### Dowden West Community Development District

Agenda

June 16, 2022

### **AGENDA**

### Dowden West

### Community Development District

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

June 9, 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, June 16, 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. Acceptance of Resignation of Connie Luong and Appointment of Individual to Fulfill the Board Vacancy in Seat #4 with a Term Ending November 2023
  - B. Appointment of Individual in Seat #2 to Fulfill the Board Vacancy with a Term Ending November 2023
  - C. Administration of Oath of Office to Newly Appointed Board Member(s)
  - D. Consideration of Resolution 2022-05 Electing Officers
- 4. Approval of Minutes of April 21, 2022 Meeting
- 5. Review and Ranking of Proposals for Landscape & Irrigation Maintenance Services and Selection of a Contractor
- 6. Consideration of Assignment of Service Agreement for Lighting Service with Orlando Utilities Commission Meridian Park Phase N1B
- 7. Ratification of Series 2018 Requisition #10
- 8. Consideration of Resolution 2022-06 Amended the Proposed Fiscal Year 2023 Budget
- 9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Presentation of Number of Registered Voters 219
- 10. Supervisor's Requests
- 11. Other Business
- 12. Next Meeting Date
- 13. 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 acceptance of resignation of Connie Luong and appointment of individual in Seat #3 to fulfill the Board Vacancy with a term ending November 2023. Section B is the appointment of individual in Seat #2 to fulfill the Board vacancy with a term ending November 2023. Section C is the administration of Oath of Office to the newly appointed Supervisor(s). Section D is consideration of Resolution 2022-05 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 April 21, 2022 meeting. The minutes are enclosed for your review.

The fifth order of business is the review and ranking of proposals for landscape & irrigation maintenance services and selection of a contractor. The bid tabulation and ranking sheet is enclosed for your review and the proposals have been provided separately.

The sixth order of business is the consideration of assignment of service agreement for lighting service with Orlando Utilities Commission for Meridian Park Phase N1B. A copy of the assignment and master lighting agreement are enclosed for your review.

The seventh order of business is the ratification of the Series 2018 Requisition #10. A copy of the requisition and supporting invoice are enclosed for your review.

The eighth order of business is the consideration of Resolution 2022-06 approving the amended proposed budget for the Fiscal Year 2023. A copy of the Resolution and amended budget are enclosed for your review.

The ninth order of business is Staff Reports. 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 number of registered voters within the boundaries of the District.

The balance of the agenda will be discussed at the meeting. In the meantime, if you 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 A

All Community Development District 219 E. Livingston Street Orlando, FL 32801

Dear Board Members:

I hereby resign as a Member of Board of Supervisors of the following districts effective immediately.

My last day with Mattamy Homes will be Friday June 3rd, 2022.

Dowden Community Development District Tapestry Community Development District Westside Community Development District

Sincerely,

Connie Luong

Connie Luong

Mattamy Homes, Orlando Division

# SECTION D

#### **RESOLUTION 2022-05**

## 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 June 16, 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:

. The following persons were $\epsilon$	elected to the offices shown, to wit:
	Chairman
	Vice Chairman
	Treasurer
	Assistant Treasurer
	Secretary
	Assistant Secretary
	Assistant Secretary
	Assistant Secretary
	Assistant Secretary
ASSED AND ADOPTED THI	IS 16th DAY OF JUNE, 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, April 21, 2022 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

Connie LuongVice ChairpersonTom FranklinAssistant SecretaryGregory ClarkAssistant Secretary

Also present were:

George Flint District Manger
Kristen Trucco District Counsel

Peter Armans District Engineer by phone

Alan Scheerer Field Manager

#### 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 2023
- B. Administration of Oath of Office to Newly Appointed Board Member
- C. Consideration of Resolution 2022-05 Electing an Assistant Secretary

This item tabled.

### FOURTH ORDER OF BUSINESS Approval of the Minutes of the February 17,

2022 Meeting

Mr. Clark joined the meeting at this time.

April 21, 2022 Dowden West CDD

On MOTION by Mr. Bell seconded by Mr. Clark with all in favor the minutes of the February 17, 2022 meeting were approved as presented.

#### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-04 Approving the Proposed Fiscal Year 2023 Budget and Setting a Public Hearing

Mr. Flint: Item five is Resolution 2022-04 approving a proposed budget and setting the date, place and time for the public hearing. The Board is required to approve a proposed budget by June 15<sup>th</sup> each year and set the date of the public hearing for its final consideration. Exhibit A to Resolution 2022-04 is the proposed budget and we are recommending the public hearing be set for July 21, 2022 at 9:00 a.m. in this location. I ask that the resolution be approved in substantial form because it may need to be modified because the proposed budget does include a recommended increase in the per unit assessment amount, which will require that we do a mailed notice in advance of the public hearing.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor Resolution 2022-04 was approved in substantial form.

#### SIXTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

There being none, the next item followed.

#### B. Engineer

Mr. Armans: I just got the letter from the landscape architect saying that the tracts to be conveyed are ready so we will be signing that certification soon.

The other thing is we are working on the 20-year needs analysis and part of that project is to forecast population in five-year increments so that is going to be highly dependent on the construction progress and conveyance to the CDD. How can we get an estimate in five-year increments of how much would be turned over to the CDD and potentially occupied homes?

Mr. Flint: I think on that requirement it says that if we are a subset of a city that we provide a GIS shapefile, we don't need to provide the projections. We don't coincide with the census track, and we can go back and look at that language but I think in the instructions it says to provide a shapefile. If we need to provide projections, we can work with you on that. I will forward you an email from the State Department of Natural Resources that provided some of these instructions.

April 21, 2022 Dowden West CDD

#### C. Manager

#### i. Approval of Check Register

Mr. Flint presented the check register from February 1, 2022 through March 31, 2022 in the amount of \$174,744.89.

On MOTION by Mr. Franklin 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. No Board action was required.

#### SEVENTH ORDER OF BUSINESS Supervisor's Requests

There being none, the next item followed.

#### EIGHTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

#### NINTH ORDER OF BUSINESS Next Meeting Date

Mr. Flint: The next meeting is May 19, 2022 in this location. We have the proposed budget on the July 21<sup>st</sup> meeting so we will review May 19<sup>th</sup> and June 16<sup>th</sup> and get with the Chair if there is no business, we can cancel those. We will have to submit the stormwater needs report by the end of June but I'm not sure it needs to be accepted by the Board before we transmit it.

On MOTION by Mr. Bell seconded by Mr. Clark with all in favor the meeting adjourned at 9:10 a.m.

Secretary/Assistant Secretary	Chairman/Vice Chairman	

### SECTION V

		3 YEAR TOTAL COST SUMMARY BY CATEGORY	<b>DST SUMMARY</b>	/ BY CATEGORY		
	BRIGHTVIEW*	UNITED LAND SERVICES	OMEGASCAPES	YELLOWSTONE	SERVELLO LANDSCAPE DOWN TO EARTH	DOWN TO EARTH
TURF CARE	\$309,915.00	\$324,165.00	\$308,097.00	\$464,358.00	\$503,921.00	\$438,362.80
SHRUBS/GROUND COVER	\$168,234.00	\$322,875.00	\$347,085.00	\$195,753.00	\$310,030.00	\$428,059.99
TREE CARE	\$129,975.00	\$73,308.00	\$66,630.00	\$130,071.00	\$93,187.00	\$87,827.68
IRRIGATION	\$32,130.00	\$23,550.00	\$77,148.00	\$43,650.00	\$37,869.00	\$34,717.00
LITTER REMOVAL	\$14,490.00	0 (INCLUDED)	\$9,600.00	\$18,000.00	\$28,538.00	\$21,364.30
TOTAL 3 YEAR COST	\$654,744.00	\$743,898.00	\$808,550.00	\$851,832.00	\$973,545.00	\$1,010,331.77
*Doffert correct manner Thora were a formally correct in their result	to the property of					

Reflects correct amount. There was a formula error in their cost sheet.

FY2023 Dowden West Proposed Landscape Budget | \$309,502.00

FY2023 Dowden West Propased Budget \$309,502.00			FY2023 Dowden West Proposed Budget \$309,502.00	FY2023 Dowden West Proposed Budget \$309,502.00
101AL \$103,305.00 \$56,078.00 \$43,325.00 \$43,325.00 \$4,830.00 \$4,830.00	\$103,305.00 \$55,078.00 \$43,325.00 \$10,710.00 \$4,830.00 \$103,305.00 \$103,305.00 \$56,078.00	\$10,710,00 \$4,830,00 \$218,248,00 \$654,744,00 TOTAL \$108,055,00 \$107,625,00 \$22,495,00 \$7,880,00 \$0.00	Year 1 Total \$247,966.00  \$108,055.00 \$107,625.00 \$107,625.00 \$7,850.00 \$7,850.00  Year 2 Total \$247,966.00 \$7,850.00 \$7,850.00 \$7,850.00 \$7,850.00 \$7,850.00	707AL \$102,699.00 \$115,695.00 \$22,210.00 \$25,716.00 \$3,200.00 \$3,200.00 \$102,699.00 \$102,699.00
EAST WEST COLLECTOR ROAD \$9,000.00 \$6,950.00 \$4,565.00 \$3,450.00 \$690.00	\$9,000.00 \$6,950.00 \$4,565.00 \$3,4560.00 \$690.00 \$9,000.00 \$6,990.00	\$3,450.00 \$690.00 *FAR 3 TOTAL 3 YEAR GRAND TOTAL EAST WEST COLLECTOR ROAD \$7,141.00 \$7,141.00 \$1,366.00 \$600.00 \$0.00	\$10,133.00 \$7,141.00 \$7,141.00 \$1,366.00 \$600.00 \$10,133.00 \$7,141.00 \$7,141.00 \$1,366.00 \$0.00 \$0.00	3 YEAR GRAND TOTAL  EAST WEST COLLECTOR ROAD \$9,090.00 \$4,870.00 \$3,300.00 \$2,760.00 \$800.00 Year 1 Total \$9,090.00 \$4,870.00
PHASE 3 \$16,526.00 \$12,170.00 \$2,820.00 \$4,500.00 \$690.00	\$16,526.00 \$12,170.00 \$2,820.00 \$4,500.00 \$690.00 \$16,526.00 \$12,170.00 \$3,000.00	\$4,500.00 \$690.00 \$690.00 \$1,774.00 \$1,7704.00 \$1,500.00 \$0.00	\$7,714.00 \$10,477.00 \$1,704.00 \$1,500.00 \$0.00 \$7,714.00 \$10,477.00 \$1,704.00 \$1,704.00 \$1,500.00 \$0.00	PHASE 3 \$15,065.00 \$15,321.00 \$1,538.00 \$5,556.00 \$800.00 \$15,065.00 \$15,065.00
PHASE 2 \$14,595.00 \$0.00 \$0.00 \$0.00 \$690.00	\$14,595.00 \$0.00 \$0.00 \$0.00 \$690.00 \$14,595.00 \$0.00	\$0.00 \$690.00 \$37,346.00 \$3,580.00 \$3,000.00 \$0.00	\$37,346.00 \$39,800.00 \$8,154.00 \$3,000.00 \$0.00 \$37,346.00 \$31,346.00 \$8,154.00 \$3,000.00 \$0.00	PHASE 2 \$21,348.00 \$12,164.00 \$2,312.00 \$4,236.00 \$800.00 \$21,348.00 \$12,164.00
CURRENT AREA OF MAINTENANCE \$63,184.00 \$36,958.00 \$35,940.00 \$2,760.00	\$63,184.00 \$36,958.00 \$35,940.00 \$2,760.00 \$2,760.00 \$3,760.00 \$3,760.00 \$36,980.00 \$36,980.00 \$36,980.00	\$2,760.00 \$2,760.00 \$2,760.00 \$52,862.00 \$50,207.00 \$13,712.00 \$0.00	\$52,862.00 \$50,207.00 \$13,212.00 \$2,750.00 \$0.00 \$22,862.00 \$50,207.00 \$13,212.00 \$2,750.00	CURRENT AREA OF MAINTENANCE \$57,196.00 \$12,060.00 \$13,164.00 \$13,164.00 \$800.00 \$57,196.00 \$57,196.00
TURF CARE SHRUBS/GROUNDCOVER TREE CARE RRIGATION SYSTEM MONITORING UTTER REMOVAL	TURF CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL TURF CARE SHRUBS/GROUNDCOVER TREE CARE	IRRIGATION SYSTEM MONITORING LITTER REMOVAL TURF CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL	TURF CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL TURF CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL	TURF CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL TURF CARE SHRUBS/GROUNDCOVER
BRIGHTVIEW YEAR 1	YEAR 2	UNITED LAND SERVICES YEAR 1	YEAR 2	VEAR 1

		FY2023 Dowden West Proposed Budget \$309.502.00			FY2023 Dowden West Proposed Budget \$309,502.00	
\$22,210.00 \$25,716.00 \$3,200.00		TOTAL \$154,786.00 \$43,357.00 \$14,550.00 \$6,000.00 \$6,000.00	\$154,786.00 \$65,251.00 \$43,357.00 \$14,550.00 \$6,000.00	\$154,786.00 \$65,251.00 \$43,357.00 \$14,550.00 \$6,000.00 \$283,994.00		\$166,882.00 \$102,659.00 \$102,659.00 \$12,540.00 \$9,450.00 \$9,450.00 \$170,197.00 \$170,197.00 \$110,772.00 \$12,789.00 \$9,638.00 \$9,638.00
\$3,300.00 \$2,760.00 \$800.00 Veer 2 Total	\$9,090.00 \$4,870.00 \$3,300.00 \$2,760.00 \$800.00	8 YEAR GRAND TOTAL  EAST WEST COLLECTOR ROAD \$22,355.00 \$7,350.00 \$3,695.00 \$2,250.00 \$950.00	\$22,355.00 \$7,350.00 \$3,695.00 \$2,250.00 \$950.00	\$22,355.00 \$7,350.00 \$3,695.00 \$2,250.00 \$950.00 YEAR 3 TOTAL	EAST WEST COLLECTOR ROAD \$29,399.00 \$17,322.00 \$4,354.00 \$1,980.00 \$2,268.00	\$29,399.00 \$17,322.00 \$4,354.00 \$1,900.00 \$2,268.00 \$22,986.00 \$17,668.00 \$4,440.00 \$2,019.00 \$2,313.00
\$1,538.00 \$5,556.00 \$800.00	\$15,065.00 \$15,921.00 \$1,538.00 \$5,556.00 \$800.00	PHASE 3 \$20,630.00 \$7,220.00 \$3,650.00 \$2,100.00 \$900.00	\$20,630.00 \$7,220.00 \$3,650.00 \$2,100.00 \$900.00	\$20,630.00 \$7,220.00 \$3,650.00 \$2,100.00 \$900.00	PHASE 3 \$28.482.00 \$16,791.00 \$4,078.00 \$1,890.00	\$28,482.00 \$16,791.00 \$4,078.00 \$1,980.00 \$1,890.00 \$17,127.00 \$4,159.00 \$4,159.00 \$1,928.00
\$2,312.00 \$4,236.00 \$800.00	\$21,348.00 \$12,164.00 \$2,312.00 \$4,236.00 \$800.00	PHASE 2 \$21,910.00 \$8,785.00 \$4,975.00 \$2,200.00 \$950.00	\$21,910.00 \$8,785.00 \$4,975.00 \$2,200.00 \$950.00	\$21,910.00 \$8,785.00 \$4,975.00 \$2,200.00 \$950.00	PHASE 2 \$33,216.00 \$20,087.00 \$4,532.00 \$1,980.00 \$2,268.00	\$33,216.00 \$4,52.00 \$4,53.20 \$1,380.00 \$2,268.00 \$20,489.00 \$4,622.00 \$2,019.00 \$2,313.00
\$15,060.00 \$13,164.00 \$800.00	\$57,196.00 \$82,740.00 \$15,060.00 \$13,164.00 \$800.00	CURRENT AREA OF MAINTENANCE \$89,891.00 \$41,896.00 \$31,037.00 \$8,000.00 \$3,200.00	\$89,891.00 \$41,896.00 \$31,037.00 \$8,000.00 \$3,200.00	\$89,891.00 \$41,896.00 \$31,037.00 \$8,000.00 \$3,200.00	CURRENT AREA OF MAINTENANCE \$75,765.00 \$48,459.00 \$17,893.00 \$6,600.00 \$3,024.00	\$75,765.00 \$48,459.00 \$17,893.00 \$6,600.00 \$3,024.00 \$77,280.00 \$49,428.00 \$6,732.00 \$3,084.00
TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL	TURF CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL	TURF CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL	TURF CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL	TURF CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL	TURF CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL	TURE CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL TURE CARE SHRUBS/GROUNDCOVER TREE CARE IRRIGATION SYSTEM MONITORING LITTER REMOVAL
	YEAR 3	YELLOW STONE YEAR 1	ПГ		NDSCAPE 1	YEAR 3

						FY2023 Dowden West Proposed Budget \$309,502.00															
\$973,545,00	\$141,823.68	\$138,490.40	\$28,414.92	\$11,232.00	\$6,912.00	\$326,873.00		\$146,078,38	\$142,645.12	\$29,267.37	\$11,568.96	\$7,119.36	\$336,679.19		\$150,460.74	\$146,924.47	\$30,145.39	\$11,916.04	\$7,332.94	\$346,779.58	\$1,010,331.77
3 YEAR GRAND TOTAL	\$20,516.73	\$17,698.59	\$2,624.07	\$1,728.00	\$1,028.61	YEAR 1 TOTAL		\$21,132.23	\$18,229.55	\$2,702.79	\$1,779.84	\$1,059.47	YEAR 2 TOTAL		\$21,766.20	\$18,776.43	\$2,783.88	\$1,833.24	\$1,091.25	YEAR 3 TOTAL	3 YEAR GRAND TOTAL \$1,010,331.77
PHASE 3	\$19,715.11	\$21,459.57	\$3,296.69	\$1,728.00	\$921.63			\$20,306.56	\$22,103.36	\$3,395.59	\$1,779.84	\$949.28			\$20,915.76	\$22,766.46	\$3,497.46	\$1,833.24	\$977.76		
PHACE 7	\$40,094.47	\$38,438.37	\$8,208.53	\$2,376.00	\$2,073.63			\$41,297.30	\$39,591.52	\$8,454.79	\$2,447.28	\$2,135.84			\$42,536.22	\$40,779.27	\$8,708.43	\$2,520.70	\$2,199.91		
CHRRENT AREA DE MAINTENANCE	\$61,497.37	\$60,893.87	\$14,285.63	\$5,400.00	\$2,888.13			\$63,342.29	\$62,720.69	\$14,714.20	\$5,562.00	\$2,974.77			\$65,242.56	\$64,602.31	\$15,155.62	\$5,728.86	\$3,064.02		
	TURF CARE	SHRUBS/GROUNDCOVER	TREE CARE	IRRIGATION SYSTEM MONITORING	LITTER REMOVAL			TURF CARE	SHRUBS/GROUNDCOVER	TREE CARE	IRRIGATION SYSTEM MONITORING	LITTER REMOVAL			TURF CARE	SHRUBS/GROUNDCOVER	TREE CARE	IRRIGATION SYSTEM MONITORING	LITTER REMOVAL		
DOWN TO FARTH	YEAR 1			-			YFAB 2							YEAR 3				-			

Cost Analysis	TVPF
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Cost	RREAKDOWN BY SERVICE TYPE
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	BRIGHTVIEW	UNITED LAND SERVICES OMEGASCAPES YELLOWSTONE SERVELLO LANDSCAPE DOWN TO EARTH	OMEGASCAPES	YELLOWSTONE	SERVELLO LANDSCAPE	DOWN TO EARTH
TURF CARE						
Mowing/Edging	\$91,564.00	\$101,463.00	\$79,296.00	\$140,429.00	\$144,471.00	\$126,720.00
Weed/Disease Control	\$820.00	\$1,648.00	\$4,000.00	\$5,654.00	\$3,256.00	\$4,531.11
Fertilization	\$9,750.00	\$3,296.00	\$8,638.00	\$6,492.00	\$14,112.00	\$6,947.69
Pest Control	\$1,171.00	\$1,648.00	\$6,765.00	\$1,856.00	\$4,341.00	\$3,624.88
Ph Adjustment	INCLUDED	INCLUDED	\$4,000.00	\$355.00	\$682.00	INCLUDED
SHRUBS/GROUND COVER						
Pruning	\$27,498.00	\$65,343.00	\$69,652.00	\$17,050.00	\$44,453.00	\$85,248.00
Weed control	\$1,310.00	\$1,288.00	\$4,000.00	\$27,990.00	\$22,227.00	\$4,027.65
Fertilization	\$3,355.00	\$2,578.00	\$4,300.00	\$2,521.00	\$7,029.00	\$6,041.47
Pest/Disease Control	\$515.00	\$1,288.00	\$3,371.00	\$928.00	\$3,011.00	\$2,517.28
Mulching	\$23,400.00	\$37,128.00	\$30,372.00	\$16,437.00	\$25,529.00	\$40,656.00
Ph Adjustment	INCLUDED	INCLUDED	\$4,000.00	\$325.00	\$410.00	INCLUDED
TREE CARE						
Pruning	\$37,450.00	\$6,270.00	\$15,756.00	\$14,226.00	\$18,331.00	\$19,095.00
Fertilization	\$4,800.00	\$3,344.00	\$1,600.00	\$2,883.00	\$8,880.00	\$1,812.45
Pest Control	\$175.00	\$3,344.00	\$854.00	\$9,336.00	\$1,776.00	\$1,963.47
Mulching	\$900.00	\$11,478.00	included	\$16,587.00	\$1,484.00	\$5,544.00
Ph Adjustment	INCLUDED	INCLUDED	\$4,000.00	\$325.00	\$386.00	INCLUDED
IRRIGATION						
Monitoring	\$9,000.00	\$3,925.00	\$12,858.00	\$11,300.00	\$10,260.00	\$11,232.00
Adjustments/Cleanings	\$1,710.00	\$3,925.00	\$12,858.00	\$3,250.00	\$2,280.00	INCLUDED
LITTER REMOVAL						
Removal of Litter	\$4,830.00	INCLUDED	\$3,200.00	\$6,000.00	\$9,450.00	\$6,912.00

23 DW Proposed Landscape Bu

\$309,502.00

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		YEAR 2 BREAKDOWN BY SERVICE TYPE	BY SERVICE	TYPE		
	BRIGHTVIEW	UNITED LAND SERVICES OMEGASCAPES   YELLOWSTONE   SERVELLO LANDSCAPE   DOWN TO EARTH	OMEGASCAPES	YELLOWSTONE	SERVELLO LANDSCAPE	DOWN TO EARTH
TURF CARE						
Mowing/Edging	\$91,564.00	\$101,463.00	\$79,296.00	\$140,429.00	\$144,471.00	\$130,521.61
Weed/Disease Control	\$820.00	\$1,648.00	\$4,000.00	\$5,654.00	\$3,256.00	\$4,667.04
Fertilization	\$9,750.00	\$3,296.00	\$8,638.00	\$6,492.00	\$14,112.00	\$7,156.12
Pest Control	\$1,171.00	\$1,648.00	\$6,765.00	\$1,856.00	\$4,341.00	\$3,733.63
Ph Adjustment	INCLUDED	INCTODED	\$4,000.00	\$355.00	\$682.00	INCLUDED
SHRUBS/GROUND COVER						
Pruning	\$27,498.00	\$65,343.00	\$69,652.00	\$17,050.00	\$44,453.00	\$87,805.44
Weed control	\$1,310.00	\$1,288.00	\$4,000.00	\$27,990.00	\$22,227.00	\$4,148.48
Fertilization	\$3,355.00	\$2,578.00	\$4,300.00	\$2,521.00	\$7,029.00	\$6,222.72
Pest/Disease Control	\$515.00	\$1,288.00	\$3,371.00	\$928.00	\$3,011.00	\$2,592.79
Mulching	\$23,400.00	\$37,128.00	\$30,372.00	\$16,437.00	\$25,529.00	\$41,875.68
Ph Adjustment	INCLUDED	INCLUDED	\$4,000.00	\$325.00	\$410.00	INCLUDED
TREE CARE						
Pruning	\$37,450.00	\$6,270.00	\$15,756.00	\$14,226.00	\$18,331.00	\$19,667.85
Fertilization	\$4,800.00	\$3,344.00	\$1,600.00	\$2,883.00	\$8,880.00	\$1,866.81
Pest Control	\$175.00	\$3,344.00	\$854.00	\$9,336.00	\$1,776.00	\$2,022.38
Mulching	\$900.00	\$11,478.00	included	\$16,587.00	\$1,484.00	\$5,710.32
Ph Adjustment	INCLUDED	INCLUDED	\$4,000.00	\$325.00	\$386.00	INCLUDED
IRRIGATION						
Monitoring	\$9,000.00	\$3,925.00	\$12,858.00	\$11,300.00	\$10,260.00	\$11,568.96
Adjustments/Cleanings	\$1,710.00	\$3,925.00	\$12,858.00	\$3,250.00	\$2,280.00	INCLUDED
LITTER REMOVAL						
Removal of Litter	\$4,830.00	INCLUDED	\$3,200.00	\$6,000.00	\$9,450.00	\$7,119.36

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\$91,564.00 \$820.00 \$9,750.00 \$1,171.00 INCLUDED INCLUDED \$1,310.00 \$1,310.00 \$1,310.00 \$1,310.00 \$1,310.00 \$1,310.00 \$1,310.00 \$1,310.00 \$1,310.00 \$1,710.00 \$1,710.00 \$1,710.00		BRIGHTVIEW	UNITED LAND SERVICES	OMEGASCAPES	YELLOWSTONE	SERVELLO LANDSCAPE	DOWN TO EARTH
\$91,564.00 \$101,463.00   51,648.00 \$1,648.00 \$1,648.00 \$1,750.00 \$1,648.00 \$1,71.00 \$1,648.00 \$1,71.00 \$1,648.00 \$1,71.00 \$1,71.00 \$1,648.00 \$1,71.00 \$1,71.00 \$1,288.00 \$1,310.00 \$1,288.00 \$1,310.00 \$1,288.	TURF CARE						
\$820.00	Mowing/Edging		\$101,463.00	\$79,296.00	\$140,429.00	\$147,360.00	\$134,437.25
\$9,750.00 \$3,296.00 \$1,171.00 \$1,648.00 INCLUDED INCLUDED INCLUDED INCLUDED \$2,7498.00 \$65,343.00 \$1,310.00 \$1,288.00 \$3,355.00 \$1,288.00 \$3,355.00 \$1,288.00 INCLUDED INCLUDED INCLUDED INCLUDED \$4,800.00 \$3,344.00 \$1,75.00 \$3,344.00 \$1,747.00 \$3,325.00 S1,710.00 \$3,925.00	Weed/Disease Control	\$820.00	\$1,648.00	\$4,000.00	\$5,654.00	\$3,321.00	\$4,807.04
\$1,171.00 \$1,648.00   INCLUDED   INCLUDED     \$27,498.00 \$65,343.00 \$1,288.00 \$2,3355.00 \$2,578.00 \$1,288.00 \$2,340.00 \$1,288.00 \$2,340.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,000.00 \$1,478.00     \$2900.00 \$1,478.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,345.00 \$3,3	Fertilization	\$9,750.00	\$3,296.00	\$8,638.00	\$6,492.00	\$14,394.00	\$7,370.81
ID COVER \$27,498.00 \$65,343.00 \$1,288.00 \$1,310.00 \$1,288.00 \$2,578.00 \$2,578.00 \$2,578.00 \$2,340.00 \$1,288.00 \$2,340.00 \$3,400.00 \$3,44.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,000.00 \$3,325.00 \$3,325.00 \$3,000.00 \$3,325.00 \$3,325.00 \$3,325.00 \$3,325.00 \$3,325.00 \$3,325.00 \$3,325.00 \$3,325.00 \$3,325.00 \$3,325.00 \$3,325.00	Pest Control	\$1,171.00	\$1,648.00	\$6,765.00	\$1,856.00	\$4,427.00	\$3,845.64
trol \$27,498.00 \$65,343.00 \$1,288.00 \$1,310.00 \$1,288.00 \$2,578.00 \$2,578.00 \$2,335.00 \$2,578.00 \$2,340.00 \$37,128.00 INCLUDED INCLUDED \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,345.00 INCLUDED INCLUDED INCLUDED \$3,000.00 \$3,325.00 \$3,925.00 \$3,925.00	Ph Adjustment	INCLUDED	INCLUDED	\$4,000.00	\$355.00	\$695.00	INCLUDED
\$27,498.00 \$65,343.00 \$1,288.00 \$1,310.00 \$1,288.00 \$23,355.00 \$1,288.00 \$1,	SHRUBS/GROUND COVER						
\$1,310.00 \$1,288.00 \$3,355.00 \$1,288.00 \$2,578.00 \$2,578.00 \$1,288.00 \$1,288.00 \$1,288.00 \$1,288.00 \$1,288.00 \$1,288.00 \$1,288.00 \$1,288.00 \$1,288.00 \$1,288.00 \$1,288.00 \$1,288.00 \$1,710.00 \$1,478.00 \$1,710.00 \$1,710.00 \$1,710.00 \$1,710.00 \$1,710.00 \$1,975.00 \$1,710	Pruning	\$27,498.00	\$65,343.00	\$69,652.00	\$17,050.00	\$45,341.00	\$90,439.60
\$3,355.00 \$2,578.00   \$515.00 \$1,288.00   \$23,400.00 \$37,128.00   INCLUDED INCLUDED   \$37,450.00 \$6,270.00   \$4,800.00 \$3,344.00   \$1,75.00 \$3,344.00   \$1,70.00 \$3,925.00   \$1,710.00 \$2,000.00   \$1,710.00 \$3,925.00   \$1,710.00 \$2,000.00   \$1,710.00 \$3,900.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,710.00 \$1,710.00   \$1,	Weed control	\$1,310.00	\$1,288.00	\$4,000.00	\$27,990.00	\$22,673.00	\$4,272.94
trol \$515.00 \$1,288.00 \$23,400.00 \$37,128.00   INCLUDED INCLUDED INCLUDED   \$37,128.00 \$37,128.00   \$4,800.00 \$5,270.00 \$3,344.00 \$3,344.00 \$3,344.00 \$1,478.00   INCLUDED INCLUDED   \$9,000.00 \$1,478.00   INCLUDED   \$9,000.00 \$3,925.00 \$	Fertilization	\$3,355.00	\$2,578.00	\$4,300.00	\$2,521.00	\$7,170.00	\$6,409.40
\$23,400.00 \$37,128.00 INCLUDED INCLUDED \$37,420.00 \$6,270.00 \$4,800.00 \$3,344.00 \$175.00 \$3,344.00 \$175.00 \$3,344.00 INCLUDED INCLUDED \$9,000.00 \$3,925.00 \$1,710.00 \$3,925.00	Pest/Disease Control	\$515.00	\$1,288.00	\$3,371.00	\$928.00	\$3,071.00	\$2,670.59
\$37,450.00 \$6,270.00 \$4,800.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,344.00 \$3,000.00 \$1,478.00 INCLUDED INCLUDED \$3,925.00 \$3,925.00 \$3,925.00	Mulching	\$23,400.00	\$37,128.00	\$30,372.00	\$16,437.00	\$26,040.00	\$43,131.96
\$37,450.00 \$6,270.00 \$4,800.00 \$3,344.00 \$175.00 \$3,344.00 \$900.00 \$11,478.00 INCLUDED INCLUDED \$9,000.00 \$3,925.00 \$1,710.00 \$3,925.00	Ph Adjustment	INCLUDED	INCLUDED	\$4,000.00	\$325.00	\$417.00	INCLUDED
\$37,450.00 \$6,270.00 \$4,800.00 \$3,344.00 \$175.00 \$3,344.00 \$11,478.00 INCLUDED INCLUDED S9,000.00 \$3,925.00 \$1,710.00 \$3,925.00	TREE CARE						
\$4,800.00 \$3,344.00 \$175.00 \$3,344.00 \$900.00 \$11,478.00 INCLUDED INCLUDED S9,000.00 \$3,925.00 \$1,710.00 \$3,925.00	Pruning	\$37,450.00	\$6,270.00	\$15,756.00	\$14,226.00	\$18,697.00	\$20,257.89
\$175.00 \$3,344.00 \$900.00 \$11,478.00 INCLUDED INCLUDED \$9,000.00 \$3,925.00 \$1,710.00 \$3,925.00	Fertilization	\$4,800.00	\$3,344.00	\$1,600.00	\$2,883.00	\$9,058.00	\$1,922.83
\$900.00 \$11,478.00 INCLUDED INCLUDED \$3,925.00 \$3,925.00 \$3,925.00 \$3,925.00	Pest Control	\$175.00	\$3,344.00	\$854.00	\$9,336.00	\$1,811.00	\$2,083.06
### INCLUDED   INCLUDED	Mulching	\$900.00	\$11,478.00	included	\$16,587.00	\$1,513.00	\$5,881.64
\$9,000.00 \$3,925.00 anings \$1,710.00 \$3,925.00	Ph Adjustment	INCLUDED	INCLUDED	\$4,000.00	\$325.00	\$394.00	INCLUDED
\$9,000.00 \$3,925.00 anings \$1,710.00 \$3,925.00	IRRIGATION						
anings \$1,710.00 \$3,925.00	Monitoring	\$9,000.00	\$3,925.00	\$12,858.00	\$11,300.00	\$10,464.00	\$11,916.04
000000	Adjustments/Cleanings	\$1,710.00	\$3,925.00	\$12,858.00	\$3,250.00	\$2,325.00	INCLUDED
00 000 \$4	LITTER REMOVAL						
54,830.00	Removal of Litter	\$4,830.00	INCLUDED	\$3,200.00	\$6,000.00	\$9,638.00	\$7,332.94

		Dowden Wes	t CDD Landscape	Maintenan	Dowden West CDD Landscape Maintenance Services RFQ 22-01	
REQUIREMENTS	BRIGHTVIEW	DOWN TO EARTH	<b>OMEGA SCAPES</b>	SERVELLO	BRIGHTVIEW DOWN TO EARTH OMEGA SCAPES SERVELLO UNITED LAND SERVICES YELLOWSTONE	YELLOWSTONE
Sealed Bid by Due Date	YES	YES	YES	YES	YES	YES
Complete All Forms in Proposal Documents	YES	YES	YES	YES	YES	YES
8 Hard Copies of Proposal & One Electronic Copy Were Submitted	YES	YES	YES	YES	YES	YES
Certificate of Insurance Included	YES	YES	YES	YES	YES	YES
Affidavit of Non-Collusion Form	YES	YES	YES	YES	YES	YES
Sworn Satement of Public Entity Crimes	YES	YES	YES	YES	YES	YES
Pricing Summary Form	YES	YES	YES	YES	YES	YES
Acknowledgemnt Reciept of Documents and Proposal Signature Form	YES	YES	YES	YES	YES	YES
Narrative Provided	YES	YES	YES	YES	YES	YES
Organizational Chart	YES	YES	YES	YES	YES	YES
Key Management Listed with CV info	YES	YES	YES	YES	YES	YES
Staffing Levels Described	YES	YES	YES	YES	YES	YES
Last three years of Projects Described	YES	YES	YES	YES	YES	YES
Total Annual Dollars of Work Described	YES	YES	YES	YES	YES	YES
Listing of Other Contracts Presently Engaged in	YES	YES	YES	YES	YES	YES
3 References Provided	2 REFERENCES	YES	YES	YES	YES	YES
Insurance Certificates	YES	YES	YES	YES	YES	YES
Lawsuits & Disciplinary Actions listed	ON	NO	ON	NO	YES	YES

	ng ighest)						
	Ranking (1 being highest)						
	Total Points Earned (Out of 100)						
				4 1			
Dowden West CDD Landscape Maintenance Services Selection	Price (15 pts)						
	Financial Capability (10 pts)						
	Understanding of Scope of Work (25 pts)						
	Proposer's Experience (25 pts)						
	Personnel & Equipment (25 pts)						
		Brightview	Down To Earth	OmegaScapes	Servello	United Land Services	Yellowstone

### SECTION VI

#### --- THE SPACE ABOVE THIS LINE IS FOR RECORDING INFORMATION---

#### ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE For MERIDIAN PARK PHASE N1B

THIS ASSIGNMENT OF SERVICE AGREEMENT FOR LIGHTING SERVICE("Assignment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ ("Transfer Date"), by **BEACHLINE SOUTH RESIDENTIAL**, LLC, (the "Assignor") whose address is 4901 Vineland Road Suite 450, Orlando, FL 32811, and **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, (the "Assignee") whose address is 135 West Central Blvd, Suite 320, Orlando, Florida 32801, for services address 0 Dowden Rd, Orlando, FL, ("Service Address").

#### WITNESSETH:

- A. Assignor and Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida ("OUC"), entered into that certain Service Agreement for Lighting Service dated October 26, 2021 ("Agreement") for the Service Address.
- B. Agreement was recorded in the Public Records of Orange County and was assigned public records document number 20210664054.
- C. Assignor has provided to Assignee a copy of the Agreement (and any applicable amendments to same).
- D. Assignor desires to assign its interests, rights, duties and obligations in and to the Agreement as of the Transfer Date, and Assignee desires to accept the assignment of Assignor's interests, rights, duties and obligations in and to the Agreement as of the Transfer Date.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. As of the Transfer Date, Assignor hereby assigns and transfers unto Assignee all of its right, title, claim, interests, duties and obligations, if any, in, to and under the Agreement.
- 2. As of the Transfer Date, Assignee hereby assumes the foregoing assignment of the Agreement and agrees to assume and perform all duties and obligations under the Agreement.
- 3. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorney's fees to the prevailing party, the prevailing party in any lawsuit arising out of or concerning this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.
- 4. This Assignment shall be binding on and inure to the benefit of the parties herein, their successors and assigns.
- 5. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.
- 6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Assignment.
- 7. Assignor and Assignee agree to cooperate with each other in regard to notifying governmental agencies and executing any additional documentation requested by said governmental agencies to register and establish the rights and obligations of the Assignee or its designee(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES TO FOLLOW.]

THIS ASSIGNMENT has been executed the day and year set forth above of MERIDIAN PARK PHASE N1B.

Signed, sealed and delivered in the presence of:	"ASSIGNOR"
Witness	BEACHLINE SOUTH RESIDENTIAL, LLC a Florida a Florida Limited Liability Company
Print Name	By:
Witness	Title:
Print Name	Date:
STATE OF	
The foregoing instrument wa	s acknowledged before me this day of as
of BEACHLI	NE SOUTH RESIDENTIAL, LLC. He/She who is used as identification
(SEAL)	NOTARY PUBLIC SIGNATURE Printed Name of Notary My Commission expires:

THIS ASSIGNMENT has been executed the day and year set forth above of MERIDIAN PARK PHASE N1B.

Signed, sealed and delivered in the presence of:	"ASSIGNEE"
Witness	DOWDEN WEST COMMUNITY DEVELOPMEN DISTRICT a local, special purpose government entity authorized by Chapter 190 of the Florida Statutes.
D.: 4 N.	By:
Print Name	Name:
Witness	Title:
Print Name	Date:
STATE OF	
COUNTY OF	
. 20 by	vas acknowledged before me this day of
	WEST COMMUNITY DEVELOPMENT DISTRICT or who has produced as
	NOTARY PUBLIC SIGNATURE
(SEAL)	Printed Name of Notary My Commission expires:
(1) 11/1	iviy Commission expires.

THIS ASSIGNMENT has been executed the day and year set forth above of MERIDIAN PARK PHASE N1B.

The undersigned hereby joins and consents to the foregoing assignment from Assignor to Assignee and the recording of this Assignment in the Public Records of Orange County Florida.

Signed, sealed and delivered in the	
presence of:	"OUC"
	Orlando Utilities Commission, a statutory
	Commission under the laws of the State of
Witness	Florida
	D
Print Name	Ву:
	Name:
XXY',	
Witness	Title:
	Date:
Print Name	
	Approved as to form and legality by OUC Legal Dept.  Date: By:
STATE OF	
COUNTY OF	
The foregoing instrument was acknowledge	ed before me this by means of ( ) physical presence or
( ) online notarization on this day of	of, 20_ by CLINT BULLOCK, as
General Manager, CEO of ORLANDO UTI	LITIES COMMISSION, a Florida statutory commission,
on behalf of said Commission. He	e is personally known to me or has produced
as ider	ntification.
	NOTARY PUBLIC SIGNATURE
	Printed Name of Notary
(SEAL)	My Commission expires:

#### DOC # 20210664054

10/28/2021 13:47 PM Page 1 of 16

Rec Fee: \$137.50
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC



#### MASTER LIGHTING INSTALLATION, <u>UPGRADE AND SERVICE AGREEMENT</u> MERIDIAN PARK PHASE N1B

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement ("Agreement") is entered into this day of day of 2001, by and between the ORLANDO UTILITIES COMMISSION, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 ("OUC"), and BEACHLINE SOUTH RESIDENTIAL LLC whose address is 4901 Vineland Road Suite 450, Orlando, FL 32811 (the "Customer").

#### RECITALS

- A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the "Property").
- B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the "City") certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.
- C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

#### 1. RECITALS.

The above Recitals are true and correct, and form a material part of this Agreement.

#### 2. OUC DUTIES.

- 2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:
- 2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".
- 2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and
- 2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.
- 2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".
- 2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of (a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with

respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

#### CUSTOMER DUTIES.

- 3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.
- 3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.
- 3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by

this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit\_3, attached hereto and incorporated herein by this reference, in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

- 3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").
- 3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").
- 3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").
- 3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.
- 3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.
- 3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

#### 4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity,

including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

- 4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.
- 4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies).

#### 5. MUTUAL AGREEMENTS.

- 5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.
- 5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

- 5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.
- OUC shall be responsible to repair or replace and assumes all risk of loss for any damage 5.5. to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.
- 5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.
- 5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.
- 5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to

the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

- 5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.
- 5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.
- 5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.
- 5.13. [OPTIONAL PARAGRAPH FOR BANNER ARMS] The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and

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holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

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NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

BEACHLINE SOUTH RESIDENTIAL LLC

Signed, sealed and delivered in the presence of:  Name: Raff CHAINS Blu	BEACHLINE SOUTH RESIDENTIAL LLC  By:  Name: DAVID BASSING
Name: Derek Lovett	Title: Vick President  Date: 03/22/2021
COUNTY OF ORANGE  The foregoing instrument was acknowledge by  The foregoing instrument was acknowledge by  PASCUCK  PROJUME SOUTH RESPIRATION:  produced the following identification:  oath.	as Vice PRASIDET of the nown to me or [], and who did not take an Notary Public
ANNA J. TREYBICH MY COMMISSION # GG 185341 EXPIRES: April 25, 2022 Bonded Thru Notary Public Underwriters	Printed Name Below Signature  4/25/2022  My Commission Expires

Signed, sealed and delivered	ORLANDO UTILITIES COMMISSION
Name: Name: Paszel ( Name: Many yamakarıs	By: Clint Bullock General Manager & CEO
FOR THE USE AND RELIANCE OF OUC ONLY: APPROVED AS TO FORM AND LEGALITY  Attorney for OUC  Date: October 12 2001	Name: Paula A. Velasquez.  Name: Paula A. Velasquez.  ASSISTANT SUCRETION  Title:  Date: 10/21/21
STATE OF FLORIDA  COUNTY OF ORANGE  The foregoing instrument was acknowledge 2021, by Clint Bullock, as General Manage COMMISSION, who is personally known to mean personal pers	ne or [ ] produced the following identification:
#HH 067884  #HH 067884  White Under	Notary Public  Printed Name Below Signature  My Commission Expires

#### EXHIBIT 1

#### THE PROPERTY

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33. TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 63°45'18" WEST, A DISTANCE OF 644.95 FEET TO A POINT ON THE SOUTHEASTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 417, PER ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT OF WAY MAP, SECTION 6440-401/402; THENCE RUN NORTH 33°00'32" EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 206.46 FEET TO A POINT ON THE SOUTHERLY LINE OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY LIMITED ACCESS RIGHT OF WAY AND A NON-TANGENT CURVE CONCAVE TO THE NORTH. HAVING A RADIUS OF 3246.20 FEET, A CENTRAL ANGLE OF 29°13'55", A CHORD BEARING OF NORTH 80°40'06" EAST AND A CHORD DISTANCE OF 1638.29 FEET: THENCE DEPARTING SAID LIMITED ACCESS RIGHT OF WAY LINE, RUN EASTERLY ALONG SAID CURVE AND SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE. AN ARC DISTANCE OF 1656.19 FEET TO A POINT OF NON-TANGENCY; THENCE RUN NORTH 65°56'36" EAST ALONG SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 1535.96 FEET; THENCE DEPARTING SAID SOUTHERLY LIMITED ACCESS RIGHT OF WAY LINE, RUN SOUTH 24°03'24" EAST, A DISTANCE OF 1650.06 FEET: THENCE RUN SOUTH 20°17'54" EAST, A DISTANCE OF 54.23 FEET; THENCE RUN SOUTH 07°50'48" EAST, A DISTANCE OF 252.97 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2105.00 FEET, A CENTRAL ANGLE OF 03°40'31", A CHORD BEARING OF NORTH 83°59'28" EAST AND A CHORD DISTANCE OF 135.00 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 135.02 FEET TO A POINT OF NON-TANGENCY AND A POINT ON THE NORTH RIGHT OF WAY LINE OF FOUNDERS STREET, A 87.00 FOOT RIGHT OF WAY PER STARWOOD PHASE N-1A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGES 149 THROUGH 157 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN SOUTH 04°10'28" EAST, A DISTANCE OF 87.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID FOUNDERS STREET AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2018.00 FEET, A CENTRAL ANGLE OF 01°26'11", A CHORD BEARING OF NORTH 86°32'49" EAST AND A CHORD DISTANCE OF 50.59 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 50.59 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, RUN SOUTH 02°43'58" EAST, A DISTANCE OF 121.00 FEET TO A POINT ON A NON-

TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1897.00 FEET, A CENTRAL ANGLE OF 02°19'22", A CHORD BEARING OF SOUTH 86°06'13" WEST AND A CHORD DISTANCE OF 76.90 FEET; THENCE RUN WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 76.91 FEET; THENCE RUN SOUTH 05°03'28" EAST, A DISTANCE OF 155.86 FEET; THENCE RUN SOUTH 02°30'36" EAST, A DISTANCE OF 44.51 FEET; THENCE RUN SOUTH 76°46'56" WEST, A DISTANCE OF 24.83 FEET; THENCE RUN SOUTH 00°32'42" WEST, A DISTANCE OF 177.58 FEET; THENCE RUN RADIAL TO THE NEXT DESCRIBED CURVE SOUTH 04°09'33" WEST, A DISTANCE OF 143.90 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF GLOBE STREET, A 53.00 FOOT RIGHT OF WAY PER SAID PLAT OF STARWOOD PHASE N-1A AND A CURVE CONCAVE TO THE NORTH. HAVING A RADIUS OF 972.50 FEET, A CENTRAL ANGLE OF 20°03'15", A CHORD BEARING OF NORTH 75°48'50" WEST AND A CHORD DISTANCE OF 338.65 FEET; THENCE RUN WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 340.38 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 28°42'40" WEST, A DISTANCE OF 177.99 FEET; THENCE RUN SOUTH 61°17'20" EAST, A DISTANCE OF 56.94 FEET; THENCE RUN NORTH 66°08'47" EAST, A DISTANCE OF 90.35 FEET; THENCE RUN NORTH 20°58'05" WEST, A DISTANCE OF 33.63 FEET; THENCE RUN NORTH 21°59'18" EAST, A DISTANCE OF 5.73 FEET; THENCE RUN NORTH 71°39'29" EAST, A DISTANCE OF 15.51 FEET; THENCE RUN SOUTH 72°47'49" EAST, A DISTANCE OF 37.95 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 1050.50 FEET, A CENTRAL ANGLE OF 04°18'43", A CHORD BEARING OF SOUTH 74°57'10" EAST ANDA CHORD DISTANCE OF 79.04 FEET; THENCE RUN EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 79.06 FEET TO A POINT OF NON-TANGENCY; THENCE RUN SOUTH 28°42'42" WEST, A DISTANCE OF 461.79 FEET TO A POINT ON A LINE BETWEEN AFORESAID SOUTHWEST CORNER OF THE NORTHWEST 1/4 AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 61°17'20" WEST ALONG SAID DESCRIBED LINE, A DISTANCE OF 3412.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 555,8716 SQUARE FEET (127.611 ACRES) MORE OR LESS.

#### **EXHIBIT 1 (Continued)**

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Light out Telephone Number – 407-737-4222

PROPERTY / PREMISE LOCATION INFORMATION

Light out Web Address -- http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage

Premise Name: Premise Address: City, State, Zip: Premise Number:	Meridian Park Ph N1B  Dowden Rd  Orlando, FL 32827
BILLING INFORMATION	
Billing Contract Name: Billing Address: City, State, Zip: Billing Contact Name: Billing Contact Phone: Federal Tax ID:	BEACHLING SOUTH RESIDENTIAL, INC.  2450 MAITLAND CENTER PALKWAY SUITE 300  MAITLAND FL 32751  CLUCK BELL  407.515.6261  47-2883259
ADDITIONAL ACCOUNT INF	ORMATION TO BE FILLED BY OUC
Customer Account Number: Work Request No: Comments:	9567315350 643992

#### **EXHIBIT 2**

#### **INITIAL LIGHTING PLAN**

- (87) 16' black round concrete poles [036-27374]
  - (1) double bracket [036-25038]
- (88) 80w LED Beacon slide type 3 fixtures [036-23185]

#### **EXHIBIT 3**

#### **INITIAL PHASE UPGRADE COST PAYMENT TERMS**

#### **UP-FRONT PAYMENT:**

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00

#### MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of [\$3,387.33] for Two Hundred and Forty (240) payments. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

#### **ADDITIONAL CHARGES:**

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

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Project W.O. #OUC Account #	
Project Name:	
Customer/Account Name	_
Original Monthly Lighting Service Charges:	
Investment; Maintenance;; Fuel & Energy	·
Original Lighting System Poles & Fixtures and Installation Scope:	
(Original Streetlight Fixture/Pole type/quentity listed h	ere)
As-built Lighting System Poles & Fixtures and Installation Scope:	
(As-built Streetlight Fixture/Pole type/quantity listed h	ere)
Amended Monthly Lighting Service Charges per as-built Lighting System	
Investment; Maintenance; Fuel and Energy	
ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE C	CHARGES:
Authorized OUC Representative; Printed Name & Signature	Date
Authorized Customer Representative: Printed Name & Signature	Date

## SECTION VII

#### 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: 10
- (B) Name of Payee; Viasol Lighting
- (C) Amount Payable; \$9,048.00
- (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 # 20-1133 20% Completion amount
- (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: 05 26 2022

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.

5/23/2022

District Engineer



#### Viasol Lighting 1743 Independence Blvd., D6 Sarasota, FL 34234

#### **Final Invoice**

Date	Invoice #	
5/2/2022	20-1133	

Bill To	
Dowden West Community	Marie Tambardon Carlo Ca
Development District	
Chuck Beli	
219 E. Livingston St.	
Orlando, FL 32801	

Miles Miles and American American	
Ship To	
Meridian Parks	AND THE PARTY OF T
11932 Landing Point Loop	
Orlando, FL 32832	

O. Number	Terms	Rep	Ship	Via	F.O.B.		Project
	80% Deposit / 20% Com		5/2/2022				
Quantity	Item Code		Descrip	tion	Price	Each	Amount
12 S	Sola Colo Foot  5 Ye  Term  Plea Perm Disc	ar Manufactuns: 80% at Cose note: note: note overy of unkr	ation included  arer Warranty Include  ontract / 20% at Cor  uired, is not included	npletion nditions has the poten	tial to	3,770.00	\$45,240.00

SOS Solar Inc. DBA Viasol Lighting 1743 Independence Blvd., D6 Sarasota, FL 34234 **Invoice Total** \$45,240.00 Payments/Credits \$36,192.00 **Balance Due** \$9,048.00

## SECTION VIII

#### **RESOLUTION 2022-06**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING A REVISED PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 FOR CONSIDERATION AT THE PUBLIC HEARING SCHEDULED FOR JULY 21, 2022 PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("Board") of the Dowden West Community Development District (the "District") adopted Resolution 2022-04, approving a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023") on April 21, 2022; and

**WHEREAS**, Resolution 2022-04 also declared and set a public hearing on the Proposed Budget, pursuant to Florida law, for July 21, 2022 at 9:00 a.m.; and

WHEREAS, the Board finds it to be in its best interest to approve a revised Proposed Budget ("Revised Proposed Budget") in order to incorporate a reduced landscape maintenance line-item; and

WHEREAS, the Revised Proposed Budget also includes a lower amount of assessment increase, as compared to the Proposed Budget, due to the reduced landscape maintenance lineitem; and

**WHEREAS**, the Board desires to consider the Revised Proposed Budget at the Public Hearing scheduled for July 21, 2022 at 9:00 a.m.

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

- 1. **REVISED PROPOSED BUDGET APPROVED.** The Revised Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit "A"** is hereby approved as the basis for conducting a public hearing to adopt said Revised Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** The public hearing on said approved Revised Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: July 21, 2022

HOUR: 9:00 a.m.

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

- 3. TRANSMITTAL OF REVISED PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Revised Proposed Budget to Orange County and City of Orlando at least 60 days prior to the hearing set above.
- 4. **POSTING OF REVISED PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Revised Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.
- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
- 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

DOWDEN WEST COMMUNITY

PASSED AND ADOPTED THIS 16TH DAY OF JUNE, 2022.

<b>.</b>	DEVELOPMENT DISTRICT		
Attest:			
	By:		
Print:	Name:		
Secretary/Asst. Secretary	Title:		

### SECTION IX

## SECTION C

## SECTION 1

#### **Community Development District**

#### Summary of Checks

April 1, 2022 to June 8, 2022

Bank	Date Check No.'s		Amount	
General Fund	4/13/22	202-204	\$ 19,775.95	
	4/20/22	205-206	\$ 1,854.00	
	4/22/22	207	\$ 59,913.69	
	5/4/22	208	\$ 600.00	
	5/12/22	209-210	\$ 19,179.60	
	5/25/22	211-213	\$ 4,776.04	
	5/31/22	214	\$ 1,637.50	
			\$ 107,736.78	
			\$ 107,736.78	

-		
PAGE		
REGISTER RUN 6/09/22		
ER CHECK F		
YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	DOWDEN WEST - GENERAL FUND	CIVIE LAGRING & ANAG
YEAR-T	06/08/202	
	04/01/2022 -	
AP300R	*** CHECK DATES	

	BANK A GENERAL FUND		
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNTCHECK
4/13/22 00018	4/04/22 14234 202204 320-53800-47000	*	00.009
	LAND MALMINENANCE - FEBR 22 AQUATIC WEED MANAGEMENT, INC.		600.00 000202
4/13/22 00001	4/01/22 81 202204 310-51300-34000	* 3,004.17	.17
	4/01/22 81 202204 310-51300-35200	*	50.00
	4/01/22 81 20204 310-51300-35100	* 75	75.00
	4/01/22 81 INFORMATION TECH - APR 24	* 29]	291.67
	4/01/22 81 202204 310-51300-51000	-tc	.21
	4/01/22 81 202204 310-51300-42000	*	3.71
	4/01/22 82 202204 320-53800-12000	* 1,250.00	00°
	ERNMENTA		4,674.76 0002
4/13/22 00014	4/01/22 0N 34457 202204 320-3800-46000	* 14,501	.19
	LOWSTONE LANDSCA		14,501.19 0002
4/20/22 00006	4/20/22 00006 4/08/22 2105174 202203 310-51300-31100 ENGINER SERVICES-MAR 22	* 1,320	
	BERRY ENGINEERS, INC		1,320.00 0002
4/20/22 00002	4/20/22 00002 4/13/22 28605 MAR 310-51300-31500	*	
	LEGAL SERVICES - MAK 22 LATHAM, LUNA, EDEN& BEAUDINE, LLP		534.00 0002
4/22/22 00009	4/22/22 04222022 202204 300-20700-10100	* 16,558	. 30
	4/22/22 04222022 202204 300-20700-10100	* 43,355	.39
	DEN WEST CDD/U		59,913.69 00
5/04/22 00018	4/29/22 14323 202204 320-53800-47000 1.9KF MAINTENANCE - APR 22	009	00.
	AQUATIC WEED MANAGEMENT, INC.		
5/12/22 00001	5/12/22 00001 5/01/22 83 202205 310-5130-34000	* 3,004.17	! ! ! !
	5/01/22 RIANACHEMIA E DE 202205 WEBSITE MANAGEMENT-MAY 22	*	50.00

DOWD DOWDEN WEST CWRIGHT

PAGE 2		
P.		
RUN 6/09/22		
)-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER	DOWDEN WEST - GENERAL FUND	BANK A GENERAL FUND
$\sim$	*** CHECK DATES 04/01/2022 - 06/08/2022 ***	

	STATUS AMOUNTCHECK	* 75.00	* 291.67	* .21	3.45	3.90	* 1,250.00	4,678.40 000209	14,501.20	14,501.20 00	1,190.00	1,190.00 00	1,724,46	1,724.46 0002	1,861.58		700.00	* 937.50	1,637	
BANK A GENERAL FUND	CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	5/01/22 83 202205 310-51300-35100	5/01/22 BINCORMAILON 15CH - MAI 27 2025021300-31300 5165501100 6376 MAY 22	5/01/22 B1555m1MA11ON SYCS-MA1 22 202505 310-51300-51000	5/01/22 87FICE SUFFILES 202205 310-51300-42000	5/01/22 83 202205 310-51300-42500	5/01/22 84 202205 320-53800-12000 PTETL MANAGEMENT - MAY 22		5/12/22 00014 5/01/22 ON 35784 202205 320-53800-46000 Tannecape Mary 20	LOWSTONE LANDSCAPE	5/25/22 00006 5/10/22 2119553 2022204 10-51300-31100 5/25/22 00006 5/10/22 2119553 202204 202 20	DEWBERRY ENGINEERS, INC.	5/25/22 00002 5/19/22 100590 202204 310-51300-31500 1500 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	LATHAM, LUNA, EDEN& BEAUDINE, LLP	5/25/22 00014 5/16/22 01 TEDIT DEPARTS TWEEDERT	LOWSTONE LANDSCAPE	5/31/22 00006 5/23/22 2119843 202204 310-51300-31100	5/23/22 2119844 202204 3100-31100	STOKWWAIER NEEDS ANALISIS DEWBERRY ENGINEERS, INC.	

DOWD DOWDEN WEST CWRIGHT

107,736.78

TOTAL FOR REGISTER

## SECTION 2

# Dowden West **Community Development District Unaudited Financial Reporting** April 30, 2022



#### **Table of Contents**

Balance Shee	1
General Fun	2-3
Debt Service Fund Series 201	4
Capital Projects Fund Series 201	5
Month to Mont	6-7
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Series 2018 Construction Schedul	9
Assessment Receipt Schedul	10

#### **Community Development District**

#### **Combined Balance Sheet**

April 30, 2022

		General Fund	De	ebt Service Fund	Сарі	tal Projects Fund	Gover.	Totals nmental Funds
Assets:								
Cash:								
Operating Account	\$	124,469	\$	_	\$	_	\$	124,469
Investments:								•
Series 2018								
Reserve	\$	-	\$	209,945	\$	_	\$	209,945
Revenue	\$	-	\$	424,320	\$	_	\$	424,320
Construction	\$	_	\$	-	\$	19,294	\$	19,294
Prepaid Expenses	\$	1,010	\$	<b>a</b> 1	\$	§2	\$	1,010
Total Assets	\$	125,479	\$	634,265	\$	19,294	\$	779,038
Liabilities:								
Accounts Payable	\$	5,152	\$	-	\$	-	\$	5,152
Total Liabilites	s .	5,152	\$		\$		\$	5,152
Fund Balance:								
Nonspendable:								
Deposits and Prepaid Items	\$	1,010	\$	39	\$	32	\$	1,010
Restricted for:								-,
Debt Service 2018	\$	54	\$	634,265	\$	2	\$	634,265
Capital Projects - Series 2018	\$	-	\$	9	\$	19,294	\$	19,294
Unassigned	\$	119,317	\$	9	\$		\$	119,317
Total Fund Balances	\$	120,327	\$	634,265	\$	19,294	\$	773,886
Total Liabilities & Fund Balance	\$	125,479	\$	634,265	\$	19,294	\$	779,038

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Proi	ated Budget		Actual	
		Budget	Thr	u 04/30/22	The	u 04/30/22	Variance
Revenues:							
Assessments - Tax Roll	\$	134,546	\$	134,546	\$	152,587	\$ 18,041
Assessments - Direct	\$	96,631	\$	96,631	\$	119,994	\$ 23,362
Developer Contributions	\$	273,919	\$	-	\$	27	\$ -
Total Revenues	\$	505,096	\$	231,178	\$	272,581	\$ 41,40
Expenditures:							
General & Administrative:							
Supervisor Fees	\$	4,800	\$	2,800	\$	200	\$ 2,60
FICA Expense	\$	367	\$	214	\$	15	\$ 19
Engineering	\$	12,000	\$	7,000	\$	4,658	\$ 2,34
Attorney	\$	25,000	\$	14,583	\$	4,611	\$ 9,97
Arbitrage	\$	900	\$	450	\$	450	\$
Dissemination Fees	\$	7,000	\$	2,042	\$	2,042	\$
Annual Audit	\$	5,000	\$	-	\$	8.28	\$
Frustee Fees	\$	7,000	\$	4,041	\$	4,041	\$
Assessment Administration	\$	5,000	\$	5,000	\$	5,000	\$
Management Fees	\$	36,050	\$	21,029	\$	21,029	\$ (
nformation Technology	\$	900	\$	525	\$	525	\$
Website Maintenance	\$	600	\$	600	\$	2,100	\$ (1,50
Гelephone	\$	300	\$	175	\$	-	\$ 17
Postage	\$	1,000	\$	583	\$	70	\$ 513
Printing & Binding	\$	1,000	\$	583	\$	63	\$ 52
nsurance	\$	5,919	\$	5,919	\$	5,570	\$ 34
egal Advertising	\$	5,000	\$	2,917	\$	778	\$ 2,13
Other Current Charges	\$	2,000	\$	1,167	\$	285	\$ 88
Office Supplies	\$	500	\$	292	\$	1	\$ 29
Property Appraiser	\$	250	\$	250	\$	79	\$ 17
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$
Total General & Administrative	5	120,761	5	70,345	\$	51,691	\$ 18,65

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Pro	rated Budget	1	Actual	1 15	1.17
	Budget	The	u 04/30/22	The	u 04/30/22		Variance
Operations & Maintenance							
Contract Services							
Field Management	\$ 15,000	\$	8,750	\$	8,750	\$	-
Landscape Maintenance	\$ 247,835	\$	144,570	\$	101,508	\$	43,062
Lake Maintenance	\$ 8,000	\$	4,667	\$	4,200	\$	467
Mitigation Monitoring	\$ 10,000	\$	5,833	\$		\$	5,833
Repairs & Maintenance							
General Repairs & Maintenance	\$ 2,000	\$	1,167	\$		\$	1,167
Operating Supplies	\$ 500	\$	292	\$		\$	292
Landscape Replacement	\$ 5,000	\$	2,917	\$	205	\$	2,711
Irrigation Repairs	\$ 3,000	\$	1,750	\$	1,029	\$	721
Alleyway Maintenance	\$ 2,500	\$	1,458	\$	-	\$	1,458
Signage	\$ 3,500	\$	2,042	\$	325	\$	1,717
Utilities							
Electric	\$ 2,000	\$	1,167	\$	66	\$	1,101
Water & Sewer	\$ 14,000	\$	8,167	\$	9,357	\$	(1,191)
Streetlights	\$ 63,000	\$	36,750	\$	30,317	\$	6,433
Other							
Contingency	\$ 5,000	\$	2,917	\$	739	\$	2,178
Property Insurance	\$ 3,000	\$	3,000	\$	4,320	\$	(1,320)
Total Operations & Maintenance	\$ 384,335	\$	225,445	ş	160,818	S	64,628
Total Expenditures	\$ 505,096	\$	295,790	\$	212,509	\$	83,281
Excess (Deficiency) of Revenues over Expenditures	\$			\$	60,072		
Fund Balance - Beginning	\$			\$	60,255	Įų,	THE PER L
Fund Balance - Ending	\$			\$	120,327		

#### **Community Development District**

#### **Debt Service Fund Series 2018**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	ated Budget		Actual	44.4	
		Budget	Thr	u 04/30/22	The	u 04/30/22		Variance
Revenues:								
Assessments - Tax Roll	\$	213,474	\$	213,474	\$	242,086	\$	28,612
Assessments - Direct	\$	206,416	\$	173,422	\$	173,422	\$	-
Interest	\$	-	\$	•	\$	11	\$	11
Total Revenues	s	419,890	\$	386,896	\$	415,519	\$	28,623
Expenditures:								
Interest - 11/1	\$	160,969	\$	160,969	\$	160,969	\$	-
Principal - 5/1	\$	100,000	\$	-	\$		\$	-
Interest - 5/1	\$	160,969	\$	343	\$	-	\$	-
Total Expenditures	\$	421,938	\$	160,969	\$	160,969	\$	388
Excess (Deficiency) of Revenues over Expenditures	\$	(2,048)	4		\$	254,550		
Fund Balance - Beginning	\$	168,427	ولأجإلى		\$	379,715		
Fund Balance - Ending	\$	166,379			\$	634,265		

#### **Community Development District**

#### **Capital Projects Fund Series 2018**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

		opted		ed Budget	Thir	Actual 04/30/22		Vaniance
Revenues								
Interest	\$	-	\$	-	\$	1	\$	1
Total Revenues	\$		S		\$	1	\$	1
Expenditures:								
Capital Outlay	\$	-	\$	-	\$	36,192	\$	(36,192)
Total Expenditures	\$		S		\$	36,192	\$	(36,192)
Excess (Deficiency) of Revenues over Expenditures	\$		7		\$	(36,191)	550	
Fund Balance - Beginning	S			Vis. (e.)	\$	55,485		
Fund Balance - Ending	S	1.8			s	19,294	H-10	

Dowden West
Community Development District
Month to Month

	200	ADM		Dec	E E	Pep	March	Apmi	May	ние-	luly	Aug	Sept	Total
Revenues:														
Assessments - Tax Roll	•	49	2,844 \$	86,149 \$	50,948 \$	\$ 2929	\$ 695	5,511 \$	1	49	49	<del>s</del>	٠	152,587
Assessments - Direct	64	69	\$ 26,997	<del>67</del>	29,998 \$	1	1	\$ 866'62	<del>69</del> 1	49	<del>(A</del>	45	i	119,994
Developer Contributions	i in	6/9	•	<b>⇔</b> ?	⊌? !	1	90	1	'	1	•		1	
Total Revenues	5	s	62,841 \$	86,149 \$	80,946 \$	\$ 292'9	\$ 692	35,510 \$		•	•	95	\$	272,581
Expenditures:														
General & Administrative:														
Supervisor Fees	69	69	69	49	44	1	69	200 \$	,	,	<b>€</b> A	1	,	200
FICA Expense	69	69	1	49	1	-		15 \$	1	•	1	69	1	15
Engineering	\$ 255	₩	\$ \$8	•	1	170 \$	1,320 \$	2,828 \$	1	1	+	<b>6</b> 0-	1	4,658
Attorney	\$ 1,141	₩	81 \$	126 \$	<del>69.</del> 1	1,005	534 \$	1,724 \$	1	-	1	·	1	4,611
Arbitrage	69	₩	69 I	450 \$	1	1	\$	<del>€9</del> 1	•	•	1	5	1	450
Dissemination Fees	\$ 292	₩	292 \$	292 \$	292 \$	292 \$	292 \$	292 \$	1	•	1	1	1	2,042
Annual Audit	697	69	<del>69</del>	49	1	i i	\$	\$ <del>\$</del>	1	•	<del>69</del>	<b>s</b>	1	•
Trustee Fees	\$ 1,010	₩.	<b>69</b>	έ <b>Α</b>	3,030 \$	6A	1	,	•	•	<del>€7</del> ,	ss .	6 <del>/)</del>	4,041
Assessment Administration	\$ 5,000	₩2	1	46	<del>€0</del>	€A 1	1	1	,	<del>€</del>	<del>67</del>	₩9 1	€ <del>/)</del> 1	5,000
Management Fees	\$ 3,004	<del>69</del>	3,004 \$	3,004 \$	3,004 \$	3,004 \$	3,004 \$	3,004 \$	1	•	<del>69</del> 1	ss 1	<del>€9</del> 1	21,029
Information Technology	\$ 75	<del>69</del>	75 \$	75 \$	75 \$	75 \$	75 \$	75 \$	1	•	<del>69</del> ₁	<b>6</b> 9	€9 1	525
Website Maintenance	\$ 20	<del>62</del>	\$ 05	\$ 05	1,800 \$	\$ 05	20 \$	\$ 05	•	,	69	69	<del>69</del>	2,100
Telephone	69	49	6 <del>0</del>	<del>60</del>	6/9 I	•	1	<del>69</del>	1	69	1	<b>\$</b>	1	
Postage	5 7	<del>69</del>	\$ 0	38 \$	9	13 \$	\$ 9	4	1	s ·	<del>69</del>	•	1	70
Printing & Binding	\$ 20	<del>69</del>	22 \$	ss es	<del>69</del> 1	1	18 \$		<b>\$</b>	\$5°	₩	<del>⇔</del>	1	63
Insurance	\$ 5,570	69	1	ss (	69	1	,	·	•	\$9	<del>\$</del>	<del>€9</del>	•	5,570
Legal Advertising	52	69	778 \$	69 1	1	€9: 1	1		<b>69</b>	6/9 1	<del>€?</del>	<del>€</del> ^1	1	778
Other Current Charges	\$ 38	₩	\$ \$	48 \$	41 \$	54 \$	31 \$	38 \$	1	69	1	<del>€7</del>	1	285
Office Supplies	\$	€9	\$ 0	\$ 0	\$ 0	\$ 0	0	\$ 0	1	·	•	<del>67</del>	<b>93</b>	1
Property Appraiser	69	49	\$ 62	59	<del>69</del>	1	1	,	1	•	<del>(\$</del>	<del>6/7</del>	1	79
Dues, Licenses & Subscriptions	\$ 175	69	1	<del>√3</del> 1	69	1	1	69 1	1	<b>⇔</b> 1	<del>♥</del> 7	<del>97</del> 1	19	175

Dowden West
Community Development District
Month to Month

						100								
Operations & Maintenance	Oct		Nov	Dec	la.	Feb	March	April M.	May June	July		Aug Sept		l'otal
Contract Services														
Field Management	(s)	1,250 \$	1,250 \$	1,250 \$	1,250 \$	1,250 \$	1,250 \$	1,250 \$	65	49	<del>6</del> 9	49	<del>69</del>	8,750
Landscape Maintenance	\$ 1.	14,501 \$	14,501 \$	14,501 \$	14,501 \$	14,501 \$	14,501 \$	14,501 \$	65	6 <del>/2</del> 1	45	. €A	<del>€7</del>	101,508
Lake Maintenance	69	\$ 009	\$ 009	\$ 009	\$ 009	\$ 009	\$ 009	\$ 009	69	69	is i	<b>S</b>	+9	4,200
Mitigation Monitoring	₩9	69 1	<del>59</del>	1			•	<del>45</del>	66) 1	69	is i	643	1	
Repairs & Maintenance														
General Repairs & Maintenance	₩.	1	1	-	-	1	1	6A	100	<del>69</del>	<b>€</b> ^	<b>S</b>	<del>67</del>	
Operating Supplies	₩.	<b>€</b> ?	1	1	<del>€?</del> 1	•	1	<del>69</del>	155	<del>69</del>	ST.	ψ <sub>7</sub>	49	,
Landscape Replacement	49	•	1	1	<del>\$9</del>	•	205 \$	•	69 I	<del>⇔</del>	<del>67</del>	<b>₩</b>	<del>67</del>	205
Irrigation Repairs	49	<del>6</del> 9•	1	<del>69</del>	740 \$	289 \$		<del>1/9</del>	€5	<del>69</del>	<del>61</del>	<del>67</del>	•	1,029
Alleyway Maintenance	69	•	1	1	•	,	€?	69	<del>60</del>	<del>67)</del> 1	₩.	**	1	
Signage						₩	325						49	325
Utilities														
Electric						₩.	33 \$	33 \$	<del>69</del>	<del>69</del>	<b>₩</b>	<del>v2</del>	<del>69</del>	99
Water & Sewer	49	•	1,400 \$	2,682 \$	1,389 \$	\$	2,640 \$	1,246 \$	1	<del>67</del> 1	\$ <del>7</del>	<del>69</del>	<del>69</del>	9,357
Streetlights	64	3,435 \$	4,482 \$	4,470 \$	4,502 \$	4,498 \$	4,463 \$	4,468 \$	69	<del>\$1</del>	<del>€3</del>	<del>€?</del> !	•	30,317
Other														
Contingency	€	<del>69.</del> □	139 \$	,	\$ 009	<b>49</b>	i <del>c/)</del>	69	•	<del>62</del>	<del>62</del>	•	1	739
Property Insurance	₩	4,320 \$	1	\$	<b>S</b>	<b>4</b>	1	<b>€</b> €:	un I	<del>69</del> 1	<del>t/s</del>	<del>⇔</del>	1	4,320
Total Operations & Maintenance	\$ 2.	24,106 \$	22.172 \$	23,503 \$	23,582 \$	21,138	24.018 \$	\$ 650'22	\$ .		. 5	\$ .	\$ .	160,818
Total Expenditures	\$ 40	40,743 \$	26,872 \$	\$ 062'22	31,827 \$	25,800 \$	29,348 \$	30,329 \$	\$ 7	\$	5 .	\$ .		212,509
Excess Revenues (Expenditures)	)t) \$	(40,743) s	32,968	\$ 655'85	49,119 \$	(19,233) \$	\$ (624,22)	5,180 \$	\$ :-	S	. 8	5 -	5 .	60,072

#### **Community Development District**

#### **Long Term Debt Summary**

#### SERIES 2018, SPECIAL ASSESSMENT REVENUE BONDS

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) LESS: PRINCIPAL PAYMENT - 05/01/22 (\$100,000)

CURRENT BONDS OUTSTANDING \$5,885,000

#### Community Development District

Special Assessment Revenue Bonds, Series 2018

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 20	21			
7/22/21	6	Mattamy Orlando, LLC	Reimbursement of Construction Costs	\$646,268.0
7/19/21	7	Dewberry Engineers, Inc.	Invoices: 1895912, 1906211 & 1937104 - Construction Engineering Services	\$2,150.0
		TOTAL		\$648,418.00
Fiscal Year 20	21			
10/1/20		Interest		\$2.8
11/1/20		Interest		\$2.9
12/1/20		Interest		\$2.8
1/1/21		Interest		\$2.9
2/1/21		Interest Interest		\$2.9
3/1/21 4/1/21		Interest		\$2.7
5/1/21		Interest		\$2.9 \$2.8
6/1/21		Interest		\$2.9
7/1/21		Interest		\$2.2
8/1/21		Interest		\$1,8
9/1/21		Interest		\$0.2
10/1/21		Interest		\$0.2
		TOTAL		\$30.83
			Project (Construction) Fund at 09/30/20	\$704,172.1
			Interest Earned thru 09/30/21	\$30.83
			Requisitions Paid thru 09/30/21	(\$648,418.00
			Remaining Project (Construction) Fund	\$55,785.00
			Kemaning Project (construction) Fund	\$33,763.00
Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 20	22			
11/3/21	8	SOS Solar Inc d/b/a Viasol Lighting	Solar lighting deposit invoice #VL200287	\$36,192.00
1/4/22	9	Dewberry Engineers	Invoice: 1998444-A - Construction Engineering Services July 2021	\$300.00
		TOTAL		
		TOTAL		\$36,492.00
Fiscal Year 20	22			
11/1/21		Interest		\$0.2
12/1/21		Interest		\$0.0
1/1/22		Interest		\$0.01
2/1/22		Interest		\$0.08
3/1/22		Interest		\$0.0
4/1/22		Interest		\$0.0
		TOTAL		\$0.64
			Project (Construction) Fund at 09/30/21	\$55,785.00
			Interest Earned thru 04/5/22	\$0.64
			Requisitions Paid thru 04/5/22	(\$36,492.00
			Damaining Droject (Construction) Fund	\$40.00° C
			Remaining Project (Construction) Fund	\$19,293.64

## Community Development District Assessment Receipt Schedule Fiscal Year 2022

427,465.45

262,200.00 \$ 246,468.00 \$

Gross Assessments \$ 165,265.45 \$ Net Assessments \$ 155,349.52 \$

				ON ROLL ASSESSMENTS	SSMENTS				
							38.66%	61.34%	100.00%
								Series 2018	
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Debt Service	Total
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
01/14/22	ACH	\$137,268.60	\$0.00	(\$5,490.93)	\$0.00	\$131,777.67	\$50,947.50	\$80,830.17	\$131,777,67
02/14/22	ACH	\$5,956.59	\$0.00	(\$238.27)	\$0.00	\$5,718.32	\$2,210.80	\$3,507.52	\$5,718.32
02/24/22	ACH	\$11,737.92	\$0.00	(\$469.50)	\$0.00	\$11,268.42	\$4,356.56	\$6,911.86	\$11,268.42
03/14/22	ACH	\$1,717.88	(\$213.57)	(\$68.72)	\$35.82	\$1,471.41	\$568.87	\$902.54	\$1,471.41
04/15/22	ACH	\$14,704.05	\$0.00	(\$448.85)	\$0.00	\$14,255.20	\$5,511.30	\$8,743.90	\$14,255.20
	TOTAL	\$ 411,153.74	\$ (213.57)	\$ (16,307,40) \$	40.44	\$ 394.673.21	\$ 152,587.40 \$	\$ 242.085.81	\$ 394,673.21

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<b>Salance Remaining</b>
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## DIRECT BILL ASSESSMENTS

my Homes - B	Mattamy Homes - Beachline South Residential	ential				
2022-01				\$293,415.10	\$119,993.56	\$173,421.54
ant.	Due	Check		Amount	Operations	Series 2018
22721	12 /1 /21	20410	91 4C 201 FF	#44.4C 707 FF	ALO OO 40	COC 140 11
17/52/51	17/1/71	61497	\$140,/0/14	\$140'\N'.33	\$7.946,46¢	\$86,/10.//
1/21/22	2/1/22	29541	\$73,353.77	\$73,353.77	\$29,998.39	\$43,355.39
4/21/22	5/1/22	30769	\$73,353.77	\$73,353.77	\$29,998.39	\$43,355.39
			\$293.415.09	\$293.415.09	\$119.993.56	\$173 421 54