

*Dowden West Community
Development District*

Agenda

October 19, 2023

AGENDA

Dowden West

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

October 12, 2023

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

Dear Board Members:

The Board of Supervisors of Dowden West Community Development District will meet **Thursday, October 19, 2023 at 9:00 AM at the Offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of July 20, 2023 Meeting
4. Consideration of Resolution 2024-01 Amending the Fiscal Year 2023 Budget
5. Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for the Fiscal Year 2023
6. Consideration of Drainage, Maintenance and Access Easement Agreement with The School Board of Orange County
7. Ratification of Service Agreement with OUC for Lighting Service at E-W Connector Road Phase 1
8. Discussion of Pending Conveyances
 - A. Dowden West Road Segment 4 – From Developer to CDD
 - B. Dowden West Road Segment 4 – From CDD to Orange County Utilities
 - C. Dowden West Road Segment 5 – From Developer to CDD
 - D. Dowden West Road Segment 5 – From CDD to Orange County Utilities
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Presentation of Annual Report
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Funding Request #1
10. Supervisor's Requests
11. Other Business
12. Next Meeting Date
13. Adjournment

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

Sincerely,

Jason M. Showe
District Manager

CC: Jan Carpenter, District Counsel
Rey Malave, District Engineer
Darrin Mossing, GMS

Enclosures

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, July 20, 2023 at 10:30 a.m. at the Orange County Library – Southeast Branch, 5575 SR-436 N., Orlando, Florida.

Present and constituting a quorum were:

Chuck Bell	Chairman
Gabe Madlang	Vice Chairperson
Tom Franklin	Assistant Secretary
Dane Hamilton	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jay Lazarovich	District Counsel
Rey Malave	District Engineer <i>by telephone</i>
Alan Scheerer	Field Manager
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe 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

Approval of the Minutes of the May 18, 2023 Meeting

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the minutes of the May 18, 2023 meeting were approved as presented.
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FOURTH ORDER OF BUSINESS

Public Hearing

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor the public hearing was opened.

Mr. Showe: A letter went to the homeowners describing the assessment increase. We have revised the budget and the one in front of you has a much lower assessment. We are a special purpose District created under Chapter 190, Florida Statute, and have limited powers as defined in that statute. The Board Members are elected government officials and subject to government in the sunshine, ethics law as well as the public records law. Every record of the CDD is a public record. The District is allowed to do public roads, water and sewer, stormwater, landscaping, wetland remediation, amenities as well as offsite improvements, public facilities, mitigation areas, security, waste collection and projects that would be mandated by a government. CDDs are governed by a five-member Board of supervisor who are initially elected through a landowner election process with a planned transition to the general election process. When a CDD reaches 6 years and has 250 registered voters it will transition to the general election process, the first year two seats will transition, in two more year two more seats will transition and in two more years the last seat will transition to the general election process. The transition in this District will begin in November 2024 and later in the agenda is a resolution to make sure it is lined up with the general election process. CDDs are financed through assessments that will be on your tax bill along with your property taxes but are based on benefit and not property value. The assessment has two components, one is a fixed amount that pays debt service on bonds that the District has issued and the second component is variable and covers operations and maintenance. CDDs are created for continuity, allows the residents to ultimately decide the level of service they would like to have, we are a unit of government and are able to have tax-exempt purchasing and financing, the purpose of a CDD is to provide services. If we bid a project over a certain threshold, we are required to do public bidding, there is an annual audit requirement as well as other checks and balances. This District was created by ordinance in 2017, is approximately 736 acres, the first series of bonds was issued in 2018, includes 581 homes and will be paid off in 2049. There are 1,446 units planned. We issued \$6.1 million and there is \$5.7 million remaining. As a property owner you can pay the debt that is associated with your property and our office can provide you the payoff of the debt service portion. Mostly in Dowden West we take care of stormwater, landscaping, hardscaping, streetlights, parks and recreation tracts. The website is dowdenwestcdd.com and my contact information is listed if you have any questions.

You can see the areas of maintenance this fiscal year and next fiscal year. It is not internal to the new neighborhoods but is all the rights of way maintenance, streetlights associated with that, landscaping and new ponds. Your debt service ranges from \$500 to \$1,200 depending on the size of your lot and the new proposed budget the O&M is between \$713 and \$1,712 and is now a 30% increase. The major components of your O&M are landscape maintenance, lake maintenance and based on resident feedback we added midge treatments in 2024 that was not previously part of the budget.

In the prior version there was a section called north/south and based on discussion with the developer those are not going to be online in 2024 and those costs have been removed. The developer will also contribute about \$300,000 that will pay for their unplatted portions and that is related to the operations section. There is already a calculation for the admin section, they are paying also for their side of the assessments as well.

We wanted to address some concerns we received via email. All of our contracts are bid formally in accordance with the statutes. The landscape maintenance was bid in 2022 and we received bids from six vendors and this Board selected the current vendor you have. The areas included in the 2024 budget are planned to be under maintenance for the whole year. There is developer funding and unplatted administration which covers the unplatted property and their contribution to the CDD. If there are unspent funds left at the end of the year, that stays with the CDD and retained for future operating reserves. There are no operating reserves in this budget and this District has significant infrastructure to maintain and at some point, there will need to be a calculation for reserves. If for some reason expenses exceed the budget the CDD will enter into a deficit funding agreement with the developer and they fund that shortfall.

A. Consideration of Resolution 2023-08 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations

Mr. Showe: Resolution 2023-08 will adopt the Fiscal Year 2024 budget and attached to this resolution will be whatever budget is adopted today.

Mr. Franklin: The developer stepped up and will contribute almost \$350,000, because they still have a lot of responsibility. That helped bring down the proposed assessment. Sometimes we don't pick the lowest bidder, but we try to balance that with someone who does a great job. In my case, I have a lot of experience on the developer side and that really helps me to be able to talk to

the contractors from a development viewpoint on different issues that may come up that the general public wouldn't understand 100%.

Ms. Wilson: There has been a lot about the landscaping and that seems to be the biggest jump. What is the change in the scope of services that made that jump so high? The contracts that were bid, are they continuing service contracts so we know next year we have an understanding of what the landscape is going to cost, or are they for just one year and bid each year? What made the streetlights go up?

Mr. Showe: If you look at the map, Fiscal Year 2023 has a smaller section, Fiscal Year 2024 has a much larger section, and that increases the amount of ground we have to cover, which increases the amount of streetlights. The streetlights are on a lease through our utility company and is paid on a per streetlight basis. Landscaping is the same, when we had a smaller amount to maintain it cost less and now, we have rights of ways and ponds throughout; the project has gotten larger so the scope of the contract increases. We bid the landscape maintenance, and the Board selected a new vendor and as we bring new phases online the vendor gives us a specific price for that new area. The developer gives us a plan of what the area is going to look like, we give that to the landscaper and he gives us price. It is typically a one-year contract with options to renew, but at any point if the Board feels they are not getting value from that contractor there is a 30-day termination clause and we would go through the RFP process again.

Mr. Scheerer: We have already met with the vendor and contemplated any changes in pricing for next year and we do not expect the contract to go up from the current contract. We look at that at every budget cycle for any services and try to anticipate any changes.

Ms. Wilson: Is there a map online showing the jurisdiction? When I see a sprinkler head that is a fountain I have reported that to the management company for the HOA and it is not, it is a CDD problem.

Mr. Scheerer: I will give you my card. We use Yellowstone Landscaping, the HOA uses Benchmark, a different provider, Lathan and his team are very responsible. If you send it to me, I will definitively tell you and if it is mine we will fix it. If it is HOA, I will get in touch with the management company and tell them the location. I am onsite a minimum of once a week, sometimes a couple times a week because we have multiple projects in that area that we manage. Call my cellphone with any issues and leave a message and I will get back to you as quickly as possible. Leave as much information as possible when you call.

Ms. Wilson: What is the dividing line?

Mr. Scheerer: Anything along Dowden Road is CDD. Founders is getting a modification to it so there is nothing on Founders, but on the right side just past the new school there is a park that is HOA, the CDD has the traffic circle and all the little islands approaching the traffic circle and Globe that dead ends into Compass Point that park is HOA. There is a lot of green space around that Phase 2 pond in Compass Point and the CDD has a small common area behind the homes and a lot of that is HOA.

Mr. Shinde: It is hard to understand that we are footing the cost of expansion. You are expanding the footprint of the development, but it seems like that cost is getting pushed onto us rather than the developer.

Mr. Bell: It is getting pushed to the developer in two parts, one we pay the admin for the unplatted plus the developer is making a \$300,000 contribution. When those lands get platted and the developer owns them and it is tax time the developer will pay their portion of the taxes until it is sold to a new homeowner.

Mr. Showe: Every platted lot is paying assessments whether it is owned by an individual homeowner or by the developer, they are paying the same assessment. For every platted lot they are paying the same increase that residents are paying and they are making that contribution to cover the unplatted lots.

Mr. Shinde: This is a 43% increase from what we paid last year. It seems way higher than normal inflation. As residents we think this cost will keep going up because you are going to build more homes and all that cost will fall onto us.

Mr. Showe: In this budget there are 877 homes. There are some lots coming on platted from the developer.

Mr. Shinde: Is this going to creep up every year?

Mr. Showe: The statute provides how CDDs can raise assessments. There is no cap on how much they can raise assessments.

Mr. Shinde: Do you have any prediction for future budgets?

Mr. Showe: The challenge in making projects for this particular community is the developer has to figure out what is going there, how it is going to look. That makes it difficult to make a solid projection. It could potentially increase every year. You are experiencing the same

thing Story Park went through about three years ago with the same type of increase. As these communities get bigger and there are more things to maintain the costs per home increases.

Mr. Madlang: A lot of these costs could have been put into the land cost upfront and that would have increased the amount you paid for your home. We have bonds and debt on it and that keeps it down somewhat. These were costs that maybe before in 2017 we wouldn't have some of these costs, CPI increased, fuel increases, everything we have seen in the last three years. It is almost as if these lots were discounted before for future development and now they are experiencing the full burden. It is uncomfortable but luckily, we have been able to negotiate with the developer and get them to cover more than their fair share of costs.

Mr. Shinde: A 43% increase for 30 years that is a big increase for me. I want to understand how we can knock it down more.

Mr. Showe: As we indicated two of the seats on the Board are going to turn over to general election in 2024 and that is when residents will have an opportunity to run for an open Board seat and become part of this process and that will continue until all five seats are filled with residents.

Mr. Shinde: I keep sending emails to Alan.

Mr. Scheerer: Your ponds are a living and breathing bod of water. It is not a natural lake; it is not a natural pond. Everything on your street, your yard, your neighbor's yard, sidewalk, backyard, runs into these ponds. I was at your particular pond last Friday and this morning and it has actually improved. We had a little algae along the edge this morning and that is it. A lot of that algae is a result of live plant material that the contractor sprayed and as it decays and becomes a blob of biomass it produced algae. It is a vicious cycle and happens. Your pond has it, there are a couple of ponds across the street that don't have anything, they look amazing and there is a new pond on the East West Collector Road that was built that has a little more algae than some of the others. I can't tell you that any of these ponds will be completely just water, no algae, no torpedo grass, no anything. As long as we have stuff growing out of the pond and we kill it, the algae comes up and the contractor comes back. He will be out next week to look at the ponds. Then you have rainfall, extreme temperatures, heat index and whatever people are putting on their yards. I assure you we have a good company. When the amenity was opened, we had a request to get all the ponds cleaned out and he came out and hand removed everything that was on the water. That is not cheap, and he did it at no cost.

Mr. Showe: There are federal regulations on the type and frequency of chemicals that are used.

Mr. Madlang: Most of the reason this increase was the size it was, is due to the actual land that was encompassed and the scope changed. We won't have that type of change in the future.

Mr. Showe: The District's boundaries don't change, it is the amount of turf, streetlights and ponds.

Ms. Bellville: This allows us to not have so much upfront cost on the property but from talking to fellow residents this will make us want to leave the property, if we continue to have such drastic increases every year. I'm curious about the two roads that will be finished in 2024. If residents are not going to be living in those areas, is there a legal reason we need to have streetlights there or pond and landscape maintenance? If yes, then I understand and if no, is there a way to prorate that in the budget for when there is going to be the next CDD portion done to connect to 528 or when there will be houses done? The developer is currently paying for the unplatted and as more come on board that will be transferred to those people. Really, as more homes come on board theoretically the cost should be less but if they are already paying their portion then there is not going to be a difference in cost but where the money comes from.

Mr. Showe: On your second point that is fair, that is what I meant to hit on as you were talking. That is part of the challenge with CDDs, we assess all the property. All the property is paying, so just because there is more development doesn't necessarily mean your assessments are going to go down.

Mr. Bell: Streetlights is a City of Orlando code. At some point it will be turned over to the City of Orlando and they will maintain the asphalt and curb. As part of the permitting process with South Florida Water Management District, the District maintains the stormwater management system within the District.

Ms. Belleville: I appreciate that, thanks.

Ms. Ocasio: Eventually will there be walls built between the highway and our community? Since they opened the area for the high school the vehicle noise from that area is heavy.

Mr. Bell: The high school will have a wall. No wall is planned for Phase 3.

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor Resolution 2023-08 Adopting the Fiscal Year 2024 Budget and Relating to the Annual Appropriations was approved.

B. Consideration of Resolution 2023-09 Imposing Special Assessments and Certifying an Assessment Roll

Mr. Showe: The second part of the budget process is Resolution 2023-09, which is the mechanism that imposes the special assessments on the individual tax bills. Attached to this resolution will be the adopted budget and the tax roll.

We will open the floor for public comment but it is strictly for the imposition of the special assessments.

There being none,

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor Resolution 2023-09 Imposing Special Assessments and Certifying an Assessment Roll was approved.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the public hearing was closed.

FIFTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2022 Audit Report

Mr. Showe: In the letter to management there were no current or prior year findings or recommendations and it is a clean audit.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the Fiscal Year 2022 audit was accepted.

SIXTH ORDER OF BUSINESS

Consideration of Addendum to Maintenance of Solar Lighting Agreement with Viasol Lighting

Mr. Scheerer: There was a walkway that didn't have any solar lighting on it and the lights were added and we are adding this to the current agreement for the solar lighting that is now in place.

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor the addendum to the maintenance of solar lighting agreement with Viasol Lighting was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Proposal from Yellowstone Landscape for Maintenance of Additional Areas

Mr. Scheerer: We met with Tanner, there were a couple areas we need to get online for the CDD, at the end of some of the alleyways is an endcap with some landscaping. This is adding this area to the current landscape contract for maintenance and the CDD will continue to maintain these. The cost is about \$4,680 a year.

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor the proposal from Yellowstone for maintenance of additional areas in the annual amount of \$4,680 was approved.

EIGHTH ORDER OF BUSINESS

Resolution 2023-10 Adjusting Term Limits for Members of the Board of Supervisors

Mr. Showe: Resolution 2023-10 adjusts the term lengths; we are trying to line those up with the general election process.

Mr. Lazarovich: We are shifting seats 2, 4 and 5 to November 2024 and seats 1 and 3 will be November 2026.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor Resolution 2023-10 Adjusting Term Limits for Members of the Board of Supervisors, was approved.

NINTH ORDER OF BUSINESS

Ratification Items:

A. Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the Non-Ad Valorem Assessment Administration agreement with Orange County Property Appraiser was ratified.

B. Utility Easements for East West Collector Road Phase 1

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor acceptance of the utility easements for the East West Collector Road Phase 1 was ratified.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Lazarovich: Included in your agenda is a memo regarding some new laws that were passed after the last legislative session. Starting January 1, 2024 there is a new ethics training requirement that will require four hours of ethics training annually. We are providing this in

advance so that you are aware of the new requirement as well as some useful links where you can find training videos. We also wanted to bring to your attention some other laws that were passed with regard to concealed carry it is prohibited under Florida Law to have a firearm in a government meeting. There was a technology transparency requirement that restricts any content or account removal from independent special Districts and also government and corporate activism. It requires that Board Members don't consider any social, ideological, factors when considering government contracts.

Mr. Bell: With regard to the ethics training, some of us do that for professional licenses we have.

Mr. Lazarovich: It will be in addition to that.

B. Engineer

Mr. Malave: We did the required annual engineer's report for the District and did an inspection. We have shared that with District staff. The ponds are in good shape, other than the ones under construction.

C. Manager

i. Approval of Check Register

Mr. Showe presented the check register from May 6, 2023 though July 7, 2023 in the amount of \$158,826.11.

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.

iii. Approval of Fiscal Year 2024 Meeting Schedule

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the Fiscal Year 2024 meeting schedule reflecting meetings on the third Thursday of the month was approved.

ELEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS Next Meeting Date

Mr. Showe: Our next meeting is scheduled for August 17, 2023.

FOURTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the meeting adjourned at 11:44 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING AMENDEDMENTS TO THE GENERAL FUND BUDGET FOR FISCAL YEAR 2023 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2022-07 the Dowden West Community Development District Board of Supervisors (the “Board”) adopted a General Fund, Budget for Fiscal Year 2023; and

WHEREAS, the Board desires to amend the budgeted revenues and expenditures approved for Fiscal Year 2023.

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

1. The General Fund Budget for Fiscal Year 2023 is hereby amended and restated as set forth on the Fiscal Year 2023 Budget attached hereto as “**Exhibit A**”.
2. This Resolution shall take effect immediately upon adoption and be reflected in the monthly and Fiscal Year End 9/30/2023 Financial Statements and Audit Report of the District.

PASSED AND ADOPTED THIS 19th DAY OF OCTOBER, 2023.

ATTEST:

**BOARD OF SUPERVISORS OF THE
DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A

Dowden West ***Community Development District***

Amended Budget
FY 2023



Table of Contents

1-2

General Fund

Dowden West
Community Development District
Amended Budget
General Fund

Description	Adopted Budget FY2023	Increase/ (Decrease)	Amended Budget FY2023	Projected FY2023
<u>Revenues</u>				
Assessments - Tax Roll	\$ 451,014	\$ 11,989	\$ 463,003	\$ 463,003
Assessments - Direct	\$ 154,442	\$ -	\$ 154,442	\$ 154,439
Developer Contributions	\$ -	\$ 61,334	\$ 61,334	\$ 36,262
Total Revenues	\$ 605,457	\$ 73,323	\$ 678,780	\$ 653,705
<u>Expenditures</u>				
<i><u>General & Administrative</u></i>				
Supervisor Fees	\$ 4,800	\$ (3,800)	\$ 1,000	\$ 600
FICA Expense	\$ 367	\$ (291)	\$ 77	\$ 46
Engineering	\$ 12,000	\$ 18,000	\$ 30,000	\$ 26,528
Attorney	\$ 25,000	\$ -	\$ 25,000	\$ 21,756
Arbitrage	\$ 900	\$ (450)	\$ 450	\$ 450
Dissemination Fees	\$ 7,000	\$ (3,500)	\$ 3,500	\$ 3,500
Annual Audit	\$ 5,000	\$ (1,500)	\$ 3,500	\$ 3,490
Trustee Fees	\$ 7,000	\$ (2,950)	\$ 4,050	\$ 4,041
Assessment Administration	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Management Fees	\$ 37,853	\$ -	\$ 37,853	\$ 37,853
Information Technology	\$ 1,125	\$ -	\$ 1,125	\$ 1,125
Website Maintenance	\$ 750	\$ -	\$ 750	\$ 750
Telephone	\$ 300	\$ (150)	\$ 150	\$ -
Postage	\$ 1,000	\$ (250)	\$ 750	\$ 719
Copies	\$ 1,000	\$ (750)	\$ 250	\$ 164
Insurance	\$ 6,684	\$ (696)	\$ 5,988	\$ 5,988
Legal Advertising	\$ 5,000	\$ -	\$ 5,000	\$ 4,162
Other Current Charges	\$ 2,000	\$ -	\$ 2,000	\$ 481
Office Supplies	\$ 500	\$ (250)	\$ 250	\$ 3
Property Appraiser	\$ 250	\$ -	\$ 250	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ 175	\$ 175
Total General & Administrative:	\$ 123,704	\$ 3,413	\$ 127,117	\$ 116,831

Dowden West
Community Development District
Amended Budget
General Fund

Description	Adopted Budget FY2023	Increase/ (Decrease)	Amended Budget FY2023	Projected FY2023
<i>Operations & Maintenance</i>				
Contract Services				
Field Management	\$ 15,750	\$ -	\$ 15,750	\$ 15,750
Landscape Maintenance	\$ 283,944	\$ (37,532)	\$ 246,412	\$ 246,412
Lake Maintenance	\$ 12,900	\$ (2,900)	\$ 10,000	\$ 10,000
Mitigation Monitoring	\$ 10,000	\$ (7,500)	\$ 2,500	\$ -
Repairs & Maintenance				
General Repairs & Maintenance	\$ 2,500	\$ 2,500	\$ 5,000	\$ 5,000
Operating Supplies	\$ 500	\$ -	\$ 500	\$ 100
Landscape Replacement	\$ 5,000	\$ 90,000	\$ 95,000	\$ 89,847
Irrigation Repairs	\$ 3,000	\$ (1,500)	\$ 1,500	\$ 1,500
Alleyway & Sidewalk Maintenance	\$ 5,000	\$ 4,000	\$ 9,000	\$ 8,521
Signage	\$ 3,500	\$ (1,500)	\$ 2,000	\$ 2,000
Utilities				
Electric	\$ 2,000	\$ (1,000)	\$ 1,000	\$ 974
Water & Sewer	\$ 20,000	\$ 20,000	\$ 40,000	\$ 38,404
Streetlights	\$ 107,475	\$ (7,475)	\$ 100,000	\$ 97,762
Other				
Contingency	\$ 5,000	\$ 13,000	\$ 18,000	\$ 15,080
Property Insurance	\$ 5,184	\$ (184)	\$ 5,000	\$ 4,752
Total Operations & Maintenance:	\$ 481,753	\$ 69,909	\$ 551,662	\$ 536,102
Total Expenditures	\$ 605,457	\$ 73,323	\$ 678,780	\$ 652,933
Excess Revenues/(Expenditures)	\$ -	\$ 0	\$ 0	\$ 772

SECTION V



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

September 13, 2023

Dowden West Community Development District
Governmental Management Services, LLC
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines and Frank (“we”) audit the financial statements of Dowden West Community Development District, (the “District”), which comprise governmental activities and each major fund as of and for the year ended September 30, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2023, and thereafter if mutually agreed upon by Dowden West Community Development District and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart

Dowden West Community Development District
September 13, 2023
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.

Dowden West Community Development District
September 13, 2023
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;

Dowden West Community Development District
September 13, 2023
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this engagement letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Dowden West Community Development District's financial statements. Our report will be addressed to the Board of Dowden West Community Development District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Dowden West Community Development District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with George Flint. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report, which must be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2024, and if the draft is timely reviewed by Management, the District shall receive the final audit by June 15, 2024.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.

Dowden West Community Development District
September 13, 2023
Page 5

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2023 will not exceed \$3,490, unless the scope of the engagement is changed, the assistance which of Dowden West Community Development District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by of Dowden West Community Development District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Dowden West Community Development District, of Dowden West Community Development District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.

Dowden West Community Development District
September 13, 2023
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Dowden West Community Development District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Dowden West Community Development District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Dowden West Community Development District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this engagement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Dowden West Community Development District and its management and Board of Supervisors to discharge the foregoing responsibilities, of Dowden West Community Development District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Dowden West Community Development District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Dowden West Community Development District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Dowden West Community Development District
September 13, 2023
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines + Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER BETWEEN BERGER, TOOMBS,
ELAM, GAINES AND FRANK AND DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT
(DATED SEPTEMBER 13, 2023)**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**GMS-CF, LLC
6200 LEE VISTA BLVD, SUITE 300
ORLANDO, FL 32822
TELEPHONE: 407-841-5524**

Auditor: J.W. Gaines

District: Dowden West CDD

By: _____



By: _____

Title: Director

Title: _____

Date: September 13, 2023

Date: _____

SECTION VI

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

Project: OCPS 50-H-SE-2 High School Relief,
Permit No. 48-101544-P; Access and Maintenance

DRAINAGE, MAINTENANCE AND ACCESS EASEMENT
(DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT)

THIS **DRAINAGE, MAINTENANCE AND ACCESS EASEMENT** (this “Easement Agreement”), made and executed the ___ day of _____, 2023, by **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, Florida Statutes, being situated within Orange County, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter the “Grantor”), to and in favor of **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose mailing address is 445 West Amelia Street, Orlando, Florida 32801 (hereinafter the “Grantee”).

WHEREAS, Grantor is the fee owner of certain real property as described on “Exhibit A” attached hereto and made a part hereof (the "Easement Area"); and

WHEREAS, Grantee desires to obtain a non-exclusive drainage maintenance and access easement on, over, under and across the Easement Area for the purpose of accessing and maintaining the stormwater drainage retention and detention system and related facilities (“Drainage Facilities”) located within the Easement Area; and

WHEREAS, the Grantee desires to obtain a non-exclusive easement on, over, under and across the Easement Area for the purpose of fulfilling its obligation, to repair, maintain and operate the Drainage Facilities in accordance with and as otherwise required by South Florida Water Management District Environmental Resource Permit No 48-101544-P, or any other permits related to the Easement Area, as the same may be amended from time to time, issued in connection with the stormwater detention and retention system and Drainage Facilities located within the Easement Area (the “Master Stormwater Permits”); and

WHEREAS, Grantor has agreed to grant such easements for the aforesaid purposes, including, but not limited to, (i) allowing the Grantee to drain surface water from public property and incorporated herein through drainage pipes, control structures and other facilities located within the Easement Area into the retention pond which is also located within such Easement Area (its “Drainage Improvements”), (ii) maintaining the Drainage Improvements to Grantor’s specifications, provided that such maintenance does not interfere unreasonably with Grantee’s use of the Easement Area, (iii) accessing the Easement Area, including through necessary portions of Grantor’s land in and around the Easement Area at reasonable times and upon reasonable notice, in order to accomplish the foregoing, provided that such access does not interfere with the Grantor’s use of said lands, as determined by the Grantor in its sole and absolute discretion

(all such rights being referred to herein as the “Easement”); and (iv) maintaining the Drainage Facilities in good order and repair, repairing the Drainage Facilities and dredging and engaging in water quality treatment and aquatic vegetation and insect control activities within the stormwater pond and upon its banks, performing water quality monitoring and testing in the stormwater pond, and constructing, installing, inspecting, replacing, operating, repairing and maintaining the stormwater pond and all other above and underground lines, pumps, equipment and facilities, if any, as may be necessary or desirable for providing stormwater drainage to and from the stormwater pond (the “Permitted Uses”) subject to the terms and conditions herein provided; and

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitations. The above recitations are true and correct and are incorporated herein by this reference.

2. Grant and Use of Easement Area. Grantor does hereby give, grant and conveys unto the Grantee, its successors and assigns, the non-exclusive Easement in perpetuity, or until such earlier date as the use thereof as set forth herein is (i) abandoned, (ii) Grantor duly records a subdivision plat in the public records of Orange County, Florida which dedicates to the Grantee thereon and in perpetuity, easement rights which are substantially similar to those set forth herein, (iii) Grantor conveys in fee simple title to the Easement Area to Grantee, or (iv) upon the expiration of Grantee’s obligations under the Master Stormwater Permits to maintain the Easement Area, for the Permitted Uses on, over, under and across the Easement Area, and to access the Easement Area, including through Grantor’s land in and around the Easement Area in order to accomplish the foregoing. The Easement shall be used by the Grantee and their successors, assigns, employees, contractors and agents solely for the Permitted Uses.

3. Grantor’s Reservation of Rights. Subject to the rights created herein, Grantor expressly reserves to itself, its successors and assigns, the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area, in Grantor’s reasonable discretion, for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area; provided, exercise of such rights shall not materially and adversely interfere with the Grantees’ Permitted Uses of the Easement Area pursuant to the terms hereof and subject to such uses being in compliance with all applicable laws, rules and regulations and the terms, conditions and provisions of the Master Stormwater Permits.

4. Limitation of Rights. The Easement granted herein creates a non-exclusive easement, and the Grantee does not and shall not, at any time, claim any other interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Easement Agreement or Grantee’s use of the Easement Area pursuant hereto, except as expressly set forth herein.

5. Assignment. Grantor may, at any time in its sole discretion, assign, transfer or convey its rights hereunder to a successor owner of all or any portion of the Easement Area. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Easement Agreement shall automatically terminate, and Grantor’s assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder and shall be entitled to all the benefits of Grantor hereunder. Grantee may not assign, transfer or convey its rights under this Easement Agreement except to any entity, homeowner’s association or another unit of government having jurisdiction over the Easement Area. Upon any such assignment, transfer or conveyance by a Grantee, the liability of such Grantee under this Easement Agreement shall automatically terminate, and such Grantee’s assignee,

transferee or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of such Grantee hereunder and shall be entitled to all the benefits of such Grantee hereunder. Whenever and wherever the term “successors and assigns” is used in this Easement Agreement, it shall mean only those successors and assigns who acquire their interest in accordance with and subject to this Section 5.

6. Entire Agreement. This Easement Agreement may not be modified, amended, or terminated without the prior written consent of parties. Grantee acknowledges and agrees that Grantee’s and Grantee’s Permittees’ use of the Property is at its own risk and neither Grantor nor Grantor’s agents shall have any liability or obligation for or with respect to any loss or damage to any of the Grantee or Grantee’s Permittees arising out of or related to this Easement Agreement and/or the Property. This Easement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

7. Counterparts. This Easement Agreement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

8. Governing Law. This Easement Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

9. Waiver of Jury Trial; Jurisdiction. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement Agreement, or arising out of any matter pertaining to this Easement Agreement, shall be submitted for trial, without jury, before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. If the Circuit Court does not have jurisdiction, the matter shall be submitted to the United States District Court for the Middle District of Florida (Orlando Division). If neither of such courts shall have jurisdiction, then submittal shall be before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

10. Binding Obligations. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assigns.

11. Construction of Agreement. This Easement Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Easement Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Section headings are for convenience only and shall not be deemed a part of this Easement Agreement or considered in construing this Easement Agreement.

12. No Implied Waiver. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any and all of the foregoing rights, powers or remedies must be in writing.

13. Limitation on Grantor’s Obligations. Nothing in this Easement Agreement shall be deemed a waiver of sovereign immunity or limit of liability of the Grantor beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Easement Agreement shall inure to the benefit

of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. Compliance with Laws. At all times, Grantee shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders at Grantee's sole cost and expense. Grantee agrees that any type of hazardous waste or toxic materials shall not be brought onto the Easement Area. To the extent permitted by law, the Grantee by its acceptance hereof, covenants and agrees to indemnify Grantor and its agents, contractors, employees, tenants, tenants' agents, or invitees and hold them harmless from any and all claims for personal injuries, death, or property damage, and any liens, liabilities, losses, damages, demands, charges, or expenses whatsoever, including, but not limited to, attorneys' fees, which arise out of, in connection with, or by reason of the Grantee and Grantee's Permittees' exercise of its rights under this Easement Agreement, except such loss or damage as may result from the willful acts of the Grantor or its agents, contractors, employees, tenants, tenants' agents, or invitees.

15. Insurance. Grantee shall maintain comprehensive general liability insurance, at Grantee's sole expense, in the type and amount of coverage as considered customary and reasonable for the Drainage Facilities. Grantee shall name the Grantor as an additional insured. Certificates of insurance (and copies of all policies, if required by the Grantor) shall be furnished to the Grantor upon Grantor's request. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required under this Easement Agreement, without any lapse of coverage. Unless otherwise agreed to by parties in writing, Grantee's contractors shall carry (at their own cost and expense), the following insurance:

a) Occurrence basis commercial general liability insurance (including broad form contractual coverage) and automobile liability insurance, each with minimum limits of Five Million Dollars (\$5,000,000.00) combined single limit per occurrence, protecting Grantee from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Grantee and/or Grantee's Permittees hereunder or from or out of any act or omission of Grantee and/or Grantee's Permittees and their related, affiliated and subsidiary companies and the officers, directors, agents, and employees of each, which insurance shall name Grantor as additional insured (the "Additional Insured"); and

b) Worker's compensation insurance as required by applicable Laws (and employer's liability insurance) with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

All such insurance required herein shall be with companies licensed to issue insurance in the State of Florida and which have a Best Guide rating of B+ VII or better, shall include a waiver of subrogation, be primary and noncontributory and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Grantor. Upon Grantor's written request, certificates of insurance, together with copies of the binding endorsements identifying the Additional Insured, shall be promptly furnished to Grantor. In the event of any cancellation or reduction of coverage, Grantee shall obtain substitute coverage as required hereunder, without any lapse of coverage to Grantor.

16. Public Records. The parties acknowledge and agree that the parties are subject to the Public Records Act, and certain records related to this Easement Agreement may be considered Public Records under Florida law.

17. Notices. Notices related to this Easement Agreement shall be in writing and shall be given when received by the addressee. Notices shall be addressed as follows:

If to the Grantee:

The School Board of Orange County, Florida

445 West Amelia Street,
Orlando, Florida 32801
Attention: Krista McArthur
Telephone: (407) 317-3700

Copy to:

Attention: _____
Telephone: () -

If to the Grantor:

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

Copy to:

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

18. Severability. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Easement Agreement is declared invalid or unenforceable, then the remainder of this Easement Agreement shall continue in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names by their undersigned officers thereunto duly authorized by due and lawful authority, as of the day and year first above written.

WITNESSES:

GRANTEE:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

WITNESS:

By: _____

Name: _____

Title: _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2023, by _____, as the _____ of **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, for and on behalf of said body corporate and political subdivision, who is personally known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

WITNESSES:

Print Name: _____

Print Name: _____

GRANTOR:

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**, a
community development district formed
pursuant to Chapter 190, *Florida Statutes*

By: _____
Name: _____
Chairman/Vice-Chair, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this ____ day of _____, 2023, by _____ as the Chairman/Vice-Chair of **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, Florida Statutes, for and on behalf of said district, who is [] personally known to me or [] has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

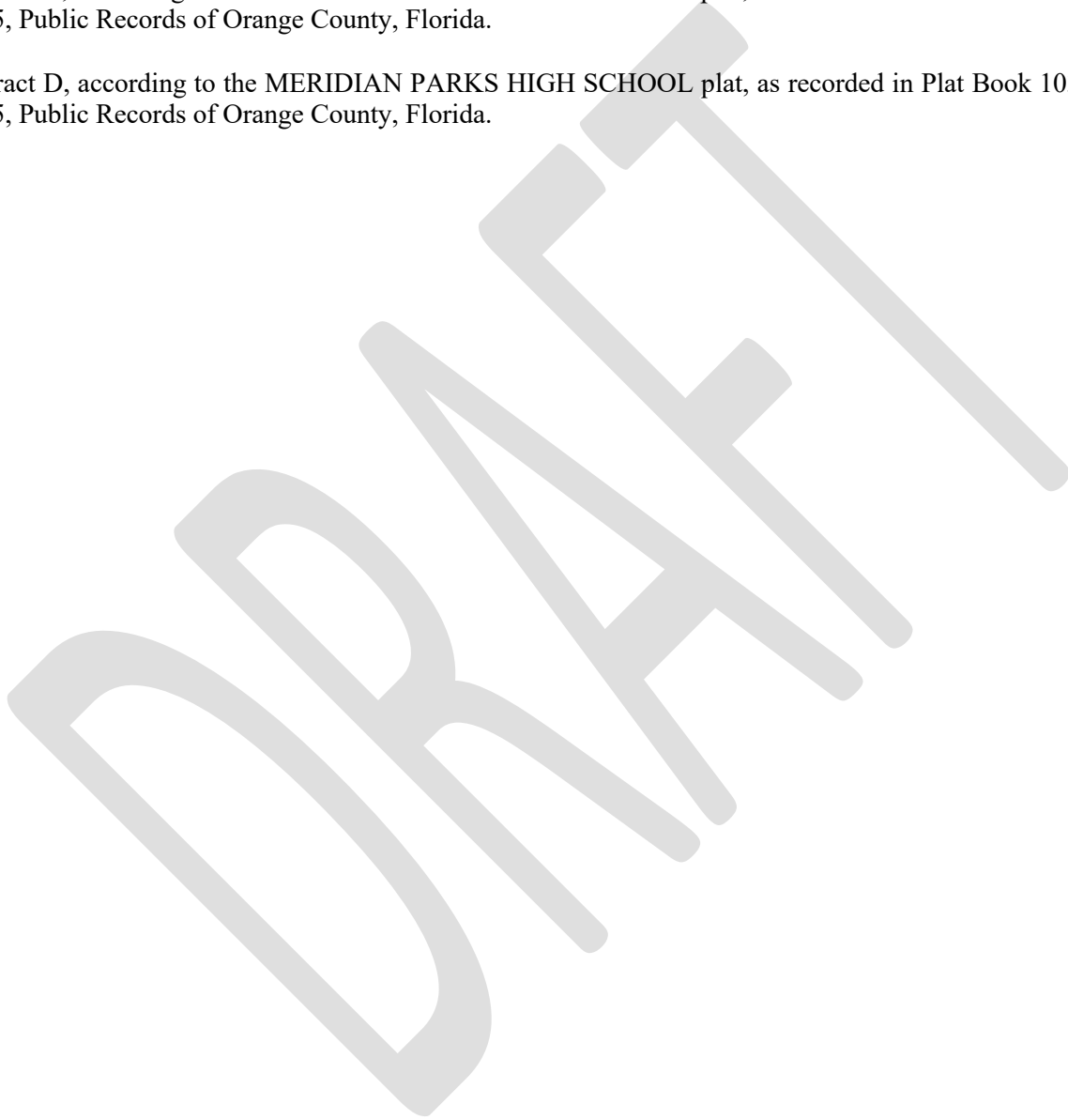
Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

EXHIBIT "A"

Easement Area

Tract C, according to the MERIDIAN PARKS HIGH SCHOOL plat, as recorded in Plat Book 103, Page 65, Public Records of Orange County, Florida.

Tract D, according to the MERIDIAN PARKS HIGH SCHOOL plat, as recorded in Plat Book 103, Page 65, Public Records of Orange County, Florida.



SECTION VII



**SERVICE AGREEMENT FOR
LIGHTING SERVICE
E-W CONNECTOR RD PH 1**

This Agreement is entered into this _____ day of _____ 20____, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 ("OUC") and **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, whose address is 219 E. Livingston Street, Orlando, FL 32801, ("Customer"), for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.
7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's

reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.

- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, 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.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to

this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.

- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. 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.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, 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 OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment,

but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting 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.

- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for twenty 20 years. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 herein below, whichever occurs first, and shall terminate at the end of two hundred and forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge,

until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.

- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.
- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.

- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Attention: Office of The General Counsel

If to Customer:

Dowden West Community Development District
219 E. LIVINGSTON STREET
ORLANDO, FL 32801
Attention: DISTRICT MANAGER

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement

shall not be considered a waiver of any such rights or matters at any subsequent time.

- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
 4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.

7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and 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 injury 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.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT

Federal ID # 82-2081671

By: [Signature]
Name: Ralph Charles Bell
Title: Chairman - RES
Date: October 3, 2023

WITNESSES:

By: [Signature]
Name: Jason M. Showe
Title: Notary Secretary

By: [Signature]
Name: Stacie M. Vanderbilt
Title: Records Secretary

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:

STATE OF Florida)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of October, 2023, by RALPH CHARLES BELL (name of person) as Chair (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of Dowden West CDD (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced _____ as identification.

(Notary Seal) [Signature]
Notary Public
Print Name: Jason M. Showe
My Commission Expires: 9/5/27



ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

ATTEST: By: _____
Name: Paula A. Velasquez
Title: Assistant Secretary

WITNESSES:
By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 20__, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

(Notarial Seal)

Notary Public, State of Florida

Print Name: _____

EXHIBIT 1

LIGHTING SERVICE FEES:

RATE PER MONTH

Monthly Lighting Service Charge:

Capital Investment		\$1,088.00
Maintenance		\$ 91.84
<u>Fuel and Energy</u>		<u>\$ 93.95</u>
Total	***	\$1,273.79

Upfront Payment \$0.00

Payment #	\$	Check #	Date Posted
		Charge Description #	Work Order #

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

*** From time to time, modifications to the original contract design (“Design Modifications”) may be necessary to accommodate local site requirements or other changes which were not anticipated by either party during the original contracting phase. Actual billed amount will be based on the as-built drawings which reflect the Design Modifications.

If the increase in the actual billed amount due to the Design Modifications is up to and including 10% of the Agreement’s original capital investment charge, Customer hereby assumes responsibility for payment of such charge increase without need for notification from OUC or further consent from Customer regarding same.

If the increase in the actual billed amount due to the Design Modifications exceeds 10% of the Agreement’s original capital investment charge, OUC will send to Customer completed Exhibit 2 reflecting such increase and both OUC and Customer shall execute same.

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year’s rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

EXHIBIT 1 (continued)

LIGHTING EQUIPMENT

OUC Installed Lighting Equipment:

(16) 8' X 2" ALUM ARM TAPERED, BLACK	[036-24026]
(16) 40' (35' MH) OCTAGONAL CONCRETE POLE DB THRU HOLES,	[036-27395]
(1) CONTROLLER ON PEDESTAL	[036-26065]
(16)196W LED COBRAHEAD	[036-23350]

All associated poles, fixtures, parts, wires, photocells, and controllers

CUSTOMER Installed Lighting Equipment:

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

INSTALLATION DATE is 180 days after the effective date of this Agreement as defined in 5.2. If OUC and CUSTOMER are ready and able to begin installation, installation may commence prior to the INSTALLATION DATE.

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ID: N/A

DESCRIPTION: All private/public roadways and easements within **EAST WEST CONNECTOR ROAD**, according to the plat thereof, as recorded in **Plat Book 111, Pages 126**, of the Public Records of Osceola County, Florida.

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____
Premise Address: Launch Point Rd
City, State, Zip: Orlando, FL 32832
Premise Number _____

BILLING INFORMATION

Billing Name: Dowden West Community Development District
Billing Address: 219 E. LIVINGSTON STREET
City, State, Zip: ORLANDO, FL 32801
Billing Contact Name: GMS-CFL
Billing Contact Phone: 407.841.5524
Federal Tax ID: 82-2081671

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 3388289887
Work Request No: 789217
Comments: _____

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O. # 789217 OUC Account # 3388289887

Project Name: E-W CONNECTOR RD PH 1

Customer/Account Name Dowden West Community Development District

Original Monthly Lighting Service Charges, Poles, Fixtures & Installation Scope:

Investment \$1,088.00 Maintenance \$91.84 Fuel & Energy \$93.95

- (16) 8' X 2" ALUM ARM TAPERED, BLACK [036-24026]
- (16) 40' (35' MH) OCTAGONAL CONCRETE POLE DB THRU HOLES, [036-27395]
- (1) CONTROLLER ON PEDESTAL [036-26065]
- (16) 196W LED COBRAHEAD [036-23350]

Amended Monthly Lighting Service Charges per As-Built, Poles, Fixtures & Installation Scope:

Investment _____ Maintenance _____ Fuel & Energy _____

[Insert As Built Streetlight Fixture/Pole Type/Quantity Bill of Material]

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SECTION IX

SECTION B

SECTION 1



Sent via Email: jshowe@gmscfl.com

June 20, 2023

Mr. Jason Showe
District Manager
Dowden West Community Development District
219 East Livingston Street
Orlando, Florida 32801

Subject: **District Engineers Report - 2023
Dowden West Community Development District
Section 9.19 of the Master Trust Indenture**

Dear Mr. Showe:

In accordance with Section 9.21 of the Master Trust Indenture for the Dowden West Community Development District (CDD), we have completed our annual review of the portions of the project within this CDD as constructed to date. We find, based on said inspection and our knowledge of the community, that those portions of the infrastructure are being maintained in reasonable good repair. We understand that portions of the project are under construction and will be reviewed and transferred to the CDD once complete.

We have reviewed the Operation and Maintenance budget for the Fiscal Year 2024 and believe that it is sufficient for the proper operation and maintenance of the Dowden West CDD.

In addition, and in accordance with this Section 9.21 of the Master Trust Indenture, we have reviewed the current limits of insurance coverage and we believe that this is adequate for the community.

Should you have any questions or require additional information, please contact me at (321) 354-9656.

Sincerely,

Reinardo Malavé, P.E.
District Engineer
Dowden West East Community Development District

RM:ap

J:\DOW 1 Dowden West CDD\Administrative Jobs\Reports\Dowden West CDD Annual District Engineer's Report 2023_06-20-2023

SECTION C

SECTION 1

Dowden West Community Development District

Summary of Check Register

July 8, 2023 to October 6, 2023

Bank	Date	Check No.'s	Amount
General Fund	7/17/23	302 - 305	\$ 11,208.05
	7/21/23	306	\$ 926.05
	7/28/23	307 - 310	\$ 7,193.50
	8/4/23	311 - 312	\$ 10,146.20
	8/10/23	313	\$ 18,709.71
	8/11/23	314	\$ 4,926.34
	8/18/23	315 - 317	\$ 29,703.53
	9/5/23	318	\$ 4,015.00
	9/8/23	319 - 320	\$ 26,851.64
			\$ 113,680.02
Total Amount			\$ 113,680.02

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/17/23	00018	7/06/23	16229	202306	320	53800	47000		AQUATIC WEED MANAGEMENT, INC.	*	950.00	950.00	000302
7/17/23	00007	6/30/23	363358	202306	310	51300	32200		BERGER, TOOMBS, ELAM, GAINES&FRANK	*	3,490.00	3,490.00	000303
7/17/23	00001	7/01/23	113	202307	310	51300	34000		MANAGEMENT FEES JUL23	*	3,154.42		
		7/01/23	113	202307	310	51300	35200		WEBSITE ADMIN JUL23	*	62.50		
		7/01/23	113	202307	310	51300	35100		INFORMATION TECH JUL23	*	93.75		
		7/01/23	113	202307	310	51300	31300		DISSEMINATION SVCS JUL23	*	291.67		
		7/01/23	113	202307	310	51300	51000		OFFICE SUPPLIES JUL23	*	.18		
		7/01/23	113	202307	310	51300	42000		POSTAGE JUL23	*	3.60		
		7/01/23	113	202307	310	51300	42500		COPIES JUL23	*	1.80		
		7/01/23	114	202307	320	53800	12000		FIELD MANAGEMENT JUL23	*	1,312.50		
									GOVERNMENTAL MANAGEMENT SERVICES-			4,920.42	000304
7/17/23	00014	7/12/23	ON 55921	202307	320	53800	46100		MOVE OAKTREE BLCKNG STOP	*	662.16		
		7/12/23	ON 55922	202307	320	53800	46100		DEAD SWEETBAY MAG RPLCMNT	*	1,185.47		
									YELLOWSTONE LANDSCAPE-SOUTHEAST LLC			1,847.63	000305
7/21/23	00002	7/05/23	118556	202306	310	51300	31500		LATHAM, LUNA, EDEN& BEAUDINE, LLP	*	926.05	926.05	000306
7/28/23	00018	7/27/23	16351	202307	320	53800	47000		AQUATIC WEED MANAGEMENT, INC.	*	950.00	950.00	000307
7/28/23	00020	7/20/23	5337	202307	320	53800	47400		BERRY CONSTRUCTION OF	*	1,500.00	1,500.00	000308
7/28/23	00006	7/26/23	2308676	202306	310	51300	31100		DEWBERRY ENGINEERS, INC.	*	2,662.50	2,662.50	000309

DOWD DOWDEN WEST MBYINGTON

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/28/23	00004	6/30/23	07523329	202306	310	310-51300	48000		NOT.BOS.MTG.BUDGET/ASSMNT	*	2,081.00		
									TRIBUNE PUBLISHING COMPANY, LLC DBA			2,081.00	000310
8/04/23	00025	7/28/23	8473	202307	320	320-53800	48100		SINKHOLE REPAIR/TV	*	8,521.20		
									DALE BEASLEY CONSTRUCTION, LLC			8,521.20	000311
8/04/23	00006	7/21/23	2309495	202306	310	310-51300	31100		ENGINEERS REPORT JUN23	*	1,625.00		
									DEWBERRY ENGINEERS, INC.			1,625.00	000312
8/10/23	00009	8/10/23	08102023	202308	300	300-20700	10100		ASSESSMENT TXFER - S2018	*	18,709.71		
									DOWDEN WEST CDD/US BANK			18,709.71	000313
8/11/23	00001	8/01/23	115	202308	310	310-51300	34000		MANAGEMENT FEES AUG23	*	3,154.42		
		8/01/23	115	202308	310	310-51300	35200		WEBSITE ADMIN AUG23	*	62.50		
		8/01/23	115	202308	310	310-51300	35100		INFORMATION TECH AUG23	*	93.75		
		8/01/23	115	202308	310	310-51300	31300		DISSEMINATION SVCS AUG23	*	291.67		
		8/01/23	115	202308	310	310-51300	51000		OFFICE SUPPLIES AUG23	*	.24		
		8/01/23	115	202308	310	310-51300	42000		POSTAGE AUG23	*	11.26		
		8/01/23	116	202308	320	320-53800	12000		FIELD MANAGEMENT AUG23	*	1,312.50		
									GOVERNMENTAL MANAGEMENT SERVICES-			4,926.34	000314
8/18/23	00002	8/04/23	119717	202307	310	310-51300	31500		GENERAL COUNSEL JUL23	*	1,261.89		
		8/04/23	119718	202307	310	310-51300	31500		CONVEYANCES JUL23	*	459.00		
									LATHAM, LUNA, EDEN& BEAUDINE, LLP			1,720.89	000315
8/18/23	00004	7/31/23	07710128	202307	310	310-51300	48000		NOT PF PH/ADPT BUDGT FY24	*	2,081.00		
									TRIBUNE PUBLISHING COMPANY, LLC DBA			2,081.00	000316
8/18/23	00014	8/01/23	ON 57395	202308	320	320-53800	46000		LANDSCAPE MAINT AUG23	*	25,901.64		
									YELLOWSTONE LANDSCAPE-SOUTHEAST LLC			25,901.64	000317

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
9/05/23	00006	8/18/23 2321559	202307 310-51300-31100	GENERAL ENGINEERING JUL23 DEWBERRY ENGINEERS, INC.	*	4,015.00	4,015.00 000318
9/08/23	00018	8/29/23 16480	202308 320-53800-47000	LAKE MAINTENANCE AUG23 AQUATIC WEED MANAGEMENT, INC.	*	950.00	950.00 000319
9/08/23	00014	9/01/23 ON 58016	202309 320-53800-46000	LANDSCAPE MAINT SEP23 YELLOWSTONE LANDSCAPE-SOUTHEAST LLC	*	25,901.64	25,901.64 000320
TOTAL FOR BANK A						113,680.02	
TOTAL FOR REGISTER						113,680.02	

SECTION 2

Dowden West
Community Development District

Unaudited Financial Reporting
August 31, 2023



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund Series 2018</u>
5	<u>Capital Projects Fund Series 2018</u>
6-7	<u>Month to Month</u>
8	<u>Long Term Debt Report</u>
9	<u>Series 2018 Construction Schedule</u>
10	<u>Assessment Receipt Schedule</u>

Dowden West
Community Development District
Combined Balance Sheet
August 31, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 74,815	\$ -	\$ -	\$ 74,815
<u>Investments:</u>				
<u>Series 2018</u>				
Reserve	\$ -	\$ 209,945	\$ -	\$ 209,945
Revenue	\$ -	\$ 192,588	\$ -	\$ 192,588
Construction	\$ -	\$ -	\$ 10,516	\$ 10,516
Due from General Fund	\$ -	\$ 2,920	\$ -	\$ 2,920
Prepaid Expenses	\$ 1,010	\$ -	\$ -	\$ 1,010
Total Assets	\$ 75,825	\$ 405,452	\$ 10,516	\$ 491,793
Liabilities:				
Accounts Payable	\$ 4,965	\$ -	\$ -	\$ 4,965
Due to Debt Service	\$ 2,920	\$ -	\$ -	\$ 2,920
Total Liabilities	\$ 7,885	\$ -	\$ -	\$ 7,885
Fund Balance:				
Nonspendable:				
Deposits and Prepaid Items	\$ 1,010	\$ -	\$ -	\$ 1,010
Restricted for:				
Debt Service 2018	\$ -	\$ 405,452	\$ -	\$ 405,452
Capital Projects - Series 2018	\$ -	\$ -	\$ 10,516	\$ 10,516
Unassigned	\$ 66,930	\$ -	\$ -	\$ 66,930
Total Fund Balances	\$ 67,940	\$ 405,452	\$ 10,516	\$ 483,908
Total Liabilities & Fund Balance	\$ 75,825	\$ 405,452	\$ 10,516	\$ 491,793

Dowden West
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 451,014	\$ 451,014	\$ 461,905	\$ 10,891
Assessments - Direct	\$ 154,442	\$ 154,442	\$ 154,439	\$ (3)
Total Revenues	\$ 605,457	\$ 605,457	\$ 616,345	\$ 10,888
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 4,800	\$ 4,400	\$ 600	\$ 3,800
FICA Expense	\$ 367	\$ 336	\$ 46	\$ 291
Engineering	\$ 12,000	\$ 11,000	\$ 18,528	\$ (7,528)
Attorney	\$ 25,000	\$ 22,917	\$ 17,756	\$ 5,161
Arbitrage	\$ 900	\$ 450	\$ 450	\$ -
Dissemination Fees	\$ 7,000	\$ 6,417	\$ 3,208	\$ 3,208
Annual Audit	\$ 5,000	\$ 5,000	\$ 3,490	\$ 1,510
Trustee Fees	\$ 7,000	\$ 4,041	\$ 4,041	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Management Fees	\$ 37,853	\$ 34,698	\$ 34,699	\$ (0)
Information Technology	\$ 1,125	\$ 1,031	\$ 1,031	\$ -
Website Maintenance	\$ 750	\$ 688	\$ 688	\$ -
Telephone	\$ 300	\$ 275	\$ -	\$ 275
Postage	\$ 1,000	\$ 917	\$ 706	\$ 211
Copies	\$ 1,000	\$ 917	\$ 154	\$ 762
Insurance	\$ 6,684	\$ 6,684	\$ 5,988	\$ 696
Legal Advertising	\$ 5,000	\$ 4,583	\$ 4,162	\$ 421
Other Current Charges	\$ 2,000	\$ 1,833	\$ 432	\$ 1,402
Office Supplies	\$ 500	\$ 458	\$ 3	\$ 455
Property Appraiser	\$ 250	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 123,704	\$ 111,820	\$ 101,156	\$ 10,664

Dowden West

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
<i>Operations & Maintenance</i>				
Contract Services				
Field Management	\$ 15,750	\$ 14,438	\$ 14,438	\$ -
Landscape Maintenance	\$ 283,944	\$ 260,282	\$ 220,511	\$ 39,771
Lake Maintenance	\$ 12,900	\$ 11,825	\$ 9,050	\$ 2,775
Mitigation Monitoring	\$ 10,000	\$ 9,167	\$ -	\$ 9,167
Repairs & Maintenance				
General Repairs & Maintenance	\$ 2,500	\$ 2,500	\$ 4,207	\$ (1,707)
Operating Supplies	\$ 500	\$ 458	\$ -	\$ 458
Landscape Replacement	\$ 5,000	\$ 5,000	\$ 89,847	\$ (84,847)
Irrigation Repairs	\$ 3,000	\$ 2,750	\$ 1,016	\$ 1,734
Alleyway Maintenance	\$ 5,000	\$ 5,000	\$ 8,521	\$ (3,521)
Signage	\$ 3,500	\$ 3,208	\$ 1,500	\$ 1,708
Utilities				
Electric	\$ 2,000	\$ 1,833	\$ 866	\$ 967
Water & Sewer	\$ 20,000	\$ 20,000	\$ 35,009	\$ (15,009)
Streetlights	\$ 107,475	\$ 98,519	\$ 89,859	\$ 8,660
Other				
Contingency	\$ 5,000	\$ 5,000	\$ 15,080	\$ (10,080)
Property Insurance	\$ 5,184	\$ 5,184	\$ 4,752	\$ 432
Total Operations & Maintenance	\$ 481,753	\$ 445,164	\$ 494,657	\$ (49,492)
Total Expenditures	\$ 605,457	\$ 556,984	\$ 595,812	\$ (38,829)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 20,532	
Fund Balance - Beginning	\$ -	\$ -	\$ 47,408	
Fund Balance - Ending	\$ -	\$ -	\$ 67,940	

Dowden West
Community Development District
Debt Service Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 419,890	\$ 419,890	\$ 430,904	\$ 11,014
Interest	\$ -	\$ -	\$ 9,659	\$ 9,659
Total Revenues	\$ 419,890	\$ 419,890	\$ 440,563	\$ 20,673
Expenditures:				
Interest - 11/1	\$ 158,794	\$ 158,794	\$ 158,794	\$ -
Principal - 5/1	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Interest - 5/1	\$ 158,794	\$ 158,794	\$ 158,794	\$ -
Total Expenditures	\$ 417,588	\$ 417,588	\$ 417,588	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 2,303		\$ 22,975	
Fund Balance - Beginning	\$ 167,729		\$ 382,477	
Fund Balance - Ending	\$ 170,032		\$ 405,452	

Dowden West
Community Development District
Capital Projects Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues				
Interest	\$ -	\$ -	263	\$ 263
Total Revenues	\$ -	\$ -	263	\$ 263
Expenditures:				
Capital Outlay	\$ -	\$ -	-	-
Total Expenditures	\$ -	\$ -	-	-
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	263	
Fund Balance - Beginning	\$ -	\$ -	10,253	
Fund Balance - Ending	\$ -	\$ -	10,516	

Dowden West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 9,023	\$ 36,286	\$ 166,883	\$ 210,202	\$ 16,325	\$ 7,889	\$ 8,905	\$ 3,262	\$ -	\$ 3,130	\$ -	\$ 461,905
Assessments - Direct	\$ -	\$ 77,220	\$ -	\$ 38,610	\$ -	\$ -	\$ 38,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 154,439
Total Revenues	\$ -	\$ 86,243	\$ 36,286	\$ 205,493	\$ 210,202	\$ 16,325	\$ 46,499	\$ 8,905	\$ 3,262	\$ -	\$ 3,130	\$ -	\$ 616,345
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ 200	\$ -	\$ -	\$ 600
FICA Expense	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ 15	\$ -	\$ -	\$ -	\$ 15	\$ -	\$ -	\$ 46
Engineering	\$ 1,755	\$ 595	\$ 1,020	\$ 1,935	\$ 765	\$ 930	\$ 170	\$ 3,055	\$ 4,288	\$ 4,015	\$ -	\$ -	\$ 18,528
Attorney	\$ 2,536	\$ 1,153	\$ 1,057	\$ 1,782	\$ 2,603	\$ 1,967	\$ 1,538	\$ 2,473	\$ 926	\$ 1,721	\$ -	\$ -	\$ 17,756
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Dissemination Fees	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ 292	\$ -	\$ 3,208
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,490	\$ -	\$ -	\$ -	\$ 3,490
Trustee Fees	\$ 1,010	\$ -	\$ -	\$ 3,030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,041
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Management Fees	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ -	\$ 34,699
Information Technology	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ 94	\$ -	\$ 1,031
Website Maintenance	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ -	\$ 688
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 12	\$ 2	\$ 6	\$ 3	\$ 20	\$ 44	\$ 3	\$ 12	\$ 589	\$ 4	\$ 11	\$ -	\$ 706
Copies	\$ 4	\$ -	\$ 10	\$ 20	\$ 5	\$ 51	\$ 30	\$ 29	\$ 5	\$ 2	\$ -	\$ -	\$ 154
Insurance	\$ 5,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,988
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,081	\$ 2,081	\$ -	\$ -	\$ 4,162
Other Current Charges	\$ 38	\$ 38	\$ 39	\$ 39	\$ 39	\$ 38	\$ 38	\$ 39	\$ 39	\$ 46	\$ 39	\$ -	\$ 432
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ 3
Property Appraiser	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 20,121	\$ 5,606	\$ 6,185	\$ 10,412	\$ 7,034	\$ 6,848	\$ 5,382	\$ 9,210	\$ 15,019	\$ 11,686	\$ 3,652	\$ -	\$ 101,156

Dowden West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Contract Services													
Field Management	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	- \$ 14,438
Landscape Maintenance	\$ 14,501	\$ 17,737	\$ 17,737	\$ 17,737	\$ 17,737	\$ 20,612	\$ 20,612	\$ 20,612	\$ 23,662	\$ 23,662	\$ 25,902	\$ -	\$ 220,511
Lake Maintenance	\$ 600	\$ 600	\$ 600	\$ 600	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	- \$ 9,050
Mitigation Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Repairs & Maintenance													
General Repairs & Maintenance	\$ 635	\$ -	\$ 247	\$ -	\$ -	\$ -	\$ 765	\$ 2,560	\$ -	\$ -	\$ -	\$ -	- \$ 4,207
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ -
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,999	\$ 1,848	\$ -	\$ -	- \$ 89,847
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ 439	\$ -	\$ -	\$ 577	\$ -	\$ -	\$ -	\$ -	- \$ 1,016
Alleyway Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,521	\$ -	\$ -	- \$ 8,521
Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	- \$ 1,500
Utilities													
Electric	\$ 84	\$ 84	\$ 86	\$ 72	\$ 93	\$ 25	\$ 89	\$ 85	\$ 83	\$ 84	\$ 81	\$ -	\$ 866
Water & Sewer	\$ 3,680	\$ 2,418	\$ 3,386	\$ 3,753	\$ 3,108	\$ 3,426	\$ 3,570	\$ 3,240	\$ 3,089	\$ 2,943	\$ 2,395	\$ -	\$ 35,009
Streetlights	\$ 8,136	\$ 8,113	\$ 8,123	\$ 8,218	\$ 8,176	\$ 5,943	\$ 13,595	\$ 5,901	\$ 7,875	\$ 7,894	\$ 7,885	\$ -	\$ 89,859
Other													
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,080	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ 15,080
Property Insurance	\$ 4,752	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	- \$ 4,752
Total Operations & Maintenance	\$ 33,701	\$ 30,265	\$ 31,491	\$ 31,692	\$ 31,816	\$ 32,268	\$ 55,974	\$ 35,238	\$ 124,972	\$ 48,714	\$ 38,525	\$ -	\$ 494,657
Total Expenditures	\$ 53,822	\$ 35,871	\$ 37,676	\$ 42,104	\$ 38,850	\$ 39,116	\$ 61,355	\$ 44,448	\$ 139,991	\$ 60,401	\$ 42,177	\$ -	\$ 595,812
Excess Revenues (Expenditures)	\$ (53,822)	\$ 50,372	\$ (1,390)	\$ 163,389	\$ 171,352	\$ (22,791)	\$ (14,856)	\$ (35,543)	\$ (136,729)	\$ (60,401)	\$ (39,048)	\$ -	\$ 20,532

Dowden West

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
OPTIONAL REDEMPTION DATE:	5/1/2029
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)
LESS: PRINCIPAL PAYMENT - 05/01/23	(\$100,000)
CURRENT BONDS OUTSTANDING	\$5,785,000

Dowden West

Community Development District

Special Assessment Revenue Bonds, Series 2018

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2022				
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
5/26/22	10	SOS Solar Inc d/b/a Viasol Lighting	Solar lighting completion invoice #20-1133	\$9,048.00
TOTAL				\$45,540.00

Fiscal Year 2022				
10/1/21		Interest		\$0.23
11/1/21		Interest		\$0.24
12/1/21		Interest		\$0.09
1/1/22		Interest		\$0.08
2/1/22		Interest		\$0.08
3/1/22		Interest		\$0.07
4/1/22		Interest		\$0.08
5/1/22		Interest		\$0.08
6/1/22		Interest		\$0.07
7/1/22		Interest		\$0.04
8/1/22		Interest		\$0.04
9/1/22		Interest		\$6.76
TOTAL				\$7.86

Project (Construction) Fund at 09/30/21	\$55,784.77
Interest Earned thru 09/30/22	\$7.86
Requisitions Paid thru 09/30/22	(\$45,540.00)
Remaining Project (Construction) Fund	\$10,252.63

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2023				
TOTAL				\$0.00

Fiscal Year 2023				
10/1/22		Interest		\$12.64
11/1/22		Interest		\$15.52
12/1/22		Interest		\$16.48
1/1/23		Interest		\$19.24
2/1/23		Interest		\$20.50
3/1/23		Interest		\$18.63
4/1/23		Interest		\$25.20
5/1/23		Interest		\$31.50
6/1/23		Interest		\$32.72
7/1/23		Interest		\$32.62
8/1/23		Interest		\$38.12
TOTAL				\$263.17

Project (Construction) Fund at 09/30/22	\$10,252.63
Interest Earned thru 08/31/23	\$263.17
Requisitions Paid thru 08/31/23	\$0.00
Remaining Project (Construction) Fund	\$10,515.80

Dowden West
Community Development District
Special Assessment Receipt Schedule
Fiscal Year 2023

Gross Assessments \$ 479,802.77 \$ 447,600.00 \$ 927,402.77
 Net Assessments \$ 451,014.60 \$ 420,744.00 \$ 871,758.60

ON ROLL ASSESSMENTS

51.74% 48.26% 100.00%

Date	Distribution	Distribution Period	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	Series 2018		Total
								O&M Portion	Debt Service	
11/16/22	#2	10/22/22 - 11/01/22	\$3,593.65	\$0.00	(\$143.75)	\$0.00	\$3,449.90	\$1,784.85	\$1,665.05	\$3,449.90
11/23/22	#3	11/02/22 - 11/08/22	\$14,574.28	\$0.00	(\$582.98)	\$0.00	\$13,991.30	\$7,238.56	\$6,752.74	\$13,991.30
12/07/22	#4	11/09/22 - 11/17/22	\$4,392.25	\$0.00	(\$175.69)	\$0.00	\$4,216.56	\$2,181.49	\$2,035.07	\$4,216.56
12/14/22	#5	11/18/22 - 11/21/22	\$64,685.74	\$0.00	(\$2,587.47)	\$371.40	\$62,469.67	\$32,319.42	\$30,150.25	\$62,469.67
12/21/22	#6	11/22/22 - 11/26/22	\$3,593.66	\$0.00	(\$143.75)	\$0.00	\$3,449.91	\$1,784.85	\$1,665.06	\$3,449.91
01/13/23	#7	11/27/22	\$336,006.68	\$0.00	(\$13,440.54)	\$0.00	\$322,566.14	\$166,883.40	\$155,682.74	\$322,566.14
02/03/23	#8	11/28/22 - 12/02/22	\$30,346.42	\$0.00	(\$1,213.88)	\$0.00	\$29,132.54	\$15,072.06	\$14,060.48	\$29,132.54
02/16/23	#9	12/03/22 - 12/06/22	\$393,345.81	(\$447.88)	(\$15,734.18)	\$0.00	\$377,163.75	\$195,130.12	\$182,033.63	\$377,163.75
03/16/23	#10	12/07/22 - 12/15/22	\$28,879.58	\$0.00	(\$1,139.23)	\$3,814.38	\$31,554.73	\$16,325.21	\$15,229.52	\$31,554.73
04/14/23	#11	12/16/22 - 12/31/22	\$15,741.29	\$0.00	(\$492.24)	\$0.00	\$15,249.05	\$7,889.28	\$7,359.77	\$15,249.05
05/15/23	#12	01/01/23 - 01/31/23	\$17,589.58	\$0.00	(\$377.70)	\$0.00	\$17,211.88	\$8,904.77	\$8,307.11	\$17,211.88
06/15/23	#13	02/01/23 - 03/15/23	\$5,001.48	\$0.00	(\$9.98)	\$1,313.07	\$6,304.57	\$3,261.74	\$3,042.83	\$6,304.57
08/15/23	#15	03/16/23 - 04/30/23	\$5,989.41	\$0.00	\$0.00	\$59.89	\$6,049.30	\$3,129.68	\$2,919.62	\$6,049.30
TOTAL			\$ 923,739.83	\$ (447.88)	\$ (36,041.39)	\$ 5,558.74	\$ 892,809.30	\$ 461,905.43	\$ 430,903.87	\$ 892,809.30

102%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Mattamy Homes - Beachline South Residential						
2023-01					\$154,439.30	\$154,439.30
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Operations & Maintenance	
11/8/22	11/1/22	33613	\$77,219.65	\$77,219.65	\$77,219.65	
1/25/23	2/1/23	34528	\$38,609.83	\$38,609.83	\$38,609.83	
4/26/23	5/1/23	35703	\$38,609.83	\$38,609.83	\$38,609.83	
\$154,439.31				\$154,439.31	\$154,439.31	

SECTION 3

Dowden West
Community Development District

Fiscal Year 2023
Funding Request #1
September 18, 2023

General Fund
FY2023

1	Yellowstone Landscape Invoice #ON 580161 - Landscape Maintenance - September 2023	\$	25,901.64
2	Orange County Utilities Billing Date 08/16/23	\$	2,395.08
3	OUC Billing Date 08/04/23	\$	7,965.68

Total: \$ **36,262.40**

Please make check payable to:

Dowden West Community Development District
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822



INVOICE

INVOICE #	INVOICE DATE
ON 580161	9/1/2023
TERMS	PO NUMBER
Net 30	

Bill To:

Dowden West CDD
c/o GMS-CF, LLC
219 E. Livingston Street
Orlando, FL 32801

Property Name: Dowden West CDD

1.320.538.460
Landscape Maint Sep23

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Invoice Due Date: October 1, 2023

Invoice Amount: \$25,901.64

Description	Current Amount
Monthly Landscape Maintenance RENEWAL September 2023	\$25,901.64

Invoice Total **\$25,901.64**

Excellence

IN COMMERCIAL LANDSCAPING

Received 9/31/23

Should you have any questions or inquiries please call (386) 437-6211.



ORANGE COUNTY UTILITIES
9150 CURRY FORD ROAD
ORLANDO, FLORIDA 32825-7600

DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT
Account Number: 6344976732
Billing Date: 8/16/2023
Due Date: 9/8/2023

CUSTOMER INQUIRIES: 407-836-5515
TOLL FREE: 800-626-1140
24 HOUR EMERGENCY: 407-836-2777

www.ocfl.net/PayUtilities/



Account Summary as of August 16, 2023	
Previous Balance	\$2,943.00
Payments Received	-2,943.00
Credit Adjustments	-12.69
Balance Forward	-12.69
Current Charges	2,407.77
Total Amount Due	\$2,395.08
*** AUTO PAY CUSTOMER ***	

Service Address: , ,

Deposit Interest Refund

Adjustments

08/10/2023 Deposit interest -12.69

Service Address: 11905 FOUNDERS ST, ORLANDO, FL 32832-0000

Reclaim Commercial

Reclaim Commercial

Service from 7/18/23 - 8/16/23

Meter Number	Curr Read	Prev Read	Water Usage
20032256	0	0	+0 KGAL

Meter Fixed Charge \$10.89	10.89
Public Service Tax	1.09
Subtotal	\$11.98

Total Charge for All Services at This Address

\$11.98



UTILITY BILL
PO BOX 312
ORLANDO, FL 32802-0312
www.ocfl.net/PayUtilities/

Return this portion with payment - Do not send cash through mail
Please make checks payable to Orange County Utilities

RECEIVED

AUG 25 2023

Account Number	Total Due	Total Due Drafted On or About
6344976732	\$2,395.08 Do Not Pay	8/28/2023

ORA0816B 5484 1 AB 0.537
7000006017 00.0016.0046 5484/1



DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
219 E LIVINGSTON ST
ORLANDO FL 32801-1508



Do Not Send Payment

**Your Bill is Scheduled
for Electronic Payment**

Service Address: 12082 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
18044746	33951	33397	+554 KGAL

Reclaim Commercial

Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$21.77	21.77
535 kgal at \$1.17 per kgal	625.95
Public Service Tax	64.77
Subtotal	\$712.49

Total Charge for All Services at This Address

\$712.49

Service Address: 12113 DOWDEN RD, ORLANDO, FL 32832-5048

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
20032252	0	0	+0 KGAL

Reclaim Commercial

Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
Public Service Tax	1.09
Subtotal	\$11.98

Total Charge for All Services at This Address

\$11.98

Service Address: 12239 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19035184	86	86	+0 KGAL

Reclaim Commercial

Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
Public Service Tax	1.09
Subtotal	\$11.98

Orange County Utilities is not responsible for undelivered or late mail. In the event you fail to receive a utility bill, please call our office (numbers shown below). Acceptable forms of payment: cash, check, money order, debit card, Visa®, MasterCard®, Discover®, and American Express®.

Payment locations: 9150 Curry Ford Road, Amスコ Financial® locations, participating Winn-Dixie® stores equipped with Western Union® services, and any Walmart, Walmart Supercenter®, or Walmart Neighborhood Market®. For your convenience, drop boxes are located at 9150 Curry Ford Road and 201 South Rosalind Avenue. Drop box payments are processed the following business day. Acceptable drop box payments are checks and money orders.

ANY AMOUNT NOT PAID BY THE DUE DATE IS SUBJECT TO A LATE FEE OF 1.5%

9150 Curry Ford Road Lobby and Drive Thru Hours: 8:00 a.m. - 5:00 p.m. Monday - Friday

Telephone Numbers:

General Inquiries:	407-836-5515	Relay Services (Hearing Impaired):	Dial 711
24-HOUR EMERGENCY:	407-836-2777	Toll Free (Outside Orange County):	800-626-1140

Mail All Correspondence To: PO Box 312 Orlando, FL 32802-0312

Para más información, por favor llame al Departamento de Servicios Públicos del Condado de Orange y pida hablar con un representante en español. El número de teléfono es 407-836-5515.

Total Charge for All Services at This Address **\$11.98**

Service Address: 12259 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19052684	5674	5545	+129 KGAL

Reclaim Commercial	
Service from 7/18/23 - 8/16/23	
Meter Fixed Charge	\$10.89
119 kgal at \$1.17 per kgal	139.23
Public Service Tax	15.01
Subtotal	\$165.13

Total Charge for All Services at This Address **\$165.13**

Service Address: 12286 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19052691	4955	4869	+86 KGAL

Reclaim Commercial	
Service from 7/18/23 - 8/16/23	
Meter Fixed Charge	\$10.89
76 kgal at \$1.17 per kgal	88.92
Public Service Tax	9.98
Subtotal	\$109.79

Total Charge for All Services at This Address **\$109.79**

Service Address: 12306 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19052687	2227	2165	+62 KGAL

Reclaim Commercial	
Service from 7/18/23 - 8/16/23	
Meter Fixed Charge	\$10.89
52 kgal at \$1.17 per kgal	60.84
Public Service Tax	7.17
Subtotal	\$78.90

Total Charge for All Services at This Address **\$78.90**

Service Address: 12311 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19052682	1816	1789	+27 KGAL

Reclaim Commercial	
Service from 7/18/23 - 8/16/23	
Meter Fixed Charge	\$10.89
17 kgal at \$1.17 per kgal	19.89
Public Service Tax	3.08
Subtotal	\$33.86

Total Charge for All Services at This Address **\$33.86**



7/18/23 09:00:00 AM

Service Address: 12321 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19052690	2860	2822	+38 KGAL

Reclaim Commercial

Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
28 kgal at \$1.17 per kgal	32.76
Public Service Tax	4.37
Subtotal	\$48.02

Total Charge for All Services at This Address

\$48.02

Service Address: 12328 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19052689	1970	1928	+42 KGAL

Reclaim Commercial

Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
32 kgal at \$1.17 per kgal	37.44
Public Service Tax	4.83
Subtotal	\$53.16

Total Charge for All Services at This Address

\$53.16

Service Address: 12333 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19052686	1700	1700	+0 KGAL

Reclaim Commercial

Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
Public Service Tax	1.09
Subtotal	\$11.98

Total Charge for All Services at This Address

\$11.98

Service Address: 12364 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19052692	2099	2041	+58 KGAL

Reclaim Commercial

Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
48 kgal at \$1.17 per kgal	56.16
Public Service Tax	6.71
Subtotal	\$73.76

Total Charge for All Services at This Address

\$73.76

Service Address: 12388 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19052685	3084	3084	+0 KGAL

Reclaim Commercial
Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
Public Service Tax	1.09
Subtotal	\$11.98

Total Charge for All Services at This Address **\$11.98**

Service Address: 12412 DOWDEN RD, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
19052683	4139	4030	+109 KGAL

Reclaim Commercial
Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
99 kgal at \$1.17 per kgal	115.83
Public Service Tax	12.67
Subtotal	\$139.39

Total Charge for All Services at This Address **\$139.39**

Service Address: 19027 EXPLORATION AVE, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
20032244	9814	9725	+89 KGAL

Reclaim Commercial
Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
79 kgal at \$1.17 per kgal	92.43
Public Service Tax	10.33
Subtotal	\$113.65

Total Charge for All Services at This Address **\$113.65**

Service Address: 9195 HEADSAIL AVE, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
20092843	1316	858	+458 KGAL

Reclaim Commercial
Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
448 kgal at \$1.17 per kgal	524.16
Public Service Tax	53.51
Subtotal	\$588.56

Total Charge for All Services at This Address **\$588.56**



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Service Address: 9293 SEA PINE AVE, ORLANDO, FL 32832-0000

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
20092842	3696	3530	+166 KGAL

Reclaim Commercial
Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
156 kgal at \$1.17 per kgal	182.52
Public Service Tax	19.34
Subtotal	\$212.75

Total Charge for All Services at This Address

\$212.75

Service Address: 9447 LAUNCH POINT RD, ORLANDO, FL 32832-5959

Reclaim Commercial

Meter Number	Curr Read	Prev Read	Water Usage
20032246	760	745	+15 KGAL

Reclaim Commercial
Service from 7/18/23 - 8/16/23

Meter Fixed Charge \$10.89	10.89
5 kgal at \$1.17 per kgal	5.85
Public Service Tax	1.67
Subtotal	\$18.41

Total Charge for All Services at This Address

\$18.41

UTILITY DEPOSIT

\$3,023.66

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT

MASTER BILL SUMMARY

DUE DATE

08/24/23

OPENING BALANCE \$7,977.78	-	PAYMENTS \$7,977.78	=	BALANCE FORWARD \$0.00	+	CURRENT CHARGES \$7,965.68	=	TOTAL AMOUNT DUE \$7,965.68
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CURRENT CHARGES SUMMARY \$7,965.68*

OUConvenient Lighting	\$ 7,877.48
Commercial Non-Demand Electric Rate	58.77
Residential Solid Waste	20.85
Gross Receipts Tax	8.58

* A detailed description of current charges is categorized by service address on each of the following pages.

RECEIVED

AUG 14 2023

CUSTOMER SERVICE

 Online
www.ouc.com

 Telephone
407-423-9018

 Payments
PO Box 31329
Tampa FL 33631-3329

MESSAGE CENTER

**SYSTEM UPGRADE
COMING SOON!**

From 9/2 until 9/5, self-service at OUC.com and our automated phone system will be unavailable.

Learn more:

OUC.com/systemupgrade

BEAT THE HEAT



Ways to lower your bill at OUC.com/hotweather

ACCOUNT NUMBER

3388289887

DO NOT PAY

DUE DATE 08/24/23	TOTAL AMOUNT DUE \$7,965.68
-----------------------------	---------------------------------------

Pay by the due date to avoid a 1.5% late charge or minimum \$5 charge.

Your bank account will be drafted on August 23, 2023

1 of 3

*****AUTO**5-DIGIT 32822 C 19 P 2 7098 1 AV 0.495 Seq=709


DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
6200 LEE VISTA BLVD STE 300
ORLANDO FL 32822-5149

980J00



DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT

WAYS TO PAY

	Online	AutoPay	Pay By Phone	Pay by Mail	Payment Locations
Payment Type Accepted	Checking Account; Credit or Debit Card	Automatic withdrawal	Checking Account; Credit or Debit Card	Check or Money Order; Never mail cash	Check, Cash or Money Order
Cost	FREE for eCheck; Convenience Fee* Using Credit/Debit	FREE	FREE for eCheck; Convenience Fee* Using Credit/Debit	Postage	Convenience Fee*
Source (How To)	Register using www.ouc.com	Register using www.ouc.com	407-423-9018	Payments with bill stubs: OUC, PO Box 31329, Tampa, FL 33631-3329	More than 400 locations, including participating Amscot, CVS, ACE Cash Express, Walmart, Publix and more. For a complete list, visit www.ouc.com

*All Convenience Fees are collected by third-party vendors. OUC receives no portion of these convenience fees. Please visit www.ouc.com/pay-my-bill for more information about fees.

WAYS TO CONTACT US

	Residential Customer Service	Business Customer Service	Reporting an Electric or Water Problem or Utility Theft	Reporting a Streetlight Problem
Phone	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445	407-423-9018 or 800-848-7445
Availability	Monday - Friday 7 a.m. - 6 p.m.	Monday - Friday; 7:30 a.m. - 5:30 p.m. at 100 W. Anderson St., Orlando, FL 32801	24/7	24/7
Online	customerservice@ouc.com	commercialsvcs@ouc.com	Register at www.ouc.com to report a problem	streetlightservice@ouc.com

General Correspondence: Mail to Orlando Utilities Commission, PO Box 3193, Orlando, FL 32802 or call 407-423-9100. Never mail payments or cash to this address.

HELPFUL PHONE NUMBERS

Home Warranty Protection Programs
www.awrusa.com/ouc
To file a claim, call 877-320-4624

Call Before You Dig
Sunshine 811
8-1-1 or 800-432-4770
www.sunshine811.com

2-1-1 Community Resources and Elder Helpline for Orange or Osceola Residents 2-1-1 or 407-839-HELP (4357)

City of Orlando
Solid Waste: 407-246-2314
Wastewater: 407-246-2213

City of St. Cloud
Solid Waste: 407-957-7289

Orange County
Wastewater: 407-836-5515

St. Cloud Utilities
407-957-7344

USEFUL INFORMATION

Service Charge: A fixed monthly charge to cover basic costs of providing billing, metering and meter reading services.

kWh: A unit of measure for energy consumption equal to 1,000 watt hours.

KGAL: A unit of measure for water consumption equal to 1,000 gallons.

Other Agencies' Charges: Your OUC statement may contain certain fees and taxes charged by the City of Orlando, Orange County, and other state and local government agencies. Please contact these agencies for information about their charges. The Gross Receipts Tax applies to electric charges only.

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT

Subtotal ▶ \$7,884.56

CURRENT CHARGES

OUC Electric Service \$7,877.48

Customer Ref: Meridian Park Ph N1B	
OUConvenient Lighting (07/03/23 - 08/03/23)	
Investment - Convenient 109.56 @ \$9.98	\$ 1,093.41
Maintenance - Convenient 30 @ \$7.72	231.60
837.00 kWh @ \$0.03287 (Non-Fuel)	27.51
837.00 kWh @ \$0.05332 (Fuel)	44.63
<i>(\$39.29 of your Fuel Cost is exempt from Municipal Tax)</i>	
Customer Ref: Meridian Park WO 629451	
OUConvenient Lighting (07/03/23 - 08/03/23)	
Investment - Convenient 170.97 @ \$9.98	1,706.28
Maintenance - Convenient 85 @ \$3.31	281.35
Customer Ref: Meridian Park N14 WO 691885	
OUConvenient Lighting (07/03/23 - 08/03/23)	
Investment - Convenient 92.82 @ \$9.98	926.34
Maintenance - Convenient 27 @ \$7.72	208.44
753.30 kWh @ \$0.03287 (Non-Fuel)	24.76
753.30 kWh @ \$0.05332 (Fuel)	40.17
<i>(\$35.36 of your Fuel Cost is exempt from Municipal Tax)</i>	
Customer Ref: Downden Road WO # 629453	
OUConvenient Lighting (07/03/23 - 08/03/23)	
Investment - Convenient 91.8 @ \$9.98	916.16
Maintenance - Convenient 37 @ \$3.31	122.47
Customer Ref: Meridian Park N1B	
OUConvenient Lighting (07/03/23 - 08/03/23)	
Investment - Convenient 180.53 @ \$9.98	1,801.69
Maintenance - Convenient 58 @ \$5.40	313.20
1,618.20 kWh @ \$0.03287 (Non-Fuel)	53.19
1,618.20 kWh @ \$0.05332 (Fuel)	86.28
<i>(\$75.96 of your Fuel Cost is exempt from Municipal Tax)</i>	

State of Florida Charges \$7.08

Gross Receipts Tax	\$ 7.08
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2 of 3

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT

Subtotal ▶ **\$40.53**

CURRENT CHARGES

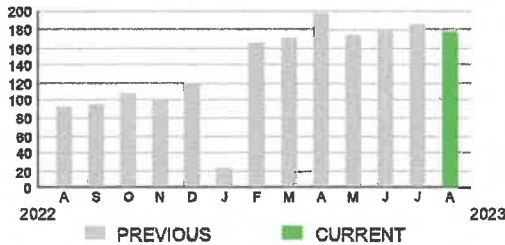
OUC Electric Service **\$39.52**

Meter #: 7CD15804 - Service Charge \$ 17.50
 Commercial Non-Demand Electric Rate (07/03/23 - 08/03/23)
 177 kWh @ \$0.06688 (Non-Fuel)..... 11.84
 177 kWh @ \$0.05752 (Fuel)..... 10.18
 (\$9.05 of your Fuel Cost is exempt from Municipal Tax)

State of Florida Charges **\$1.01**

Gross Receipts Tax..... \$ 1.01

 **Electric Usage In kWh**



Meter Data

METER #: 7CD15804
 CURRENT: 2,980 on 08/03/23
 PREVIOUS: 2,803 on 07/03/23
 TOTAL USAGE: 177 kWh
 DAYS OF SERVICE: 31

AVERAGE DAILY USAGE	THIS PERIOD	LAST YEAR
	5.71 kWh	2.91 kWh

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT

Subtotal ▶ **\$40.59**

CURRENT CHARGES

OUC Electric Service \$19.25

Meter #: 7CD25625 - Service Charge \$ 17.50
 Commercial Non-Demand Electric Rate (07/03/23 - 08/03/23)
 14 kWh @ \$0.06688 (Non-Fuel)..... 0.94
 14 kWh @ \$0.05752 (Fuel)..... 0.81
 (\$0.72 of your Fuel Cost is exempt from Municipal Tax)

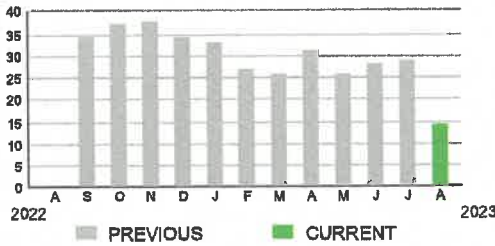
City of Orlando Charges \$20.85

Residential Solid Waste (07/03/23 - 08/03/23) \$ 20.85

State of Florida Charges \$0.49

Gross Receipts Tax..... \$ 0.49

 **Electric Usage in kWh**



Meter Data

METER #: 7CD25625
 CURRENT: 550 on 08/03/23
 PREVIOUS: 536 on 07/03/23
 TOTAL USAGE: 14 kWh
 DAYS OF SERVICE: 31

AVERAGE DAILY USAGE THIS PERIOD
0.45 kWh