

*Dowden West Community
Development District*

Agenda

April 18, 2024

AGENDA

Dowden West

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

REVISED AGENDA

April 11, 2024

Board of Supervisors Dowden West Community Development District

Dear Board Members:

The Board of Supervisors of Dowden West Community Development District will meet **Thursday, April 18, 2024 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 March 21, 2024 Meeting
4. Ratification of Series 2024 Requisition #1
5. Consideration of Authorizing Establishment of Account with the Florida State Board of Administration (Florida PRIME)
6. **Consideration Standard Lighting Agreement with OUC for Phase N-4 Street Lighting - Added**
7. Staff Reports
 - A. Attorney
 - i. Annual Reminder on Florida Laws for Public Officials
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
8. Supervisor's Requests
9. Other Business
10. Next Meeting Date
11. 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, March 21, 2024, at 9:00 a.m. in the offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Chuck Bell	Chairman
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>
Sete Zare	MBS Capital Markets <i>by telephone</i>
Tim Brasswell	Akerman <i>by telephone</i>
Kendall Bulleit	MBS Capital Markets <i>by telephone</i>
Chase Arrington	Dewberry <i>by telephone</i>

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 no comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the February 29, 2024 Meeting

Mr. Showe presented the February 29, 2024, meeting and asked for any comments, corrections or changes. The Board had no changes to the minutes.

On MOTION by Mr. Franklin seconded by Mr. Madlang with all in favor the minutes of the February 29, 2024 meeting were approved, as presented.

FOURTH ORDER OF BUSINESS

Consideration of Supplemental Assessment Methodology Report

Mr. Showe: This is the same as was presented at the last meeting. There were no changes.

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor the Supplemental Assessment Methodology Report for Area Two was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-11 Finalizing the Special Assessments Securing the Series 2024 Bonds

Mr. Lazarovich: At the last meeting the Board adopted Resolution 2024-09. Which levied special assessments. We have now priced the bonds and this reflects the actual pricing.

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor Resolution 2024-11 Finalizing the Special Assessments Securing the Series 2024 Bonds was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being no comments, the next item followed.

B. Engineer

There being no comments, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Showe presented the check register for the month of February 2024 in the amount of \$51,483.40.

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

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package. No Board action was required.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS Next Meeting Date

Mr. Showe: The next meeting is scheduled for April 18, 2024. We will present the proposed budget at that meeting.

TENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the meeting adjourned at 9:05 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**FORM OF REQUISITION
DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS, SERIES 2024**

The undersigned, a Responsible Officer of Dowden West Community Development District (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the of the Master Trust Indenture from the Issuer to US Bank, as trustee (the "Trustee"), dated as of November 1, 2018, as supplemented by that certain Second Supplemental Trust Indenture dated as of March 1, 2024 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 1 Date: March 27, 2024
- (B) Name of Payee: Dewberry Engineering Inc.
- (C) Amount Payable: **\$14,850**
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Cost of Issuance, if applicable): **This requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid**
- (E) Fund or Account from which disbursement to be made: Construction and Acquisition Account

The undersigned hereby certifies that:

1. obligation in the stated set forth above have been incurred by the Issuer,
or
this requisition is for Costs of Issuance payable from the Acquisition and Construction Fund that have not previously been paid;
2. each disbursement set forth above is a proper charge against the Acquisition and Construction Fund
3. each disbursement set forth above was incurred in connection with the acquisition and/or construction of the project;
4. Each disbursement represents a Cost of the Project which has not previously been paid.

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

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


Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Responsible Officer

**CONSULTING ENGINEER'S APPROVAL
FOR NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement for other than Cost of Issuance., the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof.


Consulting Engineer 4-2-24
Dewberry Engineers Inc.

INVOICE



Dewberry®

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

Bill To: DOWDEN WEST CDD
GMS C/O GEORGE FLINT
219 E. LIVINGSTON STREET
ORLANDO FL 32801

Invoice #: 2396954-02
Invoice Date: 2/09/2024
Due Date: 3/11/2024
Client #: 741339
Contract #: 50152268
Batch #: 3338041

Work Performed Thru Period Ending 1/26/2024

Job: 50152268 Dowden West CDD Eng
WO #2022-1

TIME & MATERIAL BILLING

Task ID **Task Description**

T001 GENERAL ENGINEERING

Description
ADMIN PROFESSIONAL III
DESIGNER II
PRINCIPAL

Prev Amount Billed \$ 30,942.50

CURRENT PERIOD BILLING

Hours	Rate	Amount
4.50	110.000	\$ 495.00
25.00	120.000	\$ 3,000.00
21.00	315.000	\$ 6,615.00
TOTAL HOURLY LABOR	50.50	\$ 10,110.00
TOTAL FOR T001		\$ 10,110.00

TOTAL FOR JOB: 50152268 \$ 10,110.00

TOTAL INVOICE AMOUNT DUE \$ 10,110.00
BY 3/10/2024

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking information or account number.

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

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

REINARDO MALAVE DAVILA



WEEK BEGINNING		WEEK ENDING		EMPLOYEE NO.	NAME (Last, First, M.I.)	HOME B.U.	P.C.	WEEKLY TIMESHEET					
12/30/2023		1/5/2024		220389	MALAVE DAVILA, REINARDO	2705	3						
PAY TYPE	WORK STATE	JOB/BU	COST CODE	WORK ORDER	DESCRIPTION/CREW INFO	SAT	SUN	MON	TUES	WED	THURS	FRI	TOTALS
1	FL	50152268	T0010000		General Engineering- Eng Report- coor legals Dowden West CDD Eng					2.0	2.0		4.0

REINARDO MALAVE DAVILA 1/5/2024
EMPLOYEE SIGNATURE

ROBERTO BELTRAN JR. 1/5/2024
APPROVED BY



WEEK BEGINNING		WEEK ENDING		EMPLOYEE NO.	NAME (Last, First, M.I.)	HOME B.U.	P.C.	WEEKLY					
1/6/2024		1/12/2024		585358	ARRINGTON, BARTLEY C.	2705	2	TIMESHEET					
PAY TYPE	WORK STATE	JOB/BU	COST CODE	WORK ORDER	DESCRIPTION/CREW INFO	SAT	SUN	MON	TUES	WED	THURS	FRI	TOTALS
1	FL	50152268	T0010000	80011002	General Engineering Engineer's Report Dowden West CDD Eng			1.5	3.5	4.0	0.5		9.5

<i>BARTLEY ARRINGTON 1/12/2024</i> _____ EMPLOYEE SIGNATURE	<i>PETER ARMANS 1/12/2024</i> _____ APPROVED BY
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WEEK BEGINNING		WEEK ENDING		EMPLOYEE NO.	NAME (Last, First, M.I.)	HOME B.U.	P.C.	WEEKLY					
1/6/2024		1/12/2024		609693	POWELL, AIMEE N.	2550	1	TIMESHEET					
PAY TYPE	WORK STATE	JOB/BU	COST CODE	WORK ORDER	DESCRIPTION/CREW INFO	SAT	SUN	MON	TUES	WED	THURS	FRI	TOTALS
1	FL	50152268	T0010000		General Engineering Engineers Report Series 2024 Dowden West CDD Eng					0.5	1.5	1.0	3.0
<i>AIMEE POWELL 1/12/2024</i> EMPLOYEE SIGNATURE						<i>MELISSA RAMSEY 1/12/2024</i> APPROVED BY							

WEEK BEGINNING		WEEK ENDING		EMPLOYEE NO.	NAME (Last, First, M.I.)	HOME B.U.	P.C.	WEEKLY						
1/13/2024		1/19/2024		609693	POWELL, AIMEE N.	2550	1	TIMESHEET						
PAY TYPE	WORK STATE	JOB/BU	COST CODE	WORK ORDER	DESCRIPTION/CREW INFO	SAT	SUN	MON	TUES	WED	THURS	FRI	TOTALS	
1	FL	50152268	T0010000		General Engineering Engineers Report Series 2024 Dowden West CDD Eng				0.5			0.5	0.5	1.5

AIMEE POWELL 1/19/2024

EMPLOYEE SIGNATURE

MELISSA RAMSEY 1/19/2024

APPROVED BY

INVOICE



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

Bill To: DOWDEN WEST CDD
GMS C/O GEORGE FLINT
219 E. LIVINGSTON STREET
ORLANDO FL 32801

Invoice #: 2385292
Invoice Date: 1/17/2024
Due Date: 2/16/2024
Client #: 741339
Contract #: 50152268
Batch #: 3329674

Supplemental Eng report next project

Work Performed Thru Period Ending 12/29/2023

Job: 50152268 Dowden West CDD Eng
WO #2022-1

TIME & MATERIAL BILLING

Task ID	Task Description		CURRENT PERIOD BILLING		
	Description	Prev Amount Billed	Hours	Rate	Amount
T001	GENERAL ENGINEERING	\$ 26,202.50			
	ADMIN PROFESSIONAL III		3.00	110.000	\$ 330.00
	PRINCIPAL		14.00	315.000	\$ 4,410.00
	TOTAL HOURLY LABOR		17.00		\$ 4,740.00
	TOTAL FOR T001				\$ 4,740.00

TOTAL FOR JOB: 50152268 \$ 4,740.00

TOTAL INVOICE AMOUNT DUE \$ 4,740.00
BY 2/16/2024

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking information or account number.

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

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

REINARDO MALAVE DAVILA



WEEK BEGINNING		WEEK ENDING		EMPLOYEE NO.	NAME (Last, First, M.I.)	HOME B.U.	P.C.	WEEKLY TIMESHEET					
11/25/2023		12/1/2023		220389	MALAVE DAVILA, REINARDO	2705	3						
PAY TYPE	WORK STATE	JOB/BU	COST CODE	WORK ORDER	DESCRIPTION/CREW INFO	SAT	SUN	MON	TUES	WED	THURS	FRI	TOTALS
1	FL	50152268	T0010000		General Engineering- team mtg Next bond issue-ER Dowden West CDD Eng							1.0	1.0
<i>REINARDO MALAVE DAVILA 12/1/2023</i> EMPLOYEE SIGNATURE						<i>ROBERTO BELTRAN JR. 12/1/2023</i> APPROVED BY							



WEEK BEGINNING		WEEK ENDING		EMPLOYEE NO.	NAME (Last, First, M.I.)	HOME B.U.	P.C.	WEEKLY TIMESHEET					
12/9/2023		12/15/2023		220389	MALAVE DAVILA, REINARDO	2705	3						
PAY TYPE	WORK STATE	JOB/BU	COST CODE	WORK ORDER	DESCRIPTION/CREW INFO	SAT	SUN	MON	TUES	WED	THURS	FRI	TOTALS
1	FL	50152268	T0010000		General Engineering- new supplemental ER report- coor Dowden West CDD Eng							2.0	2.0
<u>REINARDO MALAVE DAVILA 12/15/2023</u> EMPLOYEE SIGNATURE						<u>CLIFFORD WILSON III 12/15/2023</u> APPROVED BY							



WEEK BEGINNING		WEEK ENDING		EMPLOYEE NO.	NAME (Last, First, M.I.)	HOME B.U.	P.C.	WEEKLY TIMESHEET							
12/23/2023		12/29/2023		609693	POWELL, AIMEE N.	2550	1								
PAY TYPE	WORK STATE	JOB/BU	COST CODE	WORK ORDER	DESCRIPTION/CREW INFO	SAT	SUN	MON	TUES	WED	THURS	FRI	TOTALS		
1	FL	50152268	T0010000		General Engineering Engineers Report Series 2024 Dowden West CDD Eng					2.0	1.0		3.0		
<i>AIMEE POWELL 12/28/2023</i> _____ EMPLOYEE SIGNATURE						<i>MELISSA RAMSEY 12/28/2023</i> _____ APPROVED BY									

SECTION VI



**SERVICE AGREEMENT FOR
LIGHTING SERVICE
STARWOOD PHASE N-4**

AKA "Meridian Park N4"

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 135 W Central Blvd STE 320, 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, Florida 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: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Address: _____

By: _____

Name: _____

Address: _____

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

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of _____ (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced _____ as identification.

(Notary Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

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

WITNESSES:
By: _____
Name: _____
Address: _____

By: _____
Name: _____
Address: _____

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		\$3,339.11
Maintenance		\$ 780.00
<u>Fuel and Energy</u>		<u>\$ 129.29</u>
Total	***	\$4,248.40

Upfront Payment \$

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:

- (60) 17' ROUND CONCRETE POLE DB 3" x 3" TENON BLACK [036-27374]
- (60) 80W LED SLIDE, TYPE 3, 4K, BLACK FINISH [036-23185]

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.

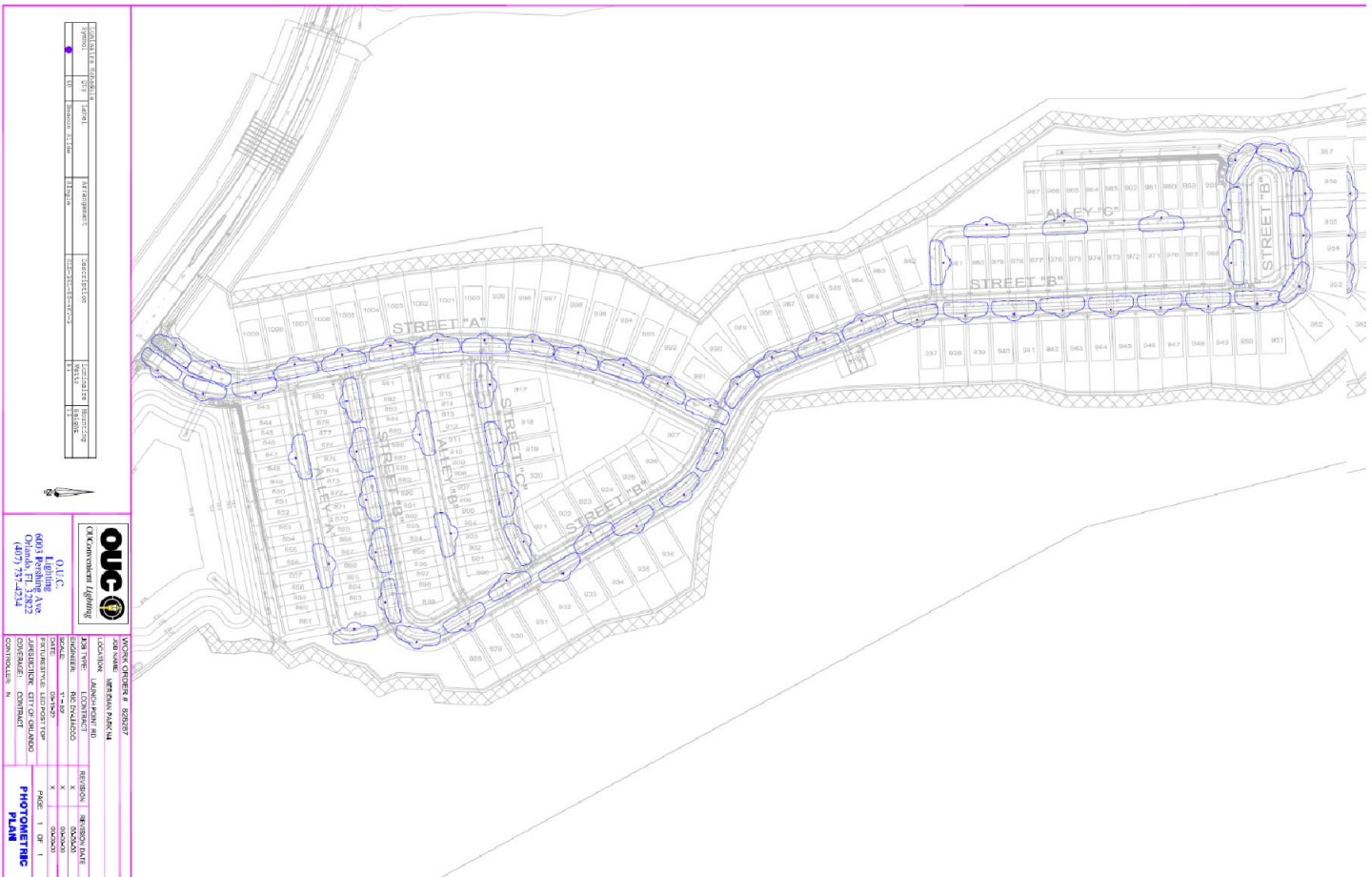


EXHIBIT 1 (continued)

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

All private/public roadways and easements within **STARWOOD PHASE N-4**, according to the plat thereof, as recorded in **Plat Book 114, Pages 119-125**, of the Public Records of Orange 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: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: 82-2081671

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 3388289887
Work Request No: 828287
Comments: _____

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O. # 828287 OUC Account # 3388289887

Project Name: STARWOOD PHASE N-4 (aka Meridian Park N4)

Customer/Account Name DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT

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

Investment \$3,339.11 Maintenance \$780.00 Fuel & Energy \$129.29

(60) 17' ROUND CONCRETE POLE DB 3" x 3" TENON BLACK [036-27374]
(60) 80W LED SLIDE, TYPE 3, 4K, BLACK FINISH [036-23185]

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 VII

SECTION A

SECTION 1



LATHAM, LUNA,
EDEN & BEAUDINE, ^{LLP}
ATTORNEYS AT LAW

MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
DANIEL H. COULTOFF
SARAH M. DINON
JENNIFER S. EDEN
DOROTHY F. GREEN
BRUCE D. KNAPP
PETER G. LATHAM

201 SOUTH ORANGE AVENUE, SUITE 1400
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ORLANDO, FLORIDA 32802
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WWW.LATHAMLUNA.COM

JAY E. LAZAROVICH
MARC L. LEVINE
JUSTIN M. LUNA
LORI T. MILVAIN
BENJAMIN R. TAYLOR
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

To: CDD Board of Supervisors
From: District Counsel (Jan Albanese Carpenter, Esq., Jay E. Lazarovich, Esq. and Kristen E. Trucco, Esq.)
Regarding: Annual Reminder on Florida Laws for Public Officials
Date: April 2024

I. Code of Ethics Reminders

a. "GIFTS LAW"

-BENEFIT TO YOU: public officials are prohibited from accepting or asking for anything of value based upon an understanding that such thing will influence the official's vote, official action or judgment. Section 112.313(2), *Florida Statutes*.

-BENEFIT TO SPOUSE/MINOR CHILDREN: a public official, their spouse and minor children are prohibited from accepting anything of value when the public official knows, or under the circumstances should know, that it was given to influence a vote or other official action of the public official. Section 112.313(4), *Florida Statutes*.

-DISCLOSURE DUTY: a public official must disclose gifts with a value of more than \$100 to the Commission on Ethics (on Form 9) unless the gift is from a relative or unless the public official pays the donor an amount to reduce the value of the gift to \$100 or less within 90 days of receiving the gift. Section 112.3148(8)(a), *Florida Statutes*.

b. MISUSE OF PUBLIC POSITION

-No public official shall corruptly¹ use or attempt to use his/her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit or exemption for himself/herself, or others. Section 112.313(6), *Florida Statutes*.

-Recent examples: (1) Florida Commission on Ethics found probable cause to believe that a CDD Supervisor misused her public position by using her official CDD email account to send an email

¹ "Corruptly" "means done with a wrongful intent and for the purpose of obtaining, or compensating or receiving compensation for, any benefit resulting from some act or omission of a public servant which is inconsistent with the proper performance of his or her public duties." See Section 112.312(9), *Florida Statutes*.

April 2024

Page 2

endorsing her preferred candidates for the upcoming homeowners association election; and (2) Florida Commission on Ethics opined that use of City business cards by City Commissioners and a City Mayor for private promotion or gain creates a prohibited conflict of interest under Section 112.313(6), *Florida Statutes*.

c. VOTING CONFLICTS

-A public officer must **not** vote on any measure which would (1) **result in his/her special private gain or loss**; or (2) which the officer knows would result in a special private gain or loss to:

- i. a principal² by whom the officer is retained³;
- ii. a parent organization or subsidiary of a corporate principal by whom the officer is retained;
- iii. a relative (parents, children, spouse, sibling, mother/father-in-law, son/daughter-in-law); and
- iv. a business associate (pursuing common commercial/business pursuit for profit and such pursuit is current and ongoing). Example: business partner.

-If you have a voting conflict you should: (1) consult with your CDD's counsel and/or your CDD's District Manager; (2) disclose your conflict⁴; and (3) submit the Commission on Ethics Form 8B within 15 days after the vote occurs to your District Manager so that the form can be incorporated into the minutes.

II. Quorum & Sunshine Law Reminders

a. QUORUM

-A majority of the Board of Supervisors must be physically present in order for the Board to take any official action.

-Participation by telephone: Participation by physical presence at Board meetings is expected under the Sunshine law. However, when a quorum of the Board is physically present, a Supervisor may participate by telephone only if the Supervisor's absence is due to an extraordinary circumstance such as an illness. In the event a Supervisor participates by telephone, the Supervisor must vote on every action unless a voting conflict exists. Likewise, if a Supervisor is participating in person, the Supervisor must vote on every action unless a voting conflict exists.

² According to the Commission on Ethics, a "principal" excludes a "government agency" and includes: (1) an employer; (2) a client of a legal, accounting, insurance or other professional practice; and (3) a corporation for which the officer serves as a compensated director.

³ Generally speaking, a "principal by whom retained" means for compensation, consideration or similar thing of value. See Section 112.3143(1)(a), *Florida Statutes* for the full definition.

⁴ Although there may be a slight difference on timing and procedure for disclosure of a voting conflict for "**Elected Officers**" vs. "**Appointed Officers**," it is recommended that the conflict be disclosed prior to any discussion on the matter. Further, we caution that discussions on items on which a Supervisor has a voting conflict could potentially be challenged as a violation of the "Misuse of Public Position" rule in Section 112.313(6), *Florida Statutes*, if the discussion is seen as persuasion or an attempt to influence the Board's position to secure a special benefit for the Supervisor or others. If you have any questions, please contact counsel to discuss.

April 2024

Page 3

b. SUNSHINE LAW

-Outside of a Board of Supervisors meetings, two or more members of the Board **must not** discuss any matter on which foreseeable action will be taken by the Board. This applies to in-person, “liaison” and “virtual” discussions, including text messages, emails, telephone calls, online postings (social media) and any other means of communication. Failure to abide to this rule constitutes a Sunshine law violation.

-**Best practices:** (1) utilize Board meetings for discussions with other Supervisors; (2) refrain from posting about CDD business online and responding/reacting to matters online related to CDD business.

III. Public Records Reminders

-Chapter 119, *Florida Statutes* & the Florida Constitution (Article 1, Section 24) guarantees the public a right to access government records.

-Includes **all materials** (i.e., documents, emails, **TEXT MESSAGES**, sound recordings, films, maps, books, photographs, tapes, etc.) made or received in connection with the official business of the CDD.

-You are required to keep records for the time period set by the Division of Library Information Services of the Florida Department of State.⁵ For example, correspondence and memoranda that are associated with administrative practices or routine issues (but do not create a policy/procedure, document the business of a particular program or act as a receipt) are required to be retained for **3 fiscal years**.⁶ Correspondence and memoranda that document policy development, decision-making, or substantive programmatic issues, procedures or activities are required to be retained for **5 fiscal years**. For more information on the retention and disposition of records, please contact your CDD’s District Manager.

-Exceptions are very limited. Examples of exemptions: (1) materials related to security and/or fire safety of a facility (including video surveillance and security details); and (2) materials related to active criminal investigations.

-**Best Practices:** (1) in-person or telephone discussions (except with other Board members); (2) use or create a separate email account for CDD related materials; (3) avoid posting on social media about CDD business (posts can be removed/edited by users and website controller); and (4) avoid using text/social media messaging as they generally cannot be saved.

⁵ The Records Schedule is accessible at the following URL: <https://files.floridados.gov/media/706717/gsl-sl-june-2023.pdf>.

⁶ October 1st through September 30th.

SECTION C

SECTION 1

Dowden West
COMMUNITY DEVELOPMENT DISTRICT

Check Register
Fiscal Year 2024

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
3/1-3/31	358-365	\$303,510.17
	TOTAL	\$303,510.17

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/12/24	00018	2/28/24	17296	202402	320	53800	47000		AQUATIC WEED MANAGEMENT, INC.	*	950.00	950.00	000358
3/12/24	00027	2/15/24	1031845	202402	320	53800	46700		CLARKE ENVIRONMENTAL MOSQUITO MGMT	*	2,357.25	2,357.25	000359
3/12/24	00006	2/09/24	2396954	202401	310	51300	31100		DEWBERRY ENGINEERS, INC.	*	1,350.00	1,350.00	000360
3/12/24	00001	2/01/24	128	202402	310	51300	34000		MANAGEMENT FEES FEB24	*	3,343.67		
		2/01/24	128	202402	310	51300	35200		WEBSITE ADMIN FEB24	*	66.67		
		2/01/24	128	202402	310	51300	35100		INFORMATION TECH FEB24	*	100.00		
		2/01/24	128	202402	310	51300	31300		DISSEMINATION SVCS FEB24	*	291.67		
		2/01/24	128	202402	310	51300	51000		OFFICE SUPPLIES FEB24	*	.21		
		2/01/24	128	202402	310	51300	42000		POSTAGE FEB24	*	37.68		
		2/01/24	128	202402	310	51300	42500		COPIES FEB24	*	88.50		
		2/01/24	129	202402	320	53800	12000		FIELD MANAGEMENT FEB24	*	1,391.25		
		3/01/24	130	202403	310	51300	34000		MANAGEMENT FEES MAR24	*	3,343.67		
		3/01/24	130	202403	310	51300	35200		WEBSITE ADMIN MAR24	*	66.67		
		3/01/24	130	202403	310	51300	35100		INFORMATION TECH MAR24	*	100.00		
		3/01/24	130	202403	310	51300	31300		DISSEMINATION SVCS MAR24	*	291.67		
		3/01/24	130	202403	310	51300	51000		OFFICE SUPPLIES MAR24	*	.03		
		3/01/24	130	202403	310	51300	42000		POSTAGE MAR24	*	6.36		
		3/01/24	130	202403	310	51300	42500		COPIES MAR24	*	74.70		
		3/01/24	131	202403	320	53800	12000		FIELD MANAGEMENT MAR24	*	1,391.25		
GOVERNMENTAL MANAGEMENT SERVICES-											10,594.00	000361	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/12/24	00002	2/14/24	123521	202401	310	51300	31500		GENERAL COUNSEL JAN24	*	2,405.50		
		2/14/24	123539	202401	310	51300	31500		CONVEYANCES JAN24	*	182.00		
LATHAM, LUNA, EDEN& BEAUDINE, LLP											2,587.50	000362	
3/12/24	00014	2/26/24	OE 66135	202402	320	53800	47300		IRRIGATION	*	450.50		
		2/26/24	OE 66135	202402	320	53800	46100		LANDSCAPE ENHANCEMENT	*	2,341.46		
		3/01/24	OE 66305	202403	320	53800	46000		LANDSCAPE MAINT MAR24	*	25,901.64		
YELLOWSTONE LANDSCAPE-SOUTHEAST LLC											28,693.60	000363	
3/12/24	00009	3/13/24	TAX REC	202403	300	20700	10100		TRANSFER OF TAX RECEIPTS	*	248,990.75		
DOWDEN WEST CDD/US BANK											248,990.75	000364	
3/20/24	00013	3/20/24	MAR 24	202403	320	53800	43100		MAR 24 - STREETLIGHTS	*	7,987.07		
ORLANDO UTILITIES COMM (AUTOPAY)											7,987.07	000365	
TOTAL FOR BANK A											303,510.17		
TOTAL FOR REGISTER											303,510.17		

SECTION 2

Dowden West
Community Development District

Unaudited Financial Reporting
March 31, 2024



Table of Contents

1	<u>Balance Sheet</u>
2-3	<u>General Fund</u>
4	<u>Debt Service Fund Series 2018</u>
5	<u>Debt Service Fund Series 2024</u>
6	<u>Capital Project Fund Series 2018</u>
7	<u>Capital Project Fund Series 2024</u>
8-9	<u>Month to Month</u>
10	<u>Long Term Debt Report</u>
11	<u>Assessment Receipt Schedule</u>

Dowden West
Community Development District
Combined Balance Sheet
March 31, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 612,750	\$ -	\$ -	\$ 612,750
Accounts Receivables	-	-	-	-
Due from General Fund	-	13,200	-	13,200
 <u>Series 2018</u>				
Reserve	-	209,945	-	209,945
Interest	-	-	-	-
Revenue	-	453,218	-	453,218
Principal	-	-	-	-
Construction	-	-	10,845	10,845
 <u>Series 2024</u>				
Reserve	-	112,400	-	112,400
Cap Interest	-	103,749	-	103,749
Construction	-	-	2,847,926	2,847,926
Cost of Issuance	-	-	5,350	5,350
Prepaid Expenses	-	-	-	-
Total Assets	\$ 612,750	\$ 892,512	\$ 2,864,121	\$ 4,369,383
 Liabilities:				
Accounts Payable	\$ 17,076	\$ -	\$ -	\$ 17,076
Due to Debt Service	13,200	-	-	13,200
Total Liabilities	\$ 30,276	\$ -	\$ -	\$ 30,276
 Fund Balance:				
Restricted for:				
Debt Service	\$ -	\$ 892,512	\$ -	\$ 892,512
Capital Project	-	-	2,864,121	2,864,121
Unassigned	582,475	-	-	582,475
Total Fund Balances	\$ 582,475	\$ 892,512	\$ 2,864,121	\$ 4,339,108
Total Liabilities & Fund Balance	\$ 612,750	\$ 892,512	\$ 2,864,121	\$ 4,369,383

Dowden West
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 645,975	\$ 645,975	\$ 636,497	\$ (9,478)
Assessments - Direct	324,303	243,227	243,227	-
Developer Contributions	300,000	-	-	-
Total Revenues	\$ 1,270,278	\$ 889,202	\$ 879,724	\$ (9,478)

Expenditures:

General & Administrative:

Supervisor Fees	\$ 2,400	\$ 1,200	\$ 800	\$ 400
PR-FICA	184	92	61	31
Engineering	15,000	7,500	4,670	2,830
Attorney	25,000	12,500	7,483	5,018
Arbitrage Rebate	900	450	450	-
Dissemination Agent	7,000	3,500	1,750	1,750
Annual Audit	5,000	-	-	-
Trustee Fees	8,100	5,051	5,051	-
Assessment Administration	5,000	5,000	5,000	-
Management Fees	40,124	20,062	20,062	(0)
Information Technology	1,200	600	600	-
Website Maintenance	800	400	400	(0)
Telephone	300	150	-	150
Postage & Delivery	750	375	71	304
Printing & Binding	750	375	182	193
Insurance General Liability	6,886	6,886	6,197	689
Legal Advertising	5,000	2,500	4,363	(1,863)
Other Current Charges	2,000	1,000	243	757
Office Supplies	500	250	1	249
Property Appraiser	250	125	-	125
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 127,319	\$ 68,191	\$ 57,558	\$ 10,633

Dowden West
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
<u>Operations & Maintenance</u>				
Contract Services				
Field Management	\$ 16,695	\$ 8,348	\$ 8,348	\$ -
Landscape Maintenance	694,920	347,460	180,311	167,149
Lake Maintenance	64,000	32,000	5,700	26,300
Mitigation Monitoring	10,000	5,000	-	5,000
Repairs & Maintenance				
General Repairs & Maintenance	2,500	1,250	-	1,250
Operating Supplies	500	250	-	250
Landscape Replacement	10,000	5,000	9,064	(4,064)
Irrigation Repairs	3,000	1,500	4,531	(3,031)
Alleway Maintenance	5,000	2,500	-	2,500
Signage	3,500	1,750	-	1,750
Utilities				
Electric	4,000	2,000	645	1,355
Water & Sewer	85,000	42,500	30,349	12,151
Streetlights	203,844	101,922	47,205	54,717
Other				
Contingency	25,000	12,500	7,072	5,428
Property Insurance	15,000	7,500	6,794	706
Total Operating & Maintenance	\$ 1,142,959	\$ 571,480	\$ 300,019	\$ 271,461
Total Expenditures	\$ 1,270,278	\$ 639,670	\$ 357,577	\$ 282,093
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ 249,532	\$ 522,147	\$ 272,615
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ 249,532	\$ 522,147	\$ 272,615
Fund Balance - Beginning	\$ -		\$ 60,327	
Fund Balance - Ending	\$ -		\$ 582,475	

Dowden West
Community Development District
Debt Service Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 420,744	\$ 420,744	\$ 414,571	\$ (6,173)
Interest Income	-	-	9,075	9,075
Total Revenues	\$ 420,744	\$ 420,744	\$ 423,646	\$ 2,902
Expenditures:				
Interest - 11/1	\$ 156,619	\$ 156,619	\$ 156,619	\$ -
Principal - 5/1	105,000	-	-	-
Interest - 5/1	156,619	-	-	-
Total Expenditures	\$ 418,238	\$ 156,619	\$ 156,619	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 2,506	\$ 264,125	\$ 267,027	\$ 2,902
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 2,506	\$ 264,125	\$ 267,027	\$ 2,902
Fund Balance - Beginning	\$ 188,757		\$ 409,336	
Fund Balance - Ending	\$ 191,263		\$ 676,363	

Dowden West
Community Development District
Debt Service Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Proposed Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues:				
Special Assessments - Tax Roll	\$ -	\$ -	\$ -	\$ -
Interest Income	-	-	-	-
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Principal - 5/1	-	-	-	-
Interest - 5/1	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -
Other Financing Sources/(Uses):				
Bond Proceeds	\$ 216,149	\$ 216,149	\$ 216,149	\$ 0
Total Other Financing Sources/(Uses)	\$ 216,149	\$ 216,149	\$ 216,149	\$ 0
Net Change in Fund Balance	\$ 216,149	\$ 216,149	\$ 216,149	\$ 0
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 216,149		\$ 216,149	

Dowden West
Community Development District
Capital Projects Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 282	\$ 282
Total Revenues	\$ -	\$ -	\$ 282	\$ 282
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 282	\$ 282
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 282	
Fund Balance - Beginning	\$ -	\$ -	\$ 10,564	
Fund Balance - Ending	\$ -	\$ -	\$ 10,845	

Dowden West
Community Development District
Capital Projects Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending March 31, 2024

	Adopted Budget	Prorated Budget Thru 03/31/24	Actual Thru 03/31/24	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Cost of Issuance	-	-	240,575	(240,575)
Total Expenditures	\$ -	\$ -	\$ 240,575	\$ (240,575)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (240,575)	\$ (240,575)
Other Financing Sources/(Uses)				
Bond Proceeds	\$ 3,093,851	\$ 3,093,851	\$ 3,093,851	\$ -
Total Other Financing Sources (Uses)	\$ 3,093,851	\$ 3,093,851	\$ 3,093,851	\$ -
Net Change in Fund Balance	\$ 3,093,851		\$ 2,853,276	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 3,093,851		\$ 2,853,276	

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	\$ -	\$ 17,082	\$ 206,851	\$ 10,019	\$ 382,280	\$ 20,266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 636,497
Assessments - Direct	162,152	-	-	-	81,076	-	-	-	-	-	-	-	243,227
Total Revenues	\$ 162,152	\$ 17,082	\$ 206,851	\$ 10,019	\$ 463,355	\$ 20,266	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 879,724
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
PR-FICA	-	-	-	31	-	31	-	-	-	-	-	-	61
Engineering	800	945	-	1,350	-	1,575	-	-	-	-	-	-	4,670
Attorney	1,938	933	543	2,588	-	1,482	-	-	-	-	-	-	7,483
Arbitrage Rebate	-	-	-	450	-	-	-	-	-	-	-	-	450
Dissemination Agent	292	292	292	292	292	292	-	-	-	-	-	-	1,750
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	1,010	-	-	4,041	-	-	-	-	-	-	-	-	5,051
Assessment Administration	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Management Fees	3,344	3,344	3,344	3,344	3,344	3,344	-	-	-	-	-	-	20,062
Information Technology	100	100	100	100	100	100	-	-	-	-	-	-	600
Website Maintenance	67	67	67	67	67	67	-	-	-	-	-	-	400
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	3	7	17	1	38	6	-	-	-	-	-	-	71
Printing & Binding	-	19	-	-	89	75	-	-	-	-	-	-	182
Insurance General Liability	6,197	-	-	-	-	-	-	-	-	-	-	-	6,197
Legal Advertising	-	-	-	-	-	4,363	-	-	-	-	-	-	4,363
Other Current Charges	38	38	47	38	41	41	-	-	-	-	-	-	243
Office Supplies	0	0	0	0	0	0	-	-	-	-	-	-	1
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 18,963	\$ 5,744	\$ 4,408	\$ 12,700	\$ 3,969	\$ 11,774	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,558

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	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,348
Landscape Maintenance	\$ 25,902	\$ 25,902	\$ 24,902	\$ 25,902	\$ 25,902	\$ 51,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,311
Lake Maintenance	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,700
Mitigation Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance													
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Replacement	\$ -	\$ -	\$ 5,073	\$ -	\$ 2,341	\$ 1,649	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,064
Irrigation Repairs	\$ 436	\$ 987	\$ 1,587	\$ -	\$ 864	\$ 657	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,531
Alleway Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities													
Electric	\$ 126	\$ 109	\$ 99	\$ 111	\$ 100	\$ 101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 645
Water & Sewer	\$ -	\$ 11,206	\$ 5,948	\$ 5,190	\$ 3,964	\$ 4,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,349
Streetlights	\$ 7,838	\$ 7,832	\$ 8,018	\$ 7,876	\$ 7,887	\$ 7,754	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,205
Other													
Contingency	\$ -	\$ -	\$ -	\$ 2,357	\$ 2,357	\$ 2,357	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,072
Property Insurance	\$ 6,794	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,794
Total Operations & Maintenance	\$ 43,437	\$ 48,377	\$ 47,967	\$ 43,777	\$ 45,756	\$ 70,705	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,019
Total Expenditures	\$ 62,400	\$ 54,121	\$ 52,374	\$ 56,477	\$ 49,725	\$ 82,480	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 357,577
Excess (Deficiency) of Revenues over Expenditures	\$ 99,751	\$ (37,039)	\$ 154,477	\$ (46,458)	\$ 413,630	\$ (62,214)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 522,147
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 99,751	\$ (37,039)	\$ 154,477	\$ (46,458)	\$ 413,630	\$ (62,214)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 522,147

Dowden West

Community Development District

Long Term Debt Report

Series 2018, Special Assessment Revenue Bonds	
Interest Rate:	4.35%, 4.85%, 5.40%, 5.55%
Maturity Date:	5/1/2049
Reserve Fund Definition	50% of Maximum Annual Debt Service
Reserve Fund Requirement	\$209,945
Reserve Fund Balance	209,945
Bonds Outstanding - 02/02/2018	\$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

Series 2024, Special Assessment Revenue Bonds	
Reserve Fund Definition	Lesser of: (i) MADS (ii) 125% of Annual DS (iii) 10% of original proceeds
Reserve Fund Requirement	\$112,400
Reserve Fund Balance	112,400
Interest Rate:	\$610,000.00 4.40%
Maturity Date:	5/1/34
	\$990,000.00 5.25%
	5/1/44
	\$1,710,000.00 5.55%
	5/1/54
Bonds Outstanding - 03/31/2024	\$3,310,000
Less: Principal Payment - 05/01/2025	\$0
Current Bonds Outstanding	\$3,310,000

Dowden West
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

	Gross Assessments	\$	687,207.60	\$	447,600.00	\$	1,134,807.60
ON ROLL ASSESSMENTS	Net Assessments	\$	645,975.14	\$	420,744.00	\$	1,066,719.14
	allocation in %		60.56%		39.44%		100.00%

Date	Gross Amount	Discount/ (Penalty)	Commission	Interest	Net Receipts	O&M Portion	2018 Service	Debt	Total
11/13/23	\$ 9,708.89	\$ 388.35	\$ -	\$ -	\$ 9,320.54	\$ 5,644.26	\$ 3,676.28	\$	\$ 9,320.54
11/28/23	19,674.11	786.95	-	-	18,887.16	11,437.53	7,449.63		18,887.16
12/05/23	21,845.01	873.78	-	-	20,971.23	12,699.59	8,271.64		20,971.23
12/12/23	81,554.69	3,262.20	-	-	78,292.49	47,411.73	30,880.76		78,292.49
12/19/23	251,703.35	10,067.64	-	680.56	242,316.27	146,739.93	95,576.34		242,316.27
01/12/24	17,233.27	689.32			16,543.95	10,018.55	6,525.40		16,543.95
02/16/24	\$658,101.67	\$26,323.59	\$507.75		631,270.33	\$382,279.58	\$248,990.75		\$631,270.33
03/15/24	27,670.33		1,106.78	6,902.06	33,465.61	20,265.83	13,199.78		33,465.61
					-	-	-		-
					-	-	-		-
					-	-	-		-
TOTAL	\$ 1,087,491.32	\$ 42,391.83	\$ 1,614.53	\$ 7,582.62	\$ 1,051,067.58	\$ 636,497.00	\$ 414,570.58		\$ 1,051,067.58

98.53%	Percent Collected
\$ 47,316.28	Balance Remaining to Collect

DIRECT ASSESSMENTS				
	Due Date	Invoiced	Received	Due
Beachline South Residential, LLC	11/1/23	\$162,151.52	\$162,151.52	\$0.00
Beachline South Residential, LLC	2/1/24	\$81,075.75	\$81,075.75	\$0.00
Beachline South Residential, LLC	5/1/24	<u>\$81,075.75</u>	<u>\$0.00</u>	<u>\$81,075.75</u>
		\$324,303.02	\$243,227.27	\$81,075.75