

*Dowden Central
Community Development District
Organizational Meeting Agenda
March 27, 2026*

AGENDA

Dowden Central
Community Development District
Organizational Meeting Agenda

Thursday
March 27, 2026
9:30 AM

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

I. Introduction

- A. Roll Call
- B. Public Comment Period
- C. Oath of Office

II. Organizational Matters

- A. Confirmation of Notice of Meeting
- B. Information on Community Development Districts and Public Official Responsibilities and Florida Statutes Chapter 190
- C. Election of Officers
 - 1. Consideration of Resolution 2026-01 Electing Officers
 - 2. Consideration of Resolution 2026-02 Designating Treasurer and Assistant Treasurers

III. Consent Agenda

- A. Consideration of Agreement for District Management Services
 - 1. Consideration of Resolution 2026-03 Appointing District Manager, Methodology Consultant and Designating Public Records Custodian
- B. Consideration of Agreement for District Counsel Services
 - 1. Consideration of Resolution 2026-04 Appointing District Counsel
- C. Consideration of Resolution 2026-05 Selection of Registered Agent and Office
- D. Consideration of Resolution 2026-06 Appointing Interim District Engineer
- E. Consideration of Interim District Engineering Agreement
- F. Request Authorization to Issue RFQ for Engineering Services
- G. Consideration of Resolution 2026-07 Designating a Qualified Public Depository
- H. Consideration of Resolution 2026-08 Establishing Checking Account and Authorization of Bank Account Signatories
- I. Consideration of Resolution 2026-09 Relating to Defense of Board Members

- J. Consideration of Resolution 2026-10 Ratifying District Counsel's Actions in Recording in the Property Records of Orange County, Florida the "Notice of Establishment" in accordance with Chapter 190.0485, Florida Statutes
 - 1. Notice of Establishment
- K. Consideration of Resolution 2026-11 Adopting Investment Guidelines
- L. Consideration of Resolution 2026-12 Authorizing Execution of Public Depositor Report
- M. Consideration of Resolution 2026-13 Designating a Policy for Public Comment
- N. Consideration of Resolution 2026-14 Adopting a Prompt Payment Policy
- O. Consideration of Resolution 2026-15 Adopting a Records Retention Policy
- P. Consideration of Resolution 2026-16 Adopting an Internal Controls Policy
- Q. Consideration of Compensation to Board Members
- R. Consideration of Resolution 2026-17 Designating the Primary Administrative Office and Principal Headquarters of the District
- S. Consideration of Resolution 2026-18 Selecting Local District Records Office
- T. Consideration of Website Services Agreement
- U. Consideration of Resolution 2026-19 Authorizing Chairperson and Vice Chairperson to Execute Plats, Permits and Conveyances
- V. Consideration of Resolution 2026-20 Authorizing Spending Authority
- W. Consideration of Resolution 2026-21 Authorizing the Use of Electronic Documents and Signatures
- X. Consideration of Resolution 2026-22 Authorizing Disbursement of Funds
- Y. Consideration of Resolution 2026-23 Adopting Direct Purchase Forms
- Z. Consideration of Fiscal Year 2026 Budget Funding Agreement

IV. New Business

- A. Consideration of Resolution 2026-24 Designation of Regular Monthly Meeting Date, Time and Location for Fiscal Year 2026
- B. Consideration of Resolution 2026-25 Designation of Landowner's Meeting Date, Time and Location
- C. Designation of Date of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes

1. Consideration of Resolution 2026-26 Setting a Public Hearing to Consider the Proposed Rules of the District

D. Designation of Date of Public Hearing on the Budget for Fiscal Year 2026

1. Consideration of Resolution 2026-27 Setting the Public Hearing and Approving the Proposed Fiscal Year 2026 Budget

E. Consideration of Resolution 2026-28 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

F. Consideration of Resolution 2026-29 Adopting District Goals and Objectives

V. Capital Improvements

A. Appointment of Financing Team

1. Resolution 2026-30 Appointing Bond Counsel
2. Resolution 2026-31 Appointing Investment Banker
3. Assessment Administrator
4. Trustee

B. Approval of Financing Team Funding Agreement

VI. Financing Matters

A. Consideration of Resolution 2026-32 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings

B. Imposition of Assessments

1. Consideration of Master Engineers Report
2. Consideration of Master Assessment Methodology
3. Consideration of Resolution 2026-33 Declaring Special Assessments and Setting a Public Hearing on Special Assessments

VII. Other Business

A. Staff Reports

1. Attorney
2. Manager

B. Supervisors Requests

C. Approval of Funding Request No. 1

VIII. Adjournment

SECTION II

SECTION A

**Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida**

Sold To:

Dowden Central CDD - 309495
219 E. Livingston Street
Orlando, FL 32801

Bill To:

Dowden Central CDD - 309495
219 E. Livingston Street
Orlando, FL 32801

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of DC_Org Meeting_032726 Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 18 Mar 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Rose Williams

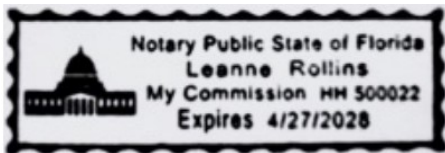
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on 18 Mar 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

42802

**NOTICE OF ORGANIZATIONAL MEETING
DOWDEN CENTRAL
COMMUNITY DEVELOPMENT DISTRICT**

The organizational meeting of the Board of Supervisors of the Dowden Central Community Development District will be held on Friday, March 27, 2026 at 9:30 AM at the Offices of GMS-CF, LLC, 219 East Livingston Street, Orlando, FL 32801. The purpose of the meeting is to elect certain District officers; consider the appointment of staff to include but not limited to manager, attorney, engineer and others as deemed appropriate by the Board of Supervisors; to consider the services to be provided by the District and the financing plan for same; to appoint a team for purposes of issuing special assessment bonds and consider the associated funding agreement; and to conduct other business that may come before the Board.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the meeting agenda may be obtained from the District Manager at 219 East Livingston Street, Orlando, FL 32801.

The meeting may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodation to participate in this meeting is asked to advise the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service (800) 955-8770, who can aid you in contacting the District Office.

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

Jason Showe
District Manager
Governmental Management Services
- Central Florida, LLC
42802 3/18/2026

42802

SECTION B

Select Year:

The 2025 Florida Statutes

[Title XIII](#)
PLANNING AND DEVELOPMENT

[Chapter 190](#)
COMMUNITY DEVELOPMENT DISTRICTS

[View Entire Chapter](#)

CHAPTER 190 COMMUNITY DEVELOPMENT DISTRICTS

- 190.001 Short title.
- 190.002 Legislative findings, policies, and intent.
- 190.003 Definitions.
- 190.004 Preemption; sole authority.
- 190.005 Establishment of district.
- 190.006 Board of supervisors; members and meetings.
- 190.007 Board of supervisors; general duties.
- 190.008 Budget; reports and reviews.
- 190.009 Disclosure of public financing.
- 190.011 General powers.
- 190.012 Special powers; public improvements and community facilities.
- 190.0125 Purchase, privatization, or sale of water, sewer, or wastewater reuse utility by district.
- 190.013 Water management and control plan.
- 190.014 Issuance of bond anticipation notes.
- 190.015 Short-term borrowing.
- 190.016 Bonds.
- 190.017 Trust agreements.
- 190.021 Taxes; non-ad valorem assessments.
- 190.022 Special assessments.
- 190.023 Issuance of certificates of indebtedness based on assessments for assessable improvements; assessment bonds.
- 190.024 Tax liens.
- 190.025 Payment of taxes and redemption of tax liens by the district; sharing in proceeds of tax sale.
- 190.026 Foreclosure of liens.
- 190.031 Mandatory use of certain district facilities and services.
- 190.033 Bids required.
- 190.035 Fees, rentals, and charges; procedure for adoption and modifications; minimum revenue requirements.
- 190.036 Recovery of delinquent charges.
- 190.037 Discontinuance of service.
- 190.041 Enforcement and penalties.
- 190.043 Suits against the district.
- 190.044 Exemption of district property from execution.
- 190.046 Termination, contraction, or expansion of district.
- 190.048 Sale of real estate within a district; required disclosure to purchaser.
- 190.0485 Notice of establishment.
- 190.049 Special acts prohibited.

190.001 Short title.—This act may be cited as the “Uniform Community Development District Act of 1980.”

History.—s. 2, ch. 80-407.

190.002 Legislative findings, policies, and intent.—

(1) The Legislature finds that:

(a) There is a need for uniform, focused, and fair procedures in state law to provide a reasonable alternative for the establishment, power, operation, and duration of independent districts to manage and finance basic community development services; and that, based upon a proper and fair determination of applicable facts, an independent district can constitute a timely, efficient, effective, responsive, and economic way to deliver these basic services, thereby providing a solution to the state’s planning, management, and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers.

(b) It is in the public interest that any independent special district created pursuant to state law not outlive its usefulness and that the operation of such a district and the exercise by the district of its powers be consistent with applicable due process, disclosure, accountability, ethics, and government-in-the-sunshine requirements which apply both to governmental entities and to their elected and appointed officials.

(c) It is in the public interest that long-range planning, management, and financing and long-term maintenance, upkeep, and operation of basic services for community development districts be under one coordinated entity.

(2) It is the policy of this state:

(a) That the needless and indiscriminate proliferation, duplication, and fragmentation of local general-purpose government services by independent districts is not in the public interest.

(b) That independent districts are a legitimate alternative method available for use by the private and public sectors, as authorized by state law, to manage and finance basic services for community developments.

(c) That the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under chapter 380 and that the district so established does not have any zoning or permitting powers governing development.

(d) That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.

(3) It is the legislative intent and purpose, based upon, and consistent with, its findings of fact and declarations of policy, to authorize a uniform procedure by general law to establish an independent special district as an alternative method to manage and finance basic services for community development. It is further the legislative intent and purpose to provide by general law for the uniform operation, exercise of power, and procedure for termination of any such independent district. It is further the purpose and intent of the Legislature that a district created under this chapter not have or exercise any zoning or development permitting power, that the establishment of the independent community development district as provided in this act not be a development order within the meaning of chapter 380, and that all applicable planning and permitting laws, rules, regulations, and policies control the development of the land to be serviced by the district. It is further the purpose and intent of the Legislature that no debt or obligation of a district constitute a burden on any local general-purpose government without its consent.

History.—s. 2, ch. 80-407; s. 1, ch. 84-360.

190.003 Definitions.—As used in this chapter, the term:

(1) “Ad valorem bonds” means bonds which are payable from the proceeds of ad valorem taxes levied on real and tangible personal property and which are generally referred to as general obligation bonds.

(2) “Assessable improvements” means, without limitation, any and all public improvements and community facilities that the district is empowered to provide in accordance with this act.

(3) “Assessment bonds” means special obligations of the district which are payable solely from proceeds of the special assessments levied for an assessable project.

(4) “Board” or “board of supervisors” means the governing board of the district or, if such board has been abolished, the board, body, or commission succeeding to the principal functions thereof or to whom the powers given to the board by this act have been given by law.

(5) “Bond” includes “certificate,” and the provisions which are applicable to bonds are equally applicable to certificates. The term “bond” includes any general obligation bond, assessment bond, refunding bond, revenue bond, and other such obligation in the nature of a bond as is provided for in this act, as the case may be.

(6) “Community development district” means a local unit of special-purpose government which is created pursuant to this act and limited to the performance of those specialized functions authorized by this act; the governing head of which is a body created, organized, and constituted and authorized to function specifically as prescribed in this act for the purpose of the delivery of urban community development services; and the formation, powers, governing body, operation, duration, accountability, requirements for disclosure, and termination of which are as required by general law.

(7) “Compact, urban, mixed-use district” means a district located within a municipality and within a community redevelopment area created pursuant to s. 163.356, that consists of a maximum of 75 acres, and has development entitlements of at least 400,000 square feet of retail development and 500 residential units.

(8) “Cost,” when used with reference to any project, includes, but is not limited to:

(a) The expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction.

(b) The cost of surveys, estimates, plans, and specifications.

(c) The cost of improvements.

(d) Engineering, fiscal, and legal expenses and charges.

(e) The cost of all labor, materials, machinery, and equipment.

(f) The cost of all lands, properties, rights, easements, and franchises acquired.

(g) Financing charges.

(h) The creation of initial reserve and debt service funds.

(i) Working capital.

(j) Interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the board may determine.

(k) The cost of issuance of bonds pursuant to this act, including advertisements and printing.

(l) The cost of any election held pursuant to this act and all other expenses of issuance of bonds.

(m) The discount, if any, on the sale or exchange of bonds.

(n) Administrative expenses.

(o) Such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of any project or to the financing thereof, or to the development of any lands within the district.

(p) Payments, contributions, dedications, fair share or concurrency obligations, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any district purpose.

(9) “District” means the community development district.

(10) “District manager” means the manager of the district.

(11) “District roads” means highways, streets, roads, alleys, sidewalks, landscaping, storm drains, bridges, and thoroughfares of all kinds and descriptions.

(12) “Elector” means a landowner or qualified elector.

(13) “General obligation bonds” means bonds which are secured by, or provide for their payment by, the pledge, in addition to those special taxes levied for their discharge and such other sources as may be provided for their payment or pledged as security under the resolution authorizing their issuance, of the full faith and credit and taxing power of the district and for payment of which recourse may be had against the general fund of the district.

(14) “Landowner” means the owner of a freehold estate as appears by the deed record, including a trustee, a private corporation, and an owner of a condominium unit; it does not include a reversioner, remainderman, mortgagee, or any governmental entity, who shall not be counted and need not be notified of proceedings under this act.

Landowner shall also mean the owner of a ground lease from a governmental entity, which leasehold interest has a remaining term, excluding all renewal options, in excess of 50 years.

(15) “Local general-purpose government” means a county, municipality, or consolidated city-county government.

(16) “Project” means any development, improvement, property, utility, facility, works, enterprise, or service now existing or hereafter undertaken or established under the provisions of this act.

(17) “Qualified elector” means any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the district, and who registers to vote with the supervisor of elections in the county in which the district land is located.

(18) “Refunding bonds” means bonds issued to refinance outstanding bonds of any type and the interest and redemption premium thereon. Refunding bonds shall be issuable and payable in the same manner as the refinanced bonds, except that no approval by the electorate shall be required unless required by the State Constitution.

(19) “Revenue bonds” means obligations of the district which are payable from revenues derived from sources other than ad valorem taxes on real or tangible personal property and which do not pledge the property, credit, or general tax revenue of the district.

(20) “Sewer system” means any plant, system, facility, or property, and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the collection, treatment, purification, or disposal of sewage, including, without limitation, industrial wastes resulting from any process of industry, manufacture, trade, or business or from the development of any natural resource. Without limiting the generality of the foregoing, the term “sewer system” includes treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains, and all necessary appurtenances and equipment; all sewer mains, laterals, and other devices for the reception and collection of sewage from premises connected therewith; and all real and personal property and any interest therein, rights, easements, and franchises of any nature relating to any such system and necessary or convenient for operation thereof.

(21) “Water management and control facilities” means any lakes, canals, ditches, reservoirs, dams, levees, sluiceways, floodways, curbs, gutters, pumping stations, or any other works, structures, or facilities for the conservation, control, development, utilization, and disposal of water, and any purposes appurtenant, necessary, or incidental thereto. The term “water management and control facilities” includes all real and personal property and any interest therein, rights, easements, and franchises of any nature relating to any such water management and control facilities or necessary or convenient for the acquisition, construction, reconstruction, operation, or maintenance thereof.

(22) “Water system” means any plant, system, facility, or property and additions, extensions, and improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the development of sources, treatment, or purification and distribution of water. Without limiting the generality of the foregoing, the term “water system” includes dams, reservoirs, storage, tanks, mains, lines, valves, hydrants, pumping stations, chilled water distribution systems, laterals, and pipes for the purpose of carrying water to the premises connected with such system, and all rights, easements, and franchises of any nature relating to any such system and necessary or convenient for the operation thereof.

History.—s. 2, ch. 80-407; s. 2, ch. 84-360; s. 10, ch. 87-363; s. 2, ch. 91-308; s. 33, ch. 2000-364; s. 1, ch. 2007-160; s. 1, ch. 2009-142.

190.004 Preemption; sole authority.—

(1) This act constitutes the sole authorization for the future establishment of independent community development districts which have any of the specialized functions and powers provided by this act.

(2) The adoption of chapter 84-360, Laws of Florida, does not affect the validity of the establishment of any community development district or other special district existing on June 29, 1984; and existing community development districts will be subject to the provisions of chapter 190, as amended. All actions taken prior to July 1, 2000, by a community development district existing on June 29, 1984, if taken pursuant to the authority contained in chapter 80-407, Laws of Florida, or this chapter are hereby deemed to have adequate statutory authority. Nothing herein shall affect the validity of any outstanding indebtedness of a community development district established prior

to June 29, 1984, and such district is hereby authorized to continue to comply with all terms and requirements of trust indentures or loan agreements relating to such outstanding indebtedness.

(3) The establishment of an independent community development district as provided in this act is not a development order within the meaning of chapter 380. All governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Community Planning Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

(4) The exclusive charter for a community development district shall be the uniform community development district charter as set forth in ss. 190.006-190.041, including the special powers provided by s. 190.012.

History.—s. 2, ch. 80-407; s. 3, ch. 84-360; s. 27, ch. 85-55; s. 34, ch. 87-224; s. 34, ch. 99-378; s. 9, ch. 2000-304; s. 39, ch. 2011-139.

190.005 Establishment of district.—

(1) The exclusive and uniform method for the establishment of a community development district with a size of 2,500 acres or more shall be pursuant to a rule, adopted under chapter 120 by the Florida Land and Water Adjudicatory Commission, granting a petition for the establishment of a community development district.

(a) A petition for the establishment of a community development district shall be filed by the petitioner with the Florida Land and Water Adjudicatory Commission. The petition shall contain:

1. A metes and bounds description of the external boundaries of the district. Any real property within the external boundaries of the district which is to be excluded from the district shall be specifically described, and the last known address of all owners of such real property shall be listed. The petition shall also address the impact of the proposed district on any real property within the external boundaries of the district which is to be excluded from the district.

2. The written consent to the establishment of the district by all landowners whose real property is to be included in the district or documentation demonstrating that the petitioner has control by deed, trust agreement, contract, or option of 100 percent of the real property to be included in the district, and when real property to be included in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), the written consent by such governmental entity.

3. A designation of five persons to be the initial members of the board of supervisors, who shall serve in that office until replaced by elected members as provided in s. 190.006.

4. The proposed name of the district.

5. A map of the proposed district showing current major trunk water mains and sewer interceptors and outfalls if in existence.

6. Based upon available data, the proposed timetable for construction of the district services and the estimated cost of constructing the proposed services. These estimates shall be submitted in good faith but are not binding and may be subject to change.

7. A designation of the future general distribution, location, and extent of public and private uses of land proposed for the area within the district by the future land use plan element of the effective local government comprehensive plan of which all mandatory elements have been adopted by the applicable general-purpose local government in compliance with the Community Planning Act.

8. A statement of estimated regulatory costs in accordance with the requirements of s. 120.541.

(b) Prior to filing the petition, the petitioner shall:

1. Pay a filing fee of \$15,000 to the county, if located within an unincorporated area, or to the municipality, if located within an incorporated area, and to each municipality the boundaries of which are contiguous with, or contain all or a portion of the land within, the external boundaries of the district.

2. Submit a copy of the petition to the county, if located within an unincorporated area, or to the municipality, if located within an incorporated area, and to each municipality the boundaries of which are contiguous with, or contain all or a portion of, the land within the external boundaries of the district.

3. If land to be included within a district is located partially within the unincorporated area of one or more counties and partially within a municipality or within two or more municipalities, pay a \$15,000 filing fee to each

entity. Districts established across county boundaries shall be required to maintain records, hold meetings and hearings, and publish notices only in the county where the majority of the acreage within the district lies.

(c) Such county and each such municipality required by law to receive a petition may conduct a public hearing to consider the relationship of the petition to the factors specified in paragraph (e). The public hearing shall be concluded within 45 days after the date the petition is filed unless an extension of time is requested by the petitioner and granted by the county or municipality. The county or municipality holding such public hearing may by resolution express its support of, or objection to the granting of, the petition by the Florida Land and Water Adjudicatory Commission. A resolution must base any objection to the granting of the petition upon the factors specified in paragraph (e). Such county or municipality may present its resolution of support or objection at the Florida Land and Water Adjudicatory Commission hearing and shall be afforded an opportunity to present relevant information in support of its resolution.

(d) A local public hearing on the petition shall be conducted by a hearing officer in conformance with the applicable requirements and procedures of the Administrative Procedure Act. The hearing shall include oral and written comments on the petition pertinent to the factors specified in paragraph (e). The hearing shall be held at an accessible location in the county in which the community development district is to be located. The petitioner shall cause a notice of the hearing to be published for 4 successive weeks on a publicly accessible website as provided in s. 50.0311 or, if published in print, in a newspaper at least once a week for the 4 successive weeks immediately prior to the hearing as provided in chapter 50. Such notice shall give the time and place for the hearing, a description of the area to be included in the district, which description shall include a map showing clearly the area to be covered by the district, and any other relevant information which the establishing governing bodies may require. If published in the print edition of a newspaper, the advertisement may not be placed in the portion of the newspaper where legal notices and classified advertisements appear. The advertisement must be published in a newspaper in the county and of general interest and readership in the community pursuant to chapter 50. Whenever possible, the advertisement shall appear in a newspaper that is published at least weekly, unless the only newspaper in the community is published less than weekly. If the notice is published in the print edition of the newspaper, the map must also be included in any online advertisement pursuant to s. 50.0211. All affected units of general-purpose local government and the general public shall be given an opportunity to appear at the hearing and present oral or written comments on the petition.

(e) The Florida Land and Water Adjudicatory Commission shall consider the entire record of the local hearing, the transcript of the hearing, resolutions adopted by local general-purpose governments as provided in paragraph (c), and the following factors and make a determination to grant or deny a petition for the establishment of a community development district:

1. Whether all statements contained within the petition have been found to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

(f) The Florida Land and Water Adjudicatory Commission shall not adopt any rule which would expand, modify, or delete any provision of the uniform community development district charter as set forth in ss. 190.006-190.041, except as provided in s. 190.012. A rule establishing a community development district shall only contain the following:

1. A metes and bounds description of the external boundaries of the district and any real property within the external boundaries of the district which is to be excluded.
2. The names of five persons designated to be the initial members of the board of supervisors.
3. The name of the district.

(g) The Florida Land and Water Adjudicatory Commission may adopt rules setting forth its procedures for considering petitions to establish, expand, modify, or delete uniform community development districts or portions

thereof consistent with the provisions of this section.

(2) The exclusive and uniform method for the establishment of a community development district of less than 2,500 acres in size or a community development district of up to 7,000 acres in size located within a connected-city corridor established pursuant to s. 163.3246(13) shall be pursuant to an ordinance adopted by the county commission of the county having jurisdiction over the majority of land in the area in which the district is to be located granting a petition for the establishment of a community development district as follows:

(a) A petition for the establishment of a community development district shall be filed by the petitioner with the county commission. The petition shall contain the same information as required in paragraph (1)(a).

(b) A public hearing on the petition shall be conducted by the county commission in accordance with the requirements and procedures of paragraph (1)(d).

(c) The county commission shall consider the record of the public hearing and the factors set forth in paragraph (1)(e) in making its determination to grant or deny a petition for the establishment of a community development district.

(d) The county commission may not adopt any ordinance which would expand, modify, or delete any provision of the uniform community development district charter as set forth in ss. 190.006-190.041. An ordinance establishing a community development district shall only include the matters provided for in paragraph (1)(f) unless the commission consents to any of the optional powers under s. 190.012(2) at the request of the petitioner.

(e) If all of the land in the area for the proposed district is within the territorial jurisdiction of a municipal corporation, then the petition requesting establishment of a community development district under this act shall be filed by the petitioner with that particular municipal corporation. In such event, the duties of the county, hereinabove described, in action upon the petition shall be the duties of the municipal corporation. If any of the land area of a proposed district is within the land area of a municipality, the county commission may not create the district without municipal approval. If all of the land in the area for the proposed district, even if less than 2,500 acres, is within the territorial jurisdiction of two or more municipalities or two or more counties, except for proposed districts within a connected-city corridor established pursuant to s. 163.3246(13), the petition shall be filed with the Florida Land and Water Adjudicatory Commission and proceed in accordance with subsection (1).

(f) Notwithstanding any other provision of this subsection, within 90 days after a petition for the establishment of a community development district has been filed pursuant to this subsection, the governing body of the county or municipal corporation may transfer the petition to the Florida Land and Water Adjudicatory Commission, which shall make the determination to grant or deny the petition as provided in subsection (1). A county or municipal corporation shall have no right or power to grant or deny a petition that has been transferred to the Florida Land and Water Adjudicatory Commission.

(3) The governing body of any existing special district, created to provide one or more of the public improvements and community facilities authorized by this act, may petition for reestablishment of the existing district as a community development district pursuant to this act. The petition shall contain the information specified in subparagraphs (1)(a)1., 3., 4., 5., 6., and 7. and shall not require payment of a fee pursuant to paragraph (1)(b). In such case, the new district so formed shall assume the existing obligations, indebtedness, and guarantees of indebtedness of the district so subsumed, and the existing district shall be terminated.

History.—s. 2, ch. 80-407; ss. 4, 5, ch. 84-360; s. 28, ch. 85-55; s. 35, ch. 87-224; s. 34, ch. 96-410; s. 6, ch. 98-146; s. 35, ch. 99-378; s. 34, ch. 2000-364; s. 2, ch. 2007-160; s. 33, ch. 2008-4; s. 4, ch. 2009-142; s. 40, ch. 2011-139; s. 6, ch. 2012-212; s. 13, ch. 2015-30; s. 1, ch. 2016-94; s. 10, ch. 2018-158; s. 17, ch. 2021-17; s. 16, ch. 2022-103.

190.006 Board of supervisors; members and meetings.—

(1) The board of the district shall exercise the powers granted to the district pursuant to this act. The board shall consist of five members; except as otherwise provided herein, each member shall hold office for a term of 2 years or 4 years, as provided in this section, and until a successor is chosen and qualifies. The members of the board must be residents of the state and citizens of the United States.

(2)(a) Within 90 days following the effective date of the rule or ordinance establishing the district, there shall be held a meeting of the landowners of the district for the purpose of electing five supervisors for the district. Notice of the landowners' meeting shall be published once a week for 2 consecutive weeks in a newspaper which is in general circulation in the area of the district, the last day of such publication to be not fewer than 14 days or more than 28

days before the date of the election. The landowners, when assembled at such meeting, shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

(b) At such meeting, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the district for each person to be elected. A landowner may vote in person or by proxy in writing. Each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy need not be notarized. A fraction of an acre shall be treated as 1 acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. The two candidates receiving the highest number of votes shall be elected for a period of 4 years, and the three candidates receiving the next largest number of votes shall be elected for a period of 2 years, with the term of office for each successful candidate commencing upon election. The members of the first board elected by landowners shall serve their respective 4-year or 2-year terms; however, the next election by landowners shall be held on the first Tuesday in November. Thereafter, there shall be an election of supervisors for the district every 2 years in November on a date established by the board and noticed pursuant to paragraph (a). The second and subsequent landowners' election shall be announced at a public meeting of the board at least 90 days prior to the date of the landowners' meeting and shall also be noticed pursuant to paragraph (a). Instructions on how all landowners may participate in the election, along with sample proxies, shall be provided during the board meeting that announces the landowners' meeting. The two candidates receiving the highest number of votes shall be elected to serve for a 4-year period, and the remaining candidate elected shall serve for a 2-year period.

(3)(a)1. If the board proposes to exercise the ad valorem taxing power authorized by s. 190.021, the district board shall call an election at which the members of the board of supervisors will be elected. Such election shall be held in conjunction with a primary or general election unless the district bears the cost of a special election. Each member shall be elected by the qualified electors of the district for a term of 4 years, except that, at the first such election, three members shall be elected for a period of 4 years and two members shall be elected for a period of 2 years. All elected board members must be qualified electors of the district.

2.a. Regardless of whether a district has proposed to levy ad valorem taxes, commencing 6 years after the initial appointment of members or, for a district exceeding 5,000 acres in area or for a compact, urban, mixed-use district, 10 years after the initial appointment of members, the position of each member whose term has expired shall be filled by a qualified elector of the district, elected by the qualified electors of the district. However, for those districts established after June 21, 1991, and for those existing districts established after December 31, 1983, which have less than 50 qualified electors on June 21, 1991, sub-subparagraphs b. and d. shall apply. If, in the 6th year after the initial appointment of members, or 10 years after such initial appointment for districts exceeding 5,000 acres in area or for a compact, urban, mixed-use district, there are not at least 250 qualified electors in the district, or for a district exceeding 5,000 acres or for a compact, urban, mixed-use district, there are not at least 500 qualified electors, members of the board shall continue to be elected by landowners.

b. After the 6th or 10th year, once a district reaches 250 or 500 qualified electors, respectively, then the positions of two board members whose terms are expiring shall be filled by qualified electors of the district, elected by the qualified electors of the district for 4-year terms. The remaining board member whose term is expiring shall be elected for a 4-year term by the landowners and is not required to be a qualified elector. Thereafter, as terms expire, board members shall be qualified electors elected by qualified electors of the district for a term of 4 years.

c. Once a district qualifies to have any of its board members elected by the qualified electors of the district, the initial and all subsequent elections by the qualified electors of the district shall be held at the general election in November. The board shall adopt a resolution if necessary to implement this requirement when the board determines the number of qualified electors as required by sub-subparagraph d., to extend or reduce the terms of current board members.

d. On or before June 1 of each year, the board shall determine the number of qualified electors in the district as of the immediately preceding April 15. The board shall use and rely upon the official records maintained by the supervisor of elections and property appraiser or tax collector in each county in making this determination. Such determination shall be made at a properly noticed meeting of the board and shall become a part of the official minutes of the district.

(b) Elections of board members by qualified electors held pursuant to this subsection shall be nonpartisan and shall be conducted in the manner prescribed by law for holding general elections. The district shall publish a notice of the qualifying period set by the supervisor of elections for each election at least 2 weeks prior to the start of the qualifying period. Board members shall assume the office on the second Tuesday following their election. If no elector qualifies for a seat to be filled in an election, a vacancy in that seat shall be declared by the board effective on the second Tuesday following the election. Within 90 days thereafter, the board shall appoint a qualified elector to fill the vacancy. Until such appointment, the incumbent board member in that seat shall remain in office.

(c) Candidates seeking election to office by qualified electors under this subsection shall conduct their campaigns in accordance with the provisions of chapter 106 and shall file qualifying papers and qualify for individual seats in accordance with s. 99.061.

(d) The supervisor of elections shall appoint the inspectors and clerks of elections, prepare and furnish the ballots, designate polling places, and canvass the returns of the election of board members by qualified electors. The county canvassing board shall declare and certify the results of the election.

(4) Members of the board shall be known as supervisors and, upon entering into office, shall take and subscribe to the oath of office as prescribed by s. 876.05. They shall hold office for the terms for which they were elected or appointed and until their successors are chosen and qualified. If, during the term of office, a vacancy occurs, the remaining members of the board shall fill the vacancy by an appointment for the remainder of the unexpired term.

(5) A majority of the members of the board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the district shall be upon a vote of a majority of the members present unless general law or a rule of the district requires a greater number.

(6) As soon as practicable after each election or appointment, the board shall organize by electing one of its members as chair and by electing a secretary, who need not be a member of the board, and such other officers as the board may deem necessary.

(7) The board shall keep a permanent record book entitled “Record of Proceedings of _(name of district)_ Community Development District,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. The record book shall at reasonable times be opened to inspection in the same manner as state, county, and municipal records pursuant to chapter 119. The record book shall be kept at the office or other regular place of business maintained by the board in the county or municipality in which the district is located or within the boundaries of a development of regional impact or Florida Quality Development, or combination of a development of regional impact and Florida Quality Development, which includes the district.

(8) Each supervisor shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the board of supervisors, not to exceed \$4,800 per year per supervisor, or an amount established by the electors at referendum. In addition, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061.

(9) All meetings of the board shall be open to the public and governed by the provisions of chapter 286.

History.—s. 2, ch. 80-407; s. 6, ch. 84-360; s. 23, ch. 85-80; s. 3, ch. 91-308; s. 962, ch. 95-147; s. 36, ch. 99-378; s. 19, ch. 2000-158; s. 35, ch. 2004-345; s. 32, ch. 2004-353; s. 3, ch. 2007-160; s. 33, ch. 2008-95; s. 2, ch. 2009-142.

190.007 Board of supervisors; general duties.—

(1) The board shall employ, and fix the compensation of, a district manager. The district manager shall have charge and supervision of the works of the district and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of this act, for maintaining and operating the equipment owned by the district, and for performing such other duties as may be prescribed by the board. It shall not be a conflict of interest under chapter 112 for a board member or the district manager or another employee of the district to be a stockholder, officer, or employee of a landowner or of an entity affiliated with a landowner. The district manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation,

professional, supervisory, and clerical employees, as may be necessary and authorized by the board. The compensation and other conditions of employment of the officers and employees of the district shall be as provided by the board. For purposes of s. 8(h)(2), Art. II of the State Constitution, a board member or a public employee of a district does not abuse his or her public position if the board member or public employee commits an act or omission that is authorized under this subsection, s. 112.313(7), (12), (15), or (16), or s. 112.3143(3)(b), and an abuse of a board member's public position does not include any act or omission in connection with a vote when the board member has followed the procedures required by s. 112.3143.

(2) The board shall designate a person who is a resident of the state as treasurer of the district, who shall have charge of the funds of the district. Such funds shall be disbursed only upon the order, or pursuant to the resolution, of the board by warrant or check countersigned by the treasurer and by such other person as may be authorized by the board. The board may give the treasurer such other or additional powers and duties as the board may deem appropriate and may fix his or her compensation. The board may require the treasurer to give a bond in such amount, on such terms, and with such sureties as may be deemed satisfactory to the board to secure the performance by the treasurer of his or her powers and duties. The financial records of the board shall be audited by an independent certified public accountant at least once a year.

(3) The board is authorized to select as a depository for its funds any qualified public depository as defined in s. 280.02 which meets all the requirements of chapter 280 and has been designated by the Chief Financial Officer as a qualified public depository, upon such terms and conditions as to the payment of interest by such depository upon the funds so deposited as the board may deem just and reasonable.

History.—s. 2, ch. 80-407; s. 7, ch. 84-360; s. 32, ch. 86-191; s. 963, ch. 95-147; s. 170, ch. 2003-261; s. 4, ch. 2007-160; s. 3, ch. 2020-77; s. 90, ch. 2024-140.

190.008 Budget; reports and reviews.—

(1) The district shall provide financial reports in such form and such manner as prescribed pursuant to this chapter and chapter 218.

(2)(a) On or before each June 15, the district manager shall prepare a proposed budget for the ensuing fiscal year to be submitted to the board for board approval. The proposed budget shall include at the direction of the board an estimate of all necessary expenditures of the district for the ensuing fiscal year and an estimate of income to the district from the taxes, assessments, and other revenues provided in this act. The board shall consider the proposed budget item by item and may either approve the budget as proposed by the district manager or modify the same in part or in whole. The board shall indicate its approval of the budget by resolution, which resolution shall provide for a hearing on the budget as approved. Notice of the hearing on the budget shall be published in a newspaper of general circulation in the area of the district once a week for 2 consecutive weeks, except that the first publication shall be not fewer than 15 days prior to the date of the hearing. The notice shall further contain a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the board shall hear all objections to the budget as proposed and may make such changes as the board deems necessary. At the conclusion of the budget hearing, the board shall, by resolution, adopt the budget as finally approved by the board. The budget shall be adopted prior to October 1 of each year.

(b) At least 60 days prior to adoption, the district board shall submit to the local governing authorities having jurisdiction over the area included in the district, for purposes of disclosure and information only, the proposed annual budget for the ensuing fiscal year and any proposed long-term financial plan or program of the district for future operations.

(c) The local governing authorities may review the proposed annual budget and any long-term financial plan or program and may submit written comments to the board for its assistance and information in adopting its annual budget and long-term financial plan or program.

History.—s. 2, ch. 80-407; s. 5, ch. 2007-160.

190.009 Disclosure of public financing.—

(1) The district shall take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the district. Such information shall be

made available to all existing residents, and to all prospective residents, of the district. The district shall furnish each developer of a residential development within the district with sufficient copies of that information to provide each prospective initial purchaser of property in that development with a copy, and any developer of a residential development within the district, when required by law to provide a public offering statement, shall include a copy of such information relating to the public financing and maintenance of improvements in the public offering statement. The district shall file the disclosure documents required by this subsection and any amendments thereto in the property records of each county in which the district is located.

(2) The Department of Commerce shall keep a current list of districts and their disclosures pursuant to this act and shall make such studies and reports and take such actions as it deems necessary.

History.—s. 2, ch. 80-407; s. 17, ch. 81-167; s. 15, ch. 83-55; s. 1, ch. 85-60; s. 2, ch. 90-46; s. 9, ch. 94-218; s. 37, ch. 99-378; s. 6, ch. 2007-160; s. 10, ch. 2008-240; s. 70, ch. 2011-142; s. 40, ch. 2024-6.

190.011 General powers.—The district shall have, and the body may exercise, the following powers:

(1) To sue and be sued in the name of the district; to adopt and use a seal and authorize the use of a facsimile thereof; to acquire, by purchase, gift, devise, or otherwise, and to dispose of, real and personal property, or any estate therein; and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.

(2) To apply for coverage of its employees under the state retirement system in the same manner as if such employees were state employees, subject to necessary action by the district to pay employer contributions into the state retirement fund.

(3) To contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature. Such contracts shall be subject to public bidding or competitive negotiation requirements as set forth in s. 190.033.

(4) To borrow money and accept gifts; to apply for and use grants or loans of money or other property from the United States, the state, a unit of local government, or any person for any district purposes and enter into agreements required in connection therewith; and to hold, use, and dispose of such moneys or property for any district purposes in accordance with the terms of the gift, grant, loan, or agreement relating thereto.

(5) To adopt rules and orders pursuant to the provisions of chapter 120 prescribing the powers, duties, and functions of the officers of the district; the conduct of the business of the district; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the district. The board may also adopt administrative rules with respect to any of the projects of the district and define the area to be included therein. The board may also adopt resolutions which may be necessary for the conduct of district business.

(6) To maintain an office at such place or places as it may designate within a county in which the district is located or within the boundaries of a development of regional impact or a Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, which includes the district, which office must be reasonably accessible to the landowners. Meetings pursuant to s. 189.015(3) of a district within the boundaries of a development of regional impact or Florida Quality Development, or a combination of a development of regional impact and a Florida Quality Development, may be held at such office.

(7)(a) To hold, control, and acquire by donation, purchase, or condemnation, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this act and to make use of such easements, dedications, or reservations for any of the purposes authorized by this act.

(b) When real property in the district is owned by a governmental entity and subject to a ground lease as described in s. 190.003(14), to collect ground rent from landowners pursuant to a contract with such governmental entity and to contract with the county tax collector for collection of such ground rent using the procedures authorized in s. 197.3631, other than the procedures contained in s. 197.3632.

(8) To lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the district is authorized to undertake and facilities or property of any nature for the use of the district to carry out any of the purposes authorized by this act.

(9) To borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such tax and special assessments as may be authorized; and to charge, collect, and

enforce fees and other user charges.

(10) To raise, by user charges or fees authorized by resolution of the board, amounts of money which are necessary for the conduct of the district activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law.

(11) To exercise within the district, or beyond the district with prior approval by resolution of the governing body of the county if the taking will occur in an unincorporated area or with prior approval by resolution of the governing body of the municipality if the taking will occur within a municipality, the right and power of eminent domain, pursuant to the provisions of chapters 73 and 74, over any property within the state, except municipal, county, state, and federal property, for the uses and purposes of the district relating solely to water, sewer, district roads, and water management, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another.

(12) To cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(13) To assess and impose upon lands in the district ad valorem taxes as provided by this act.

(14) To determine, order, levy, impose, collect, and enforce special assessments pursuant to this act and chapter 170. Such special assessments may, in the discretion of the district, be collected and enforced pursuant to the provisions of ss. 197.3631, 197.3632, and 197.3635, chapter 170, or chapter 173.

(15) To exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(16) To exercise such special powers as may be authorized by this act.

History.—s. 2, ch. 80-407; s. 8, ch. 84-360; s. 46, ch. 89-169; s. 4, ch. 91-308; s. 38, ch. 99-378; s. 1, ch. 2003-39; s. 7, ch. 2007-160; s. 5, ch. 2009-142; s. 69, ch. 2014-22.

190.012 Special powers; public improvements and community facilities.—The district shall have, and the board may exercise, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies, and special districts having authority with respect to any area included therein, any or all of the following special powers relating to public improvements and community facilities authorized by this act:

(1) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:

(a) Water management and control for the lands within the district and to connect some or any of such facilities with roads and bridges.

(b) Water supply, sewer, and wastewater management, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.

(c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.

(d)1. District roads equal to or exceeding the applicable specifications of the county in which such district roads are located; roads and improvements to existing public roads that are owned by or conveyed to the local general-purpose government, the state, or the Federal Government; street lights; alleys; landscaping; hardscaping; and the undergrounding of electric utility lines. Districts may request the underground placement of utility lines by the local retail electric utility provider in accordance with the utility's tariff on file with the Public Service Commission and may finance the required contribution.

2. Buses, trolleys, transit shelters, ridesharing facilities and services, parking improvements, and related signage.

(e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the district under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the district and who caused or contributed to the contamination.

(f) Conservation areas, mitigation areas, and wildlife habitat, including the maintenance of any plant or animal species, and any related interest in real or personal property.

(g) Any other project within or without the boundaries of a district when a local government issued a development order pursuant to s. 380.06 approving or expressly requiring the construction or funding of the project by the district, or when the project is the subject of an agreement between the district and a governmental entity and is consistent with the local government comprehensive plan of the local government within which the project is to be located.

(h) Any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the district.

(2) After the local general-purpose government within the jurisdiction of which a power specified in this subsection is to be exercised consents to the exercise of such power by the district, the district shall have the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for:

(a) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.

(b) Fire prevention and control, including fire stations, water mains and plugs, fire trucks, and other vehicles and equipment.

(c) School buildings and related structures and site improvements, which may be leased, sold, or donated to the school district, for use in the educational system when authorized by the district school board.

(d) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the district may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the district boundaries. However, this paragraph does not prohibit a district from contracting with a towing operator to remove a vehicle or vessel from a district-owned facility or property if the district follows the authorization and notice and procedural requirements in s. 715.07 for an owner or lessee of private property. The district's selection of a towing operator is not subject to public bidding if the towing operator is included in an approved list of towing operators maintained by the local government that has jurisdiction over the district's facility or property.

(e) Control and elimination of mosquitoes and other arthropods of public health importance.

(f) Waste collection and disposal.

(3) To adopt and enforce appropriate rules following the procedures of chapter 120, in connection with the provision of one or more services through its systems and facilities.

(4)(a) To adopt rules necessary for the district to enforce certain deed restrictions pertaining to the use and operation of real property within the district and outside the district pursuant to an interlocal agreement under chapter 163 if within another district or, if not within another district, with the consent of the county or municipality in which the deed restriction enforcement is proposed to occur. For the purpose of this subsection, the term "deed restrictions" means those covenants, conditions, restrictions, compliance mechanisms, and enforcement remedies contained in any applicable declarations of covenants and restrictions that govern the use and operation of real property and, for which covenants, conditions, and restrictions, there is no homeowners' association or property owner's association having respective enforcement powers unless, with respect to a homeowners' association whose board is under member control, the association and the district agree in writing to enforcement by the district. The district may adopt by rule all or certain portions of the deed restrictions that:

1. Relate to limitations, prohibitions, compliance mechanisms, or enforcement remedies that apply only to external appearances or uses and are deemed by the district to be generally beneficial for the district's landowners and for which enforcement by the district is appropriate, as determined by the district's board of supervisors; or

2. Are consistent with the requirements of a development order or regulatory agency permit.

(b) The board may vote to adopt such rules only when all of the following conditions exist:

1. The district was in existence on the effective date of this subsection, or is located within a development that consists of multiple developments of regional impact and a Florida Quality Development.

2. For residential districts, the majority of the board has been elected by qualified electors pursuant to the provisions of s. 190.006.

3. For residential districts, less than 25 percent of residential units are in a homeowners' association.

4. The declarant in any applicable declarations of covenants and restrictions has provided the board with a written agreement that such rules may be adopted. A memorandum of the agreement shall be recorded in the public records.

(c) Within 60 days after such rules take effect, the district shall record a notice of rule adoption stating generally what rules were adopted and where a copy of the rules may be obtained. Districts may impose fines for violations of such rules and enforce such rules and fines in circuit court through injunctive relief.

(d) The owners of property located outside the boundary of the district shall elect an advisor to the district board pursuant to paragraph (e). The sole responsibilities of the district board advisor are to review enforcement actions proposed by the district board against properties located outside the district and make recommendations relating to those proposed actions. Before the district board may enforce its rules against any owner of property located outside the district, the district board shall request the district board advisor to make a recommendation on the proposed enforcement action. The district board advisor must render a recommendation within 30 days after receiving a request from the district board or is deemed to have no objection to the district board's proposed decision or action.

(e)1. Whenever an interlocal agreement is entered into pursuant to paragraph (a), a district board advisor seat shall be created for one elected landowner whose property is within the jurisdiction of the governmental entity entering into the interlocal agreement but not within the boundaries of the district. The district board advisor shall be elected by landowners whose land is subject to enforcement by the district but whose land is not within the boundaries of the district. The district board advisor shall be elected for a 2-year term. The first election for a district board advisor shall be within 90 days after the effective date of the interlocal agreement between the district and the government entity.

2. The election of the district board advisor shall occur at a meeting of eligible landowners. The district shall publish notice of the meeting and election once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the parties to the interlocal agreement. The notice must include instructions on how all landowners may participate in the election and how to obtain a proxy form. The last day of publication may not be less than 14 days or more than 28 days before the date of the election. The landowners, when assembled at the meeting, shall organize by electing a chair who shall conduct the meeting. The chair may be any person present at the meeting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions.

3. At the meeting, each landowner is entitled to cast one vote per acre of land owned by him or her and located within the district for each person to be elected. A landowner may vote in person or by proxy in writing. Each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy need not be notarized. A fraction of an acre shall be treated as 1 acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots may not be aggregated for purposes of determining the number of voting units held by a landowner or a landowner's proxy.

4. If a vacancy occurs in the district advisor seat, a special landowner election shall be held within 60 days after the vacancy using the notice, proxy, and acreage voting provisions of this subsection.

History.—s. 2, ch. 80-407; s. 51, ch. 83-217; s. 9, ch. 84-360; s. 47, ch. 89-169; s. 8, ch. 93-51; s. 39, ch. 99-378; s. 15, ch. 2000-317; s. 47, ch. 2000-364; s. 33, ch. 2004-345; s. 30, ch. 2004-353; s. 8, ch. 2007-160; s. 9, ch. 2009-142; s. 2, ch. 2016-94; s. 11, ch. 2018-158.

190.0125 Purchase, privatization, or sale of water, sewer, or wastewater reuse utility by district.—No community development district may purchase or sell a water, sewer, or wastewater reuse utility that provides service to the public for compensation, or enter into a wastewater facility privatization contract for a wastewater facility, until the governing body of the community development district has held a public hearing on the purchase, sale, or wastewater facility privatization contract and made a determination that the purchase, sale, or wastewater facility privatization contract is in the public interest. In determining if the purchase, sale, or wastewater facility privatization contract is in the public interest, the community development district shall consider, at a minimum, the following:

(1) The most recent available income and expense statement for the utility;

- (2) The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;
- (3) A statement of the existing rate base of the utility for regulatory purposes;
- (4) The physical condition of the utility facilities being purchased, sold, or subject to a wastewater facility privatization contract;
- (5) The reasonableness of the purchase, sales, or wastewater facility privatization contract price and terms;
- (6) The impacts of the purchase, sale, or wastewater facility privatization contract on utility customers, both positive and negative;
- (7)(a) Any additional investment required and the ability and willingness of the purchaser or the private firm under a wastewater facility privatization contract to make that investment, whether the purchaser is the community development district or the entity purchasing the utility from the community development district;
- (b) In the case of a wastewater facility privatization contract, the terms and conditions on which the private firm will provide capital investment and financing or a combination thereof for contemplated capital replacements, additions, expansions, and repairs. The community development district shall give significant weight to this criteria.
- (8) The alternatives to the purchase, sale, or wastewater facility privatization contract and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made;
- (9)(a) The ability of the purchaser or the private firm under a wastewater facility privatization contract to provide and maintain high-quality and cost-effective utility service, whether the purchaser is the community development district or the entity purchasing the utility from the community development district;
- (b) In the case of a wastewater facility privatization contract, the community development district shall give significant weight to the technical expertise and experience of the private firm in carrying out the obligations specified in the wastewater facility privatization contract; and
- (10) All moneys paid by a private firm to a community development district pursuant to a wastewater facility privatization contract shall be used for the purpose of reducing or offsetting property taxes, wastewater service rates, or debt reduction or making infrastructure improvements or capital asset expenditures or other public purpose; provided, however, nothing herein shall preclude the community development district from using all or part of the moneys for the purpose of the community development district's qualification for relief from the repayment of federal grant awards associated with the wastewater system as may be required by federal law or regulation.

The community development district shall prepare a statement showing that the purchase, sale, or wastewater facility privatization contract is in the public interest, including a summary of the purchaser's or private firm's experience in water, sewer, or wastewater reuse utility operation and a showing of financial ability to provide the service, whether the purchaser or private firm is the community development district or the entity purchasing the utility from the community development district.

History.—s. 3, ch. 84-84; s. 9, ch. 93-51; s. 9, ch. 96-202.

190.013 Water management and control plan.—In the event that the board assumes the responsibility for providing water management and control for the district as provided in s. 190.012(1)(a) which is to be financed by benefit special assessments, the board shall proceed to adopt water management and control plans, assess for benefits, and apportion and levy special assessments, as follows:

- (1) The board shall cause to be made by the district's engineer, or such other engineer or engineers as the board may employ for that purpose, complete and comprehensive water management and control plans for the lands located within the district that will be improved in any part or in whole by any system of facilities that may be outlined and adopted, and the engineer shall make a report in writing to the board with maps and profiles of said surveys and an estimate of the cost of carrying out and completing the plans.
- (2) Upon the completion of such plans, the board shall hold a hearing thereon to hear objections thereto, shall give notice of the time and place fixed for such hearing by publication once each week for 2 consecutive weeks in a newspaper of general circulation in the general area of the district, and shall permit the inspection of the plan at the office of the district by all persons interested. All objections to the plan shall be filed at or before the time fixed in the notice for the hearing and shall be in writing.

(3) After the hearing, the board shall consider the proposed plan and any objections thereto and may modify, reject, or adopt the plan or continue the hearing to a day certain for further consideration of the proposed plan or modifications thereof.

(4) When the board approves a plan, a resolution shall be adopted and a certified copy thereof shall be filed in the office of the secretary and incorporated by him or her into the records of the district.

(5) The water management and control plan may be altered in detail from time to time until the appraisal record herein provided is filed, but not in such manner as to affect materially the conditions of its adoption. After the appraisal record has been filed, no alteration of the plan shall be made, except as provided by this act.

(6) Within 20 days after the final adoption of the plan by the board, the board shall proceed pursuant to s. 298.301.

History.—s. 2, ch. 80-407; s. 5, ch. 91-308; s. 964, ch. 95-147; s. 26, ch. 97-40.

190.014 Issuance of bond anticipation notes.—In addition to the other powers provided for in this act, and not in limitation thereof, the district shall have the power, at any time, and from time to time after the issuance of any bonds of the district shall have been authorized, to borrow money for the purposes for which such bonds are to be issued in anticipation of the receipt of the proceeds of the sale of such bonds and to issue bond anticipation notes in a principal sum not in excess of the authorized maximum amount of such bond issue. Such notes shall be in such denomination or denominations, bear interest at such rate as the board may determine in compliance with s. 215.84, mature at such time or times not later than 5 years from the date of issuance, and be in such form and executed in such manner as the board shall prescribe. Such notes may be sold at either public or private sale or, if such notes shall be renewal notes, may be exchanged for notes then outstanding on such terms as the board shall determine. Such notes shall be paid from the proceeds of such bonds when issued. The board may, in its discretion, in lieu of retiring the notes by means of bonds, retire them by means of current revenues or from any taxes or assessments levied for the payment of such bonds; but in such event a like amount of the bonds authorized shall not be issued. Non-ad valorem assessments levied to pay interest on bond anticipation notes shall not constitute an installment of assessments under s. 190.022.

History.—s. 2, ch. 80-407; s. 9, ch. 83-215; s. 9, ch. 2007-160.

190.015 Short-term borrowing.—The district at any time may obtain loans, in such amount and on such terms and conditions as the board may approve, for the purpose of paying any of the expenses of the district or any costs incurred or that may be incurred in connection with any of the projects of the district, which loans shall bear such interest as the board may determine in compliance with s. 215.84, and may be payable from and secured by a pledge of such funds, revenues, taxes, and assessments as the board may determine, subject, however, to the provisions contained in any proceeding under which bonds were theretofore issued and are then outstanding. For the purpose of defraying such costs and expenses, the district may issue negotiable notes, warrants, or other evidences of debt to be payable at such times, to bear such interest as the board may determine in compliance with s. 215.84, and to be sold or discounted at such price or prices not less than 95 percent of par value and on such terms as the board may deem advisable. The board shall have the right to provide for the payment thereof by pledging the whole or any part of the funds, revenues, taxes, and assessments of the district. The approval of the electors residing in the district shall not be necessary except when required by the State Constitution.

History.—s. 2, ch. 80-407; s. 80, ch. 81-259; s. 10, ch. 83-215.

190.016 Bonds.—

(1) **SALE OF BONDS.**—Bonds may be sold in blocks or installments at different times, or an entire issue or series may be sold at one time. Bonds may be sold at public or private sale after such advertisement, if any, as the board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon. Bonds may be sold or exchanged for refunding bonds. Special assessment and revenue bonds may be delivered by the district as payment of the purchase price of any project or part thereof, or a combination of projects or parts thereof, or as the purchase price or exchange for any property, real, personal, or mixed, including franchises or services rendered by any contractor, engineer, or other person, all at one time or in blocks from time to time, in such

manner and upon such terms as the board in its discretion shall determine. The price or prices for any bonds sold, exchanged, or delivered may be:

- (a) The money paid for the bonds;
- (b) The principal amount, plus accrued interest to the date of redemption or exchange, or outstanding obligations exchanged for refunding bonds; and
- (c) In the case of special assessment or revenue bonds, the amount of any indebtedness to contractors or other persons paid with such bonds, or the fair value of any properties exchanged for the bonds, as determined by the board.

(2) **AUTHORIZATION AND FORM OF BONDS.**—Any general obligation bonds, benefit bonds, or revenue bonds may be authorized by resolution or resolutions of the board which shall be adopted by a majority of all the members thereof then in office. Such resolution or resolutions may be adopted at the same meeting at which they are introduced and need not be published or posted. The board may, by resolution, authorize the issuance of bonds and fix the aggregate amount of bonds to be issued; the purpose or purposes for which the moneys derived therefrom shall be expended, including, but not limited to, payment of costs as defined in s. 190.003(8); the rate or rates of interest, in compliance with s. 215.84; the denomination of the bonds; whether or not the bonds are to be issued in one or more series; the date or dates of maturity, which shall not exceed 40 years from their respective dates of issuance; the medium of payment; the place or places within or without the state where payment shall be made; registration privileges; redemption terms and privileges, whether with or without premium; the manner of execution; the form of the bonds, including any interest coupons to be attached thereto; the manner of execution of bonds and coupons; and any and all other terms, covenants, and conditions thereof and the establishment of revenue or other funds. Such authorizing resolution or resolutions may further provide for the contracts authorized by s. 159.825(1)(f) and (g) regardless of the tax treatment of such bonds being authorized, subject to the finding by the board of a net saving to the district resulting by reason thereof. Such authorizing resolution may further provide that such bonds may be executed in accordance with the Registered Public Obligations Act, except that bonds not issued in registered form shall be valid if manually countersigned by an officer designated by appropriate resolution of the board. The seal of the district may be affixed, lithographed, engraved, or otherwise reproduced in facsimile on such bonds. In case any officer whose signature shall appear on any bonds or coupons shall cease to be such officer before the delivery of such bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery.

(3) **INTERIM CERTIFICATES; REPLACEMENT CERTIFICATES.**—Pending the preparation of definitive bonds, the board may issue interim certificates or receipts or temporary bonds, in such form and with such provisions as the board may determine, exchangeable for definitive bonds when such bonds have been executed and are available for delivery. The board may also provide for the replacement of any bonds which become mutilated, lost, or destroyed.

(4) **NEGOTIABILITY OF BONDS.**—Any bond issued under this act or any temporary bond, in the absence of an express recital on the face thereof that it is nonnegotiable, shall be fully negotiable and shall be and constitute a negotiable instrument within the meaning and for all purposes of the law merchant and the laws of the state.

(5) **DEFEASANCE.**—The board may make such provision with respect to the defeasance of the right, title, and interest of the holders of any of the bonds and obligations of the district in any revenues, funds, or other properties by which such bonds are secured as the board deems appropriate and, without limitation on the foregoing, may provide that when such bonds or obligations become due and payable or shall have been called for redemption and the whole amount of the principal and interest and premium, if any, due and payable upon the bonds or obligations then outstanding shall be held in trust for such purpose and provision shall also be made for paying all other sums payable in connection with such bonds or other obligations, then and in such event the right, title, and interest of the holders of the bonds in any revenues, funds, or other properties by which such bonds are secured shall thereupon cease, terminate, and become void; and the board may apply any surplus in any sinking fund established in connection with such bonds or obligations and all balances remaining in all other funds or accounts other than money held for the redemption or payment of the bonds or other obligations to any lawful purpose of the district as the board shall determine.

(6) **ISSUANCE OF ADDITIONAL BONDS.**—If the proceeds of any bonds are less than the cost of completing the project in connection with which such bonds were issued, the board may authorize the issuance of additional bonds, upon such

terms and conditions as the board may provide in the resolution authorizing the issuance thereof, but only in compliance with the resolution or other proceedings authorizing the issuance of the original bonds.

(7) **REFUNDING BONDS.**—The district shall have the power to issue bonds to provide for the retirement or refunding of any bonds or obligations of the district that at the time of such issuance are or subsequently thereto become due and payable, or that at the time of issuance have been called or are or will be subject to call for redemption within 10 years thereafter, or the surrender of which can be procured from the holders thereof at prices satisfactory to the board. Refunding bonds may be issued at any time when in the judgment of the board such issuance will be advantageous to the district. No approval of the qualified electors residing in the district shall be required for the issuance of refunding bonds except in cases in which such approval is required by the State Constitution. The board may by resolution confer upon the holders of such refunding bonds all rights, powers, and remedies to which the holders would be entitled if they continued to be the owners and had possession of the bonds for the refinancing of which such refunding bonds are issued, including, but not limited to, the preservation of the lien of such bonds on the revenues of any project or on pledged funds, without extinguishment, impairment, or diminution thereof. The provisions of this act pertaining to bonds of the district shall, unless the context otherwise requires, govern the issuance of refunding bonds, the form and other details thereof, the rights of the holders thereof, and the duties of the board with respect to them.

(8) **REVENUE BONDS.**—

(a) The district shall have the power to issue revenue bonds from time to time without limitation as to amount. Such revenue bonds may be secured by, or payable from, the gross or net pledge of the revenues to be derived from any project or combination of projects; from the rates, fees, or other charges to be collected from the users of any project or projects; from any revenue-producing undertaking or activity of the district; from special assessments; or from any other source or pledged security. Such bonds shall not constitute an indebtedness of the district, and the approval of the qualified electors shall not be required unless such bonds are additionally secured by the full faith and credit and taxing power of the district.

(b) Any two or more projects may be combined and consolidated into a single project and may hereafter be operated and maintained as a single project. The revenue bonds authorized herein may be issued to finance any one or more of such projects, regardless of whether or not such projects have been combined and consolidated into a single project. If the board deems it advisable, the proceedings authorizing such revenue bonds may provide that the district may thereafter combine the projects then being financed or theretofore financed with other projects to be subsequently financed by the district and that revenue bonds to be thereafter issued by the district shall be on parity with the revenue bonds then being issued, all on such terms, conditions, and limitations as shall have been provided in the proceeding which authorized the original bonds.

(9) **GENERAL OBLIGATION BONDS.**—

(a) The district shall have the power from time to time to issue general obligation bonds to finance or refinance capital projects or to refund outstanding bonds in an aggregate principal amount of bonds outstanding at any one time not in excess of 35 percent of the assessed value of the taxable property within the district as shown on the pertinent tax records at the time of the authorization of the general obligation bonds for which the full faith and credit of the district is pledged. Except for refunding bonds, no general obligation bonds shall be issued unless the bonds are issued to finance or refinance a capital project and the issuance has been approved at an election held in accordance with the requirements for such election as prescribed by the State Constitution. Such elections shall be called to be held in the district by the board of county commissioners of the county upon the request of the board of the district. The expenses of calling and holding an election shall be at the expense of the district, and the district shall reimburse the county for any expenses incurred in calling or holding such election.

(b) The district may pledge its full faith and credit for the payment of the principal and interest on such general obligation bonds and for any reserve funds provided therefor and may unconditionally and irrevocably pledge itself to levy ad valorem taxes on all taxable property in the district, to the extent necessary for the payment thereof, without limitations as to rate or amount.

(c) If the board determines to issue general obligation bonds for more than one capital project, the approval of the issuance of the bonds for each and all such projects may be submitted to the electors on one and the same ballot. The

failure of the electors to approve the issuance of bonds for any one or more capital projects shall not defeat the approval of bonds for any capital project which has been approved by the electors.

(d) In arriving at the amount of general obligation bonds permitted to be outstanding at any one time pursuant to paragraph (a), there shall not be included any general obligation bonds which are additionally secured by the pledge of:

1. Special assessments levied in an amount sufficient to pay the principal and interest on the general obligation bonds so additionally secured, which assessments have been equalized and confirmed by resolution or ordinance of the board pursuant to s. 170.08.

2. Water revenues, sewer revenues, or water and sewer revenues of the district to be derived from user fees in an amount sufficient to pay the principal and interest on the general obligation bonds so additionally secured.

3. Any combination of assessments and revenues described in subparagraphs 1. and 2.

(10) BONDS AS LEGAL INVESTMENT OR SECURITY.—

(a) Notwithstanding any provisions of any other law to the contrary, all bonds issued under the provisions of this act shall constitute legal investments for savings banks, banks, trust companies, insurance companies, executors, administrators, trustees, guardians, and other fiduciaries and for any board, body, agency, instrumentality, county, municipality, or other political subdivision of the state and shall be and constitute security which may be deposited by banks or trust companies as security for deposits of state, county, municipal, or other public funds or by insurance companies as required or voluntary statutory deposits.

(b) Any bonds issued by the district shall be incontestable in the hands of bona fide purchasers or holders for value and shall not be invalid because of any irregularity or defect in the proceedings for the issue and sale thereof.

(11) COVENANTS.—Any resolution authorizing the issuance of bonds may contain such covenants as the board may deem advisable, and all such covenants shall constitute valid and legally binding and enforceable contracts between the district and the bondholders, regardless of the time of issuance thereof. Such covenants may include, without limitation, covenants concerning the disposition of the bond proceeds; the use and disposition of project revenues; the pledging of revenues, taxes, and assessments; the obligations of the district with respect to the operation of the project and the maintenance of adequate project revenues; the issuance of additional bonds; the appointment, powers, and duties of trustees and receivers; the acquisition of outstanding bonds and obligations; restrictions on the establishing of competing projects or facilities; restrictions on the sale or disposal of the assets and property of the district; the priority of assessment liens; the priority of claims by bondholders on the taxing power of the district; the maintenance of deposits to assure the payment of revenues by users of district facilities and services; the discontinuance of district services by reason of delinquent payments; acceleration upon default; the execution of necessary instruments; the procedure for amending or abrogating covenants with the bondholders; and such other covenants as may be deemed necessary or desirable for the security of the bondholders.

(12) VALIDATION PROCEEDINGS.—The power of the district to issue bonds under the provisions of this act may be determined, and any of the bonds of the district maturing over a period of more than 5 years shall be validated and confirmed, by court decree, under the provisions of chapter 75 and laws amendatory thereof or supplementary thereto.

(13) ACT FURNISHES FULL AUTHORITY FOR ISSUANCE OF BONDS.—This act constitutes full and complete authority for the issuance of bonds and the exercise of the powers of the district provided herein. No procedures or proceedings, publications, notices, consents, approvals, orders, acts, or things by the board, or any board, officers, commission, department, agency, or instrumentality of the district, other than those required by this act, shall be required to perform anything under this act, except that the issuance or sale of bonds pursuant to the provisions of this act shall comply with the general law requirements applicable to the issuance or sale of bonds by the district. Nothing in this act shall be construed to authorize the district to utilize bond proceeds to fund the ongoing operations of the district.

(14) PLEDGE BY THE STATE TO THE BONDHOLDERS OF THE DISTRICT.—The state pledges to the holders of any bonds issued under this act that it will not limit or alter the rights of the district to own, acquire, construct, reconstruct, improve, maintain, operate, or furnish the projects or to levy and collect the taxes, assessments, rentals, rates, fees, and other charges provided for herein and to fulfill the terms of any agreement made with the holders of such bonds or other obligations and that it will not in any way impair the rights or remedies of such holders.

(15) **DEFAULT.**—A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state.

History.—s. 2, ch. 80-407; s. 11, ch. 83-215; s. 10, ch. 84-360; s. 24, ch. 85-80; s. 6, ch. 91-308; s. 965, ch. 95-147; s. 8, ch. 98-47; s. 6, ch. 2009-142.

190.017 Trust agreements.—Any issue of bonds shall be secured by a trust agreement by and between the district and a corporate trustee or trustees, which may be any trust company or bank having the powers of a trust company within or without the state. The resolution authorizing the issuance of the bonds or such trust agreement may pledge the revenues to be received from any projects of the district and may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as the board may approve, including, without limitation, covenants setting forth the duties of the district in relation to: the acquisition, construction, reconstruction, improvement, maintenance, repair, operation, and insurance of any projects; the fixing and revising of the rates, fees, and charges; and the custody, safeguarding, and application of all moneys and for the employment of consulting engineers in connection with such acquisition, construction, reconstruction, improvement, maintenance, repair, or operation. It shall be lawful for any bank or trust company within or without the state which may act as a depository of the proceeds of bonds or of revenues to furnish such indemnifying bonds or to pledge such securities as may be required by the district. Such resolution or trust agreement may set forth the rights and remedies of the bondholders and of the trustee, if any, and may restrict the individual right of action by bondholders. The board may provide for the payment of proceeds of the sale of the bonds and the revenues of any project to such officer, board, or depository as it may designate for the custody thereof and may provide for the method of disbursement thereof with such safeguards and restrictions as it may determine. All expenses incurred in carrying out the provisions of such resolution or trust agreement may be treated as part of the cost of operation of the project to which such trust agreement pertains.

History.—s. 2, ch. 80-407.

190.021 Taxes; non-ad valorem assessments.—

(1) **AD VALOREM TAXES.**—An elected board shall have the power to levy and assess an ad valorem tax on all the taxable property in the district to construct, operate, and maintain assessable improvements; to pay the principal of, and interest on, any general obligation bonds of the district; and to provide for any sinking or other funds established in connection with any such bonds. An ad valorem tax levied by the board for operating purposes, exclusive of debt service on bonds, shall not exceed 3 mills, except that a district authorized by a local general-purpose government to exercise one or more powers specified in s. 190.012(2) may levy an additional 2 mills for operating purposes, exclusive of debt service on bonds. The ad valorem tax provided for herein shall be in addition to county and all other ad valorem taxes provided for by law. Such tax shall be assessed, levied, and collected in the same manner and same time as county taxes. The levy of ad valorem taxes shall be approved by referendum when required by the State Constitution.

(2) **BENEFIT SPECIAL ASSESSMENTS.**—The board shall annually determine, order, and levy the annual installment of the total benefit special assessments for bonds issued and related expenses to finance district facilities and projects which are levied under this act. These assessments may be due and collected during each year that county taxes are due and collected, in which case such annual installment and levy shall be evidenced to and certified to the property appraiser by the board not later than August 31 of each year, and such assessment shall be entered by the property appraiser on the county tax rolls, and shall be collected and enforced by the tax collector in the same manner and at the same time as county taxes, and the proceeds thereof shall be paid to the district. However, this subsection shall not prohibit the district in its discretion from using the method prescribed in either s. 197.363 or s. 197.3632 for collecting and enforcing these assessments. Notice of the proposed amount of the assessment pursuant to s. 200.069 that includes the date and time of the hearing may be used in lieu of the notice provisions of s. 197.3632(4)(b). These benefit special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as county taxes. The amount of the assessment for the exercise of the district's powers under ss. 190.011 and 190.012 shall be determined by the board based upon a report of the district's engineer and assessed by the board upon such lands, which may be part or all of the lands within the district benefited by the improvement, apportioned between benefited lands in proportion to the benefits received by each tract of land.

(3) **MAINTENANCE SPECIAL ASSESSMENTS.**—To maintain and preserve the facilities and projects of the district, the board may levy a maintenance special assessment. This assessment may be evidenced to and certified to the property appraiser by the board of supervisors not later than August 31 of each year and shall be entered by the property appraiser on the county tax rolls and shall be collected and enforced by the tax collector in the same manner and at the same time as county taxes, and the proceeds therefrom shall be paid to the district. However, this subsection shall not prohibit the district in its discretion from using the method prescribed in either s. 197.363 or s. 197.3632 for collecting and enforcing these assessments. Notice of the proposed amount of the assessment pursuant to s. 200.069 that includes the date and time of the hearing may be used in lieu of the notice provisions of s. 197.3632(4)(b). These maintenance special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as county taxes. The amount of the maintenance special assessment for the exercise of the district's powers under ss. 190.011 and 190.012 shall be determined by the board based upon a report of the district's engineer and assessed by the board upon such lands, which may be all of the lands within the district benefited by the maintenance thereof, apportioned between the benefited lands in proportion to the benefits received by each tract of land.

(4) **ENFORCEMENT OF TAXES.**—The collection and enforcement of all taxes levied by the district shall be at the same time and in like manner as county taxes, and the provisions of the Florida Statutes relating to the sale of lands for unpaid and delinquent county taxes; the issuance, sale, and delivery of tax certificates for such unpaid and delinquent county taxes; the redemption thereof; the issuance to individuals of tax deeds based thereon; and all other procedures in connection therewith shall be applicable to the district to the same extent as if such statutory provisions were expressly set forth herein. All taxes shall be subject to the same discounts as county taxes.

(5) **WHEN UNPAID TAX IS DELINQUENT; PENALTY.**—All taxes provided for in this act shall become delinquent and bear penalties on the amount of such taxes in the same manner as county taxes.

(6) **TAX EXEMPTION.**—All bonds issued hereunder and interest paid thereon and all fees, charges, and other revenues derived by the district from the projects provided by this act are exempt from all taxes by the state or by any political subdivision, agency, or instrumentality thereof; however, any interest, income, or profits on debt obligations issued hereunder are not exempt from the tax imposed by chapter 220. Further, districts are not exempt from the provisions of chapter 212.

(7) **TRANSITIONAL PROVISIONS.**—Nothing in this act shall be deemed to affect any benefit tax, maintenance tax, non-ad valorem assessment, ad valorem tax, or special assessment imposed by a community development district as of June 21, 1991. Nothing in this act shall be construed to affect any tax or assessment pledged to secure or authorized pursuant to a trust indenture under this chapter, and the district imposing such tax or assessment is hereby authorized to impose such tax or assessment under the terms required by the trust indenture. The terms benefit taxes or maintenance taxes used in this chapter prior to June 21, 1991, are redesignated as benefit or maintenance special assessments pursuant to this act, and such terms may be used interchangeably under the terms of an existing trust indenture.

(8) **STATUS OF ASSESSMENTS.**—Benefit special assessments, maintenance special assessments, and special assessments are non-ad valorem assessments as defined by s. 197.3632.

(9) **ASSESSMENTS CONSTITUTE LIENS; COLLECTION.**—Benefit special assessments and maintenance special assessments authorized by this section, and special assessments authorized by s. 190.022 and chapter 170, shall constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes. These non-ad valorem assessments may be collected, at the district's discretion, by the tax collector pursuant to the provisions of s. 197.363 or s. 197.3632, or in accordance with other collection measures provided by law.

(10) **LAND OWNED BY GOVERNMENTAL ENTITY.**—Except as otherwise provided by law, no levy of ad valorem taxes or non-ad valorem assessments under this chapter, or chapter 170, chapter 197, or otherwise, by a board of a district on property of a governmental entity that is subject to a ground lease as described in s. 190.003(14), shall constitute a lien or encumbrance on the underlying fee interest of such governmental entity.

History.—s. 2, ch. 80-407; s. 11, ch. 84-360; s. 48, ch. 89-169; s. 7, ch. 91-308; s. 40, ch. 99-378; s. 35, ch. 2000-364; s. 10, ch. 2007-160; s. 7, ch. 2009-142.

190.022 Special assessments.—

(1) The board may levy special assessments for the construction, reconstruction, acquisition, or maintenance of district facilities authorized under this chapter using the procedures for levy and collection provided in chapter 170 or chapter 197.

(2) Notwithstanding the provisions of s. 170.09, district assessments may be made payable in no more than 30 yearly installments.

History.—s. 2, ch. 80-407; s. 12, ch. 84-360; s. 8, ch. 91-308; s. 41, ch. 99-378.

190.023 Issuance of certificates of indebtedness based on assessments for assessable improvements; assessment bonds.—

(1) The board may, after any assessments for assessable improvements are made, determined, and confirmed as provided in s. 190.022, issue certificates of indebtedness for the amount so assessed against the abutting property or property otherwise benefited, as the case may be; and separate certificates shall be issued against each part or parcel of land or property assessed, which certificates shall state the general nature of the improvement for which the assessment is made. The certificates shall be payable in annual installments in accordance with the installments of the special assessment for which they are issued. The board may determine the interest to be borne by such certificates, in compliance with s. 215.84, and may sell such certificates at either private or public sale and determine the form, manner of execution, and other details of such certificates. The certificates shall recite that they are payable only from the special assessments levied and collected from the part or parcel of land or property against which they are issued. The proceeds of such certificates may be pledged for the payment of principal of and interest on any revenue bonds or general obligation bonds issued to finance in whole or in part such assessable improvement, or, if not so pledged, may be used to pay the cost or part of the cost of such assessable improvements.

(2) The district may also issue assessment bonds or other obligations payable from a special fund into which such certificates of indebtedness referred to in the preceding subsection may be deposited; or, if such certificates of indebtedness have not been issued, the district may assign to such special fund for the benefit of the holders of such assessment bonds or other obligations, or to a trustee for such bondholders, the assessment liens provided for in this act unless such certificates of indebtedness or assessment liens have been theretofore pledged for any bonds or other obligations authorized hereunder. In the event of the creation of such special fund and the issuance of such assessment bonds or other obligations, the proceeds of such certificates of indebtedness or assessment liens deposited therein shall be used only for the payment of the assessment bonds or other obligations issued as provided in this section. The district is authorized to covenant with the holders of such assessment bonds or other obligations that it will diligently and faithfully enforce and collect all the special assessments and interest and penalties thereon for which such certificates of indebtedness or assessment liens have been deposited in or assigned to such fund; to foreclose such assessment liens so assigned to such special fund or represented by the certificates of indebtedness deposited in the special fund, after such assessment liens have become delinquent, and deposit the proceeds derived from such foreclosure, including interest and penalties, in such special fund; and to make any other covenants deemed necessary or advisable in order to properly secure the holders of such assessment bonds or other obligations.

(3) The assessment bonds or other obligations issued pursuant to this section shall have such dates of issue and maturity as shall be deemed advisable by the board; however, the maturities of such assessment bonds or other obligations shall not be more than 2 years after the due date of the last installment which will be payable on any of the special assessments for which such assessment liens, or the certificates of indebtedness representing such assessment liens, are assigned to or deposited in such special fund.

(4) Such assessment bonds or other obligations issued under this section shall bear such interest as the board may determine, not to exceed a rate which is in compliance with s. 215.84, and shall be executed, shall have such provisions for redemption prior to maturity, shall be sold in the manner and be subject to all of the applicable provisions contained in this act for revenue bonds, except as the same may be inconsistent with the provisions of this section.

(5) All assessment bonds or other obligations issued under the provisions of this act, except certificates of indebtedness issued against separate lots or parcels of land or property as provided in this section, shall be and

constitute and shall have all the qualities and incidents of negotiable instruments under the law merchant and the laws of the state.

History.—s. 2, ch. 80-407; s. 81, ch. 81-259; s. 12, ch. 83-215.

190.024 Tax liens.—All taxes of the district provided for in this act, together with all penalties for default in the payment of the same and all costs in collecting the same, including a reasonable attorney's fee fixed by the court and taxed as a cost in the action brought to enforce payment, shall, from January 1 for each year the property is liable to assessment and until paid, constitute a lien of equal dignity with the liens for state and county taxes and other taxes of equal dignity with state and county taxes upon all the lands against which such taxes shall be levied. A sale of any of the real property within the district for state and county or other taxes shall not operate to relieve or release the property so sold from the lien for subsequent district taxes or installments of district taxes, which lien may be enforced against such property as though no such sale thereof had been made. The provisions of ss. 194.171, 197.122, 197.333, and 197.432 shall be applicable to district taxes with the same force and effect as if such provisions were expressly set forth in this act.

History.—s. 2, ch. 80-407; s. 33, ch. 82-226; s. 202, ch. 85-342; s. 27, ch. 95-280.

190.025 Payment of taxes and redemption of tax liens by the district; sharing in proceeds of tax sale.—

(1) The district has the right to:

(a) Pay any delinquent state, county, district, municipal, or other tax or assessment upon lands located wholly or partially within the boundaries of the district; and

(b) To redeem or purchase any tax sales certificates issued or sold on account of any state, county, district, municipal, or other taxes or assessments upon lands located wholly or partially within the boundaries of the district.

(2) Delinquent taxes paid, or tax sales certificates redeemed or purchased, by the district, together with all penalties for the default in payment of the same and all costs in collecting the same and a reasonable attorney's fee, shall constitute a lien in favor of the district of equal dignity with the liens of state and county taxes and other taxes of equal dignity with state and county taxes upon all the real property against which the taxes were levied. The lien of the district may be foreclosed in the manner provided in this act.

(3) In any sale of land pursuant to s. 197.542 and amendments thereto, the district may certify to the clerk of the circuit court of the county holding such sale the amount of taxes due to the district upon the lands sought to be sold; and the district shall share in the disbursement of the sales proceeds in accordance with the provisions of this act and under the laws of the state.

History.—s. 2, ch. 80-407; s. 203, ch. 85-342.

190.026 Foreclosure of liens.—Any lien in favor of the district arising under this act may be foreclosed by the district by foreclosure proceedings in the name of the district in a court of competent jurisdiction as provided by general law in like manner as is provided in chapter 170 or chapter 173 and amendments thereto; the provisions of those chapters shall be applicable to such proceedings with the same force and effect as if those provisions were expressly set forth in this act. Any act required or authorized to be done by or on behalf of a municipality in foreclosure proceedings under chapter 170 or chapter 173 may be performed by such officer or agent of the district as the board of supervisors may designate. Such foreclosure proceedings may be brought at any time after the expiration of 1 year from the date any tax, or installment thereof, becomes delinquent; however no lien shall be foreclosed against any political subdivision or agency of the state. Other legal remedies shall remain available.

History.—s. 2, ch. 80-407; s. 11, ch. 2007-160.

190.031 Mandatory use of certain district facilities and services.—To the full extent permitted by law, the district shall require all lands, buildings, premises, persons, firms, and corporations within the district to use the water management and control facilities and water and sewer facilities of the district.

History.—s. 2, ch. 80-407.

190.033 Bids required.—

(1) No contract shall be let by the board for any goods, supplies, or materials to be purchased when the amount thereof to be paid by the district shall exceed the amount provided in s. 287.017 for category four, unless notice of bids

or other competitive solicitation, including requests for proposals or qualifications, is advertised once in a newspaper in general circulation in the county and in the district. Any board seeking to construct or improve a public building, structure, or other public works shall comply with the bidding procedures of s. 255.20 and other applicable general law. In each case, the bid of the lowest responsive and responsible bidder shall be accepted unless all bids are rejected because the bids are too high, or the board determines it is in the best interests of the district to reject all bids. In each case in which requests for proposals, qualifications, or other competitive solicitations are used, the district shall determine which response is most advantageous for the district and award the contract to that proposer. The board may require the bidders or proposers to furnish bond with a responsible surety to be approved by the board. If the district does not receive a response to its competitive solicitation, the district may proceed to purchase such goods, supplies, materials, or construction services in the manner it deems in the best interests of the district. Nothing in this section shall prevent the board from undertaking and performing the construction, operation, and maintenance of any project or facility authorized by this act by the employment of labor, material, and machinery.

(2) The provisions of the Consultants' Competitive Negotiation Act, s. 287.055, apply to contracts for engineering, architecture, landscape architecture, or registered surveying and mapping services let by the board.

(3) Contracts for maintenance services for any district facility or project shall be subject to competitive solicitation requirements when the amount thereof to be paid by the district exceeds the amount provided in s. 287.017 for category four. The district shall adopt rules, policies, or procedures establishing competitive solicitation procedures for maintenance services. Contracts for other services shall not be subject to competitive solicitation unless the district adopts a rule, policy, or procedure applying competitive solicitation procedures to said contracts.

History.—s. 2, ch. 80-407; s. 9, ch. 91-308; s. 113, ch. 94-119; s. 42, ch. 99-378; s. 12, ch. 2007-160.

190.035 Fees, rentals, and charges; procedure for adoption and modifications; minimum revenue requirements.—

(1) The district is authorized to prescribe, fix, establish, and collect rates, fees, rentals, or other charges, hereinafter sometimes referred to as “revenues,” and to revise the same from time to time, for the facilities and services furnished by the district, within the limits of the district, including, but not limited to, recreational facilities, water management and control facilities, and water and sewer systems; to recover the costs of making connection with any district facility or system; and to provide for reasonable penalties against any user or property for any such rates, fees, rentals, or other charges that are delinquent.

(2) No such rates, fees, rentals, or other charges for any of the facilities or services of the district shall be fixed until after a public hearing at which all the users of the proposed facility or services or owners, tenants, or occupants served or to be served thereby and all other interested persons shall have an opportunity to be heard concerning the proposed rates, fees, rentals, or other charges. Rates, fees, rentals, and other charges shall be adopted under the administrative rulemaking authority of the district, but shall not apply to district leases. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees, rentals, and other charges shall have been published in a newspaper in the county and of general circulation in the district at least once and at least 10 days prior to such public hearing. The rulemaking hearing may be adjourned from time to time. After such hearing, such schedule or schedules, either as initially proposed or as modified or amended, may be finally adopted. A copy of the schedule or schedules of such rates, fees, rentals, or charges as finally adopted shall be kept on file in an office designated by the board and shall be open at all reasonable times to public inspection. The rates, fees, rentals, or charges so fixed for any class of users or property served shall be extended to cover any additional users or properties thereafter served which shall fall in the same class, without the necessity of any notice or hearing.

(3) Such rates, fees, rentals, and charges shall be just and equitable and uniform for users of the same class, and when appropriate may be based or computed either upon the amount of service furnished, upon the number of average number of persons residing or working in or otherwise occupying the premises served, or upon any other factor affecting the use of the facilities furnished, or upon any combination of the foregoing factors, as may be determined by the board on an equitable basis.

(4) The rates, fees, rentals, or other charges prescribed shall be such as will produce revenues, together with any other assessments, taxes, revenues, or funds available or pledged for such purpose, at least sufficient to provide for the items hereinafter listed, but not necessarily in the order stated:

- (a) To provide for all expenses of operation and maintenance of such facility or service;
 - (b) To pay when due all bonds and interest thereon for the payment of which such revenues are, or shall have been, pledged or encumbered, including reserves for such purpose; and
 - (c) To provide for any other funds which may be required under the resolution or resolutions authorizing the issuance of bonds pursuant to this act.
- (5) The board shall have the power to enter into contracts for the use of the projects of the district and with respect to the services and facilities furnished or to be furnished by the district.

History.—s. 2, ch. 80-407; s. 10, ch. 91-308.

190.036 Recovery of delinquent charges.—In the event that any rates, fees, rentals, charges, or delinquent penalties shall not be paid as and when due and shall be in default for 60 days or more, the unpaid balance thereof and all interest accrued thereon, together with reasonable attorney's fees and costs, may be recovered by the district in a civil action.

History.—s. 2, ch. 80-407.

190.037 Discontinuance of service.—In the event the fees, rentals, or other charges for water and sewer services, or either of them, are not paid when due, the board shall have the power, under such reasonable rules and regulations as the board may adopt, to discontinue and shut off both water and sewer services until such fees, rentals, or other charges, including interest, penalties, and charges for the shutting off and discontinuance and the restoration of such water and sewer services or both, are fully paid; and, for such purposes, the board may enter on any lands, waters, or premises of any person, firm, corporation, or body, public or private, within the district limits. Such delinquent fees, rentals, or other charges, together with interest, penalties, and charges for the shutting off and discontinuance and the restoration of such services and facilities and reasonable attorney's fees and other expenses, may be recovered by the district, which may also enforce payment of such delinquent fees, rentals, or other charges by any other lawful method of enforcement.

History.—s. 2, ch. 80-407; s. 82, ch. 81-259.

190.041 Enforcement and penalties.—The board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of this act, including injunctive relief to enjoin or restrain any person violating the provisions of this act or any bylaws, resolutions, regulations, rules, codes, or orders adopted under this act. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, land, or water is used, in violation of this act or of any code, order, resolution, or other regulation made under authority conferred by this act or under law, the board or any citizen residing in the district may institute any appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; to restrain, correct, or avoid such violation; to prevent the occupancy of such building, structure, land, or water; and to prevent any illegal act, conduct, business, or use in or about such premises, land, or water.

History.—s. 2, ch. 80-407; s. 83, ch. 81-259.

190.043 Suits against the district.—Any suit or action brought or maintained against the district for damages arising out of tort, including, without limitation, any claim arising upon account of an act causing an injury or loss of property, personal injury, or death, shall be subject to the limitations provided in s. 768.28.

History.—s. 2, ch. 80-407.

190.044 Exemption of district property from execution.—All district property shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against such property, nor shall any judgment against the district be a charge or lien on its property or revenues; however, nothing contained herein shall apply to or limit the rights of bondholders to pursue any remedy for the enforcement of any lien or pledge given by the district in connection with any of the bonds or obligations of the district.

History.—s. 2, ch. 80-407.

190.046 Termination, contraction, or expansion of district.—

(1) A landowner or the board may petition to contract or expand the boundaries of a community development district in the following manner:

(a) The petition shall contain the same information required by s. 190.005(1)(a)1. and 8. In addition, if the petitioner seeks to expand the district, the petition shall describe the proposed timetable for construction of any district services to the area, the estimated cost of constructing the proposed services, and the designation of the future general distribution, location, and extent of public and private uses of land proposed for the area by the future land use plan element of the adopted local government local comprehensive plan. If the petitioner seeks to contract the district, the petition shall describe what services and facilities are currently provided by the district to the area being removed, and the designation of the future general distribution, location, and extent of public and private uses of land proposed for the area by the future land element of the adopted local government comprehensive plan.

(b) For those districts initially established by county ordinance, the petition for ordinance amendment shall be filed with the county commission. If the land to be included or excluded is, in whole or in part, within the boundaries of a municipality, then the county commission shall not amend the ordinance without municipal approval. A public hearing shall be held in the same manner and with the same public notice as other ordinance amendments. The county commission shall consider the record of the public hearing and the factors set forth in s. 190.005(1)(e) in making its determination to grant or deny the petition for ordinance amendment.

(c) For those districts initially established by municipal ordinance pursuant to s. 190.005(2)(e), the municipality shall assume the duties of the county commission set forth in paragraph (b); however, if any of the land to be included or excluded, in whole or in part, is outside the boundaries of the municipality, then the municipality shall not amend its ordinance without county commission approval.

(d)1. For those districts initially established by administrative rule pursuant to s. 190.005(1), the petition shall be filed with the Florida Land and Water Adjudicatory Commission.

2. Prior to filing the petition, the petitioner shall pay a filing fee of \$1,500, to the county if the district or the land to be added or deleted from the district is located within an unincorporated area or to the municipality if the district or the land to be added or deleted is located within an incorporated area, and to each municipality the boundaries of which are contiguous with or contain all or a portion of the land within or to be added to or deleted from the external boundaries of the district. The petitioner shall submit a copy of the petition to the same entities entitled to receive the filing fee. In addition, if the district is not the petitioner, the petitioner shall file the petition with the district board of supervisors.

3. Each county and each municipality shall have the option of holding a public hearing as provided by s. 190.005(1)(c). However, the public hearing shall be limited to consideration of the contents of the petition and whether the petition for amendment should be supported by the county or municipality.

4. The district board of supervisors shall, in lieu of a hearing officer, hold the local public hearing provided for by s. 190.005(1)(d). This local public hearing shall be noticed in the same manner as provided in s. 190.005(1)(d). Within 45 days of the conclusion of the hearing, the district board of supervisors shall transmit to the Florida Land and Water Adjudicatory Commission the full record of the local hearing, the transcript of the hearing, any resolutions adopted by the local general-purpose governments, and its recommendation whether to grant the petition for amendment. The commission shall then proceed in accordance with s. 190.005(1)(e).

5. A rule amending a district boundary shall describe the land to be added or deleted.

(e)1. During the existence of a district initially established by administrative rule, the process to amend the boundaries of the district pursuant to paragraphs (a)-(d) shall not permit a cumulative net total greater than 50 percent of the land in the initial district, and in no event greater than 1,000 acres on a cumulative net basis.

2. During the existence of a district initially established by county or municipal ordinance, the process to amend the boundaries of the district pursuant to paragraphs (a)-(d) shall not permit a cumulative net total greater than 50 percent of the land in the initial district, and in no event greater than 1,000 acres on a cumulative net basis.

(f) Petitions to amend the boundaries of the district that exceed the amount of land specified in paragraph (e) shall be processed in accordance with s. 190.005, and the petition shall include only the elements set forth in s. 190.005(1)(a)1. and 5.-8. and the consent required by paragraph (g). However, the resulting administrative rule or ordinance may

only amend the boundaries of the district and may not establish a new district or cause a new 6-year or 10-year period to begin pursuant to s. 190.006(3)(a)2. The filing fee for such petitions shall be as set forth in s. 190.005(1)(b), as applicable.

(g) In all cases of a petition to amend the boundaries of a district, the filing of the petition by the district board of supervisors constitutes consent of the landowners within the district. In all cases, written consent of those landowners whose land is to be added to or deleted from the district as provided in s. 190.005(1)(a)2. is required.

(h) For a petition to establish a new community development district of less than 2,500 acres on land located solely in one county or one municipality, sufficiently contiguous lands located within the county or municipality which the petitioner anticipates adding to the boundaries of the district within 10 years after the effective date of the ordinance establishing the district may also be identified. If such sufficiently contiguous land is identified, the petition must include a legal description of each additional parcel within the sufficiently contiguous land, the current owner of the parcel, the acreage of the parcel, and the current land use designation of the parcel. At least 14 days before the hearing required under s. 190.005(2)(b), the petitioner must give the current owner of each such parcel notice of filing the petition to establish the district, the date and time of the public hearing on the petition, and the name and address of the petitioner. A parcel may not be included in the district without the written consent of the owner of the parcel.

1. After establishment of the district, a person may petition the county or municipality to amend the boundaries of the district to include a previously identified parcel that was a proposed addition to the district before its establishment. A filing fee may not be charged for this petition. Each such petition must include:

- a. A legal description by metes and bounds of the parcel to be added;
- b. A new legal description by metes and bounds of the district;
- c. Written consent of all owners of the parcel to be added;
- d. A map of the district including the parcel to be added;
- e. A description of the development proposed on the additional parcel; and
- f. A copy of the original petition identifying the parcel to be added.

2. Before filing with the county or municipality, the person must provide the petition to the district and to the owner of the proposed additional parcel, if the owner is not the petitioner.

3. Once the petition is determined sufficient and complete, the county or municipality must process the addition of the parcel to the district as an amendment to the ordinance that establishes the district. The county or municipality may process all petitions to amend the ordinance for parcels identified in the original petition, even if, by adding such parcels, the district exceeds 2,500 acres.

4. The petitioner shall cause to be published in a newspaper qualified to publish legal notices in the proposed district a notice of the intent to amend the ordinance that establishes the district. The notice must be in addition to any notice required for adoption of the ordinance amendment. Such notice must be published as provided in chapter 50 at least 10 days before the scheduled hearing on the ordinance amendment. The notice must include a general description of the land to be added to the district and the date and time of the scheduled hearing to amend the ordinance. The petitioner shall deliver, including by mail or hand delivery, the notice of the hearing on the ordinance amendment to the owner of the parcel and to the district at least 14 days before the scheduled hearing.

5. The amendment of a district by the addition of a parcel pursuant to this paragraph does not alter the transition from landowner voting to qualified elector voting pursuant to s. 190.006, even if the total size of the district after the addition of the parcel exceeds 5,000 acres. Upon adoption of the ordinance expanding the district, the petitioner must cause to be recorded a notice of boundary amendment which reflects the new boundaries of the district.

6. This paragraph is intended to facilitate the orderly addition of lands to a district under certain circumstances and does not preclude the addition of lands to any district using the procedures in the other provisions of this section.

(2) The district shall remain in existence unless:

- (a) The district is merged with another district as provided in subsection (3) or subsection (4);
- (b) All of the specific community development systems, facilities, and services that it is authorized to perform have been transferred to a general-purpose unit of local government in the manner provided in subsections (5), (6), and (7); or

(c) The district is dissolved as provided in subsection (8), subsection (9), or subsection (10).

(3) The district may merge with other community development districts upon filing a petition for merger, which petition shall include the elements set forth in s. 190.005(1) and which shall be evaluated using the criteria set forth in s. 190.005(1)(e). The filing fee shall be as set forth in s. 190.005(1)(b). In addition, the petition shall state whether a new district is to be established or whether one district shall be the surviving district. A community development district may also merge with another type of special district created by special act pursuant to the terms of that special act or by filing a petition for establishment of a new district pursuant to s. 190.005. The government formed by a merger involving a community development district pursuant to this section shall assume all indebtedness of, and receive title to, all property owned by the preexisting special districts, and the rights of creditors and liens upon property are not impaired by such merger. Any claim existing or action or proceeding pending by or against any district that is a party to the merger may be continued as if the merger had not occurred, or the surviving district may be substituted in the proceeding for the district that ceased to exist. Prior to filing a petition, the districts desiring to merge shall enter into a merger agreement and shall provide for the proper allocation of the indebtedness so assumed and the manner in which such debt shall be retired. The approval of the merger agreement and the petition by the board of supervisors of the district shall constitute consent of the landowners within the district. A community development district merging with another type of district may also enter into a merger agreement to address issues of transition, including the allocation of indebtedness and retirement of debt.

(4)(a) To achieve economies of scale, reduce costs to affected district residents and businesses in areas with multiple existing districts, and encourage the merger of multiple districts, up to five districts that were established by the same local general-purpose government and whose board memberships are composed entirely of qualified electors may merge into one surviving district through adoption of an ordinance by the local general-purpose government, notwithstanding the acreage limitations otherwise set forth for the establishment of a district in this chapter. The filing of a petition by the majority of the members of each district board of supervisors seeking to merge constitutes consent of the landowners within each applicable district.

(b) In addition to meeting the requirements of subsection (3), a merger agreement entered into between the district boards subject to this subsection must also:

1. Require the surviving merged district board to consist of five elected board members.
2. Require each at-large board seat to represent the entire geographic area of the surviving merged district.
3. Ensure that each district to be merged is entitled to elect at least one board member from its former boundary.
4. Ensure a fair allocation of board membership to represent the districts being merged. To that end:
 - a. If two districts merge, two board members shall be elected from each of the districts and one member shall be elected at-large.
 - b. If three districts merge, one board member shall be elected from each of the three districts and two board members shall be elected at-large.
 - c. If four districts merge, one board member shall be elected from each of the four districts and one board member shall be elected at-large.
 - d. If five districts merge, one board member shall be elected from each of the five districts.
5. Require the election of board members for the surviving merged district to be held at the next general election following the merger, at which time all terms of preexisting board members shall end and the merger shall be legally in effect.

(c) Before filing the merger petition with the local general-purpose government under this subsection, each district proposing to merge must hold a public hearing within its district to provide information about and take public comment on the proposed merger, merger agreement, and assignment of board seats. Notice of the hearing shall be published at least 14 days before the hearing. If, after the public hearing, a district board decides that it no longer wants to merge and cancels the proposed merger agreement, the remaining districts must each hold another public hearing on the revised merger agreement. A petition to merge may not be filed for at least 30 days after the last public hearing held by the districts proposing to merge.

(5) The local general-purpose government within the geographical boundaries of which the district lies may adopt a nonemergency ordinance providing for a plan for the transfer of a specific community development service from a district to the local general-purpose government. The plan must provide for the assumption and guarantee of the

district debt that is related to the service by the local general-purpose government and must demonstrate the ability of the local general-purpose government to provide such service:

- (a) As efficiently as the district.
 - (b) At a level of quality equal to or higher than the level of quality actually delivered by the district to the users of the service.
 - (c) At a charge equal to or lower than the actual charge by the district to the users of the service.
- (6) No later than 30 days following the adoption of a transfer plan ordinance, the board of supervisors may file, in the circuit court for the county in which the local general-purpose government that adopted the ordinance is located, a petition seeking review by certiorari of the factual and legal basis for the adoption of the transfer plan ordinance.
- (7) Upon the transfer of all of the community development services of the district to a general-purpose unit of local government, the district shall be terminated in accordance with a plan of termination which shall be adopted by the board of supervisors and filed with the clerk of the circuit court.
- (8) If, within 5 years after the effective date of the rule or ordinance establishing the district, a landowner has not received a development permit, as defined in chapter 380, on some part or all of the area covered by the district, then the district will be automatically dissolved and a judge of the circuit court shall cause a statement to that effect to be filed in the public records.
- (9) In the event the district has become inactive pursuant to s. 189.062, the respective board of county commissioners or city commission shall be informed and it shall take appropriate action.
- (10) If a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district or, if the district was established by rule of the Florida Land and Water Adjudicatory Commission, the district may be dissolved by repeal of such rule of the commission.

History.—s. 2, ch. 80-407; ss. 13, 19, ch. 84-360; s. 49, ch. 89-169; s. 11, ch. 91-308; s. 43, ch. 99-378; s. 34, ch. 2004-345; s. 31, ch. 2004-353; s. 10, ch. 2009-142; s. 22, ch. 2013-15; s. 70, ch. 2014-22; s. 3, ch. 2016-94; s. 4, ch. 2017-3; s. 1, ch. 2019-164; s. 18, ch. 2021-17.

190.048 Sale of real estate within a district; required disclosure to purchaser.—Subsequent to the establishment of a district under this chapter, each contract for the initial sale of a parcel of real property and each contract for the initial sale of a residential unit within the district shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract: “**THE (Name of District) COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**”

History.—s. 15, ch. 84-360; s. 3, ch. 90-46; s. 44, ch. 99-378.

190.0485 Notice of establishment.—Within 30 days after the effective date of a rule or ordinance establishing a community development district under this act, the district shall cause to be recorded in the property records in the county in which it is located a “Notice of Establishment of the Community Development District.” The notice shall, at a minimum, include the legal description of the district and a copy of the disclosure statement specified in s. 190.048.

History.—s. 45, ch. 99-378.

190.049 Special acts prohibited.—Pursuant to s. 11(a)(21), Art. III of the State Constitution, there shall be no special law or general law of local application creating an independent special district which has the powers enumerated in two or more of the paragraphs contained in s. 190.012, unless such district is created pursuant to the provisions of s. 189.031.

History.—s. 2, ch. 80-407; s. 16, ch. 84-360; s. 47, ch. 99-378; s. 71, ch. 2014-22.

SECTION C

SECTION 1

RESOLUTION 2026-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN
CENTRAL COMMUNITY DEVELOPMENT DISTRICT ELECTING THE
OFFICERS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT
DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

SECTION 2

RESOLUTION 2026-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN
CENTRAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A
TREASURER AND ASSISTANT TREASURERS OF THE DISTRICT AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint a Treasurer; and

WHEREAS, the Board of Supervisors of the District desires to appoint Assistant Treasurers.

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

SECTION 1. _____ is appointed Treasurer.

SECTION 2. _____ is appointed Assistant Treasurer.

SECTION 3. _____ is appointed Assistant Treasurer.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

SECTION III

SECTION A

AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

This Agreement for District Management Services (“**Agreement**”) is entered into as of March 27th, 2026 (“**Execution Date**”) and shall be effective as of 12:01 a.m. on March 27th, 2026 (“**Effective Date**”), by and between:

DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Orange County, Florida whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801 (“**District**”); and

GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL FLORIDA LLC, a Florida limited liability company, with a mailing address of 219 E. Livingston Street, Orlando, Florida 32801 (“**Manager**” or “**GMS-CF**,” together with District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance adopted in Orange County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to enter into an agreement with Manager to provide district management services all as further set forth in **Exhibit A** attached hereto (“**Services**” or “**District Management Services**”) and Manager has agreed to provide such Services; and

WHEREAS, the District and Manager warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. SCOPE OF SERVICES. Manager agrees to provide the Services as set forth in **Exhibit A**, attached hereto and incorporated by reference herein.

SECTION 3. FEES AND TERMS OF SERVICES; TERM.

A. All Services will be completed on a timely basis in accordance with the District needs and statutory requirements.

B. The District agrees to compensate the Manager in accordance with the Schedule of Fees set forth in **Exhibit B**, attached hereto and incorporated by reference herein. Payment shall be made in equal monthly installments at the beginning of each month and may be amended annually as evidenced by the annual budget (“**Annual Budget**”) approved by the Board of Supervisors of the District (“**Board**”). All invoices are due and payable when received.

C. The initial term of this Agreement commences on the Effective Date, and continues until September 30, 2026, unless terminated earlier by either Party in accordance with the provisions of this Agreement. Thereafter this Agreement shall automatically renew each Fiscal Year (i.e., October 1 to September 30th of the following year) of the District, unless otherwise terminated by either Party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Annual Budget.

SECTION 4. INDEMNIFICATION.

A. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Manager or Manager’s breach of this Agreement, the District agrees to indemnify, defend, and hold harmless the Manager and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney’s fees, that Manager may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Manager may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

B. The Manager agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney’s fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the Manager’s failure to perform under this Agreement or at law, or the negligent, reckless, or intentionally wrongful acts or omissions of the Manager. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Manager has ceased to be engaged under this Agreement.

SECTION 5. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing herein shall be construed to waive or limit the District’s sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Nothing in this 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.

SECTION 6. TERMINATION.

A. This Agreement may be terminated as follows: (1) By the District for “good cause,” which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or (2) By the Manager or District, for any reason, upon 60 days written notice.

B. Upon any termination of this Agreement: (1) the Manager shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Manager; and (2) the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

SECTION 7. SUCCESSORS; ASSIGNMENT. The rights and obligations of the District as defined by this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. Neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 8. NOTICES. All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt to the Parties as follows:

A. If to District: Dowden Central Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager, Jason Showe
JShowe@gmscfl.com

With a copy to: KILINKSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel, Jennifer Kilinski
Jennifer@CDDLawyers.com

B. If to Manager: Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager, Jason Showe
JShowe@gmscfl.com

With copies to: Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: President, Darrin Mossing
DMossing@gmstnn.com

Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Chief Operating Officer, Keith Nelson
KNelson@gmscfl.com

Governmental Management Services-Central Florida LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Senior Vice President, George Flint
GFlint@GMSFCFL.COM

Governmental Management Services-Central Florida LLC
699 North Federal Highway, Suite 300
Fort Lauderdale, FL 33304
Attn: Kurt Zimmerman, Registered Agent
kurt@zimmermanlaw.com

SECTION 9. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Orange County, Florida.

SECTION 10. E-VERIFY REQUIREMENTS. The Manager, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Manager further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, *Florida Statutes*, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The Manager agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The Manager shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the District has a good faith belief that the Manager is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. The Manager shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Manager shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the District has a good faith belief that a subcontractor of the Manager performing work under this Agreement is in violation of Section 448.09(1), *Florida Statutes*, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District promptly notify the Manager and order the Manager to immediately terminate its subcontract with the subcontractor. The Manager shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Manager's failure to comply with the E-Verify requirements referenced in this subsection.

SECTION 11. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

SECTION 12. AMENDMENTS. Any amendment or change to this Agreement shall be in writing and executed by all Parties.

SECTION 13. MUNICIPAL ADVISOR STATEMENT. The District acknowledges that the Manager is not a Municipal Advisor or Securities Broker, nor is the Manager registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the District acknowledges that the Manager does not provide the District with financial advisory services or offer investment advice. For the avoidance of doubt, the Manager will not recommend or implement investment policies or manage investment of surplus funds; however, the Manager may place investment-related matters on the agenda and present information for the Board's consideration and direction, with all investment decisions to be made solely by the Board, its municipal advisor, trustee, or other authorized professionals.

SECTION 14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement..

SECTION 15. INSURANCE. The Manager shall, at its own expense, maintain insurance during the performance of the Services with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable) *	\$1,000,000
<i>Bodily Injury and Property Damage</i>	
<i>Covering owned, non-owned, and hired</i>	
<i>vehicles</i>	

**Automobile liability insurance is required if the Manager will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District, its staff, consultants, and supervisors shall be named as additional insured, on a primary non-contributory basis, on each insurance policy described above. The Manager shall

furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

SECTION 16. COMPLIANCE WITH PUBLIC RECORDS LAWS. Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Manager acknowledges that the designated public records custodian for the District is **Jason Showe** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Manager’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 344-4844, INFO@GMSCFL.COM WITH A COPY TO JSHOWE@GMSCFL.COM, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 20. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 21. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. If applicable, the Manager agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 22. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Manager acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Manager acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Manager acknowledges that the District may terminate this Agreement if the Manager is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Manager certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Manager shall immediately notify the District. By entering into this Agreement, Manager agrees that any renewal or extension of this Agreement shall be deemed a recertification of such status.

SECTION 23. ANTI-HUMAN TRAFFICKING REQUIREMENTS. Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in section 787.06, *Florida Statutes*. Manager agrees to execute an affidavit, attached hereto as **Exhibit D** and incorporated herein, in compliance with section 787.06(13), *Florida Statutes*.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Attest:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary
Board Of Supervisors

By: _____

Print: _____

Its: _____

Print Name

Chairperson/Vice Chairperson,
Board of Supervisors

**GOVERNMENTAL MANAGEMENT
SERVICES-CENTRAL FLORIDA, LLC**

Witness

By: _____

Print: _____

Print Name of Witness

Its: _____

- Exhibit A:** Scope of Services
- Exhibit B:** Schedule of Fees
- Exhibit C:** Certificate of Insurance
- Exhibit D:** Anti-Human Trafficking Affidavit

EXHIBIT A
SCOPE OF SERVICES

**GENERAL MANAGEMENT, ADMINISTRATIVE, AND ACCOUNTING
SERVICES**

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities include, but are not limited to the following:

Meetings, Hearings, Workshops, Etc.

- The Manager will organize, conduct, and provide minutes for all meetings of the District. This includes, but is not limited to, scheduling meetings, providing agenda packages and meeting materials in the form requested by the District Board of Supervisors, and publishing Board meeting, public hearing notices, and landowner election notices pursuant to Florida law.
- The Manager will consult with the District Board of Supervisors and its designated representatives, and when necessary, organize such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration and accomplishment of the various projects and services provided by the District.

Records

- The Manager will maintain “Record of Proceedings” for the District within the boundaries of the local government in which the District is located and include meeting minutes, agreements, resolutions and other records required by law or contract and provide access to such records as necessary for proper District function or compliance with Florida’s public records laws.
- The Manager will serve as the Custodian of Public Records for the District and fulfill the duties imposed upon the District by Florida Statutes, Chapter 119.

District Operations

- The Manager will act as the primary point of contact for District-related matters.
- The Manager will consult with and advise the District on matters related to the operation and maintenance of the District’s public infrastructure.
- The Manager will make recommendations and assist in matters relating to solicitation, approval, rejection, amendment, renewal, and cancellation of contracts for services to the District. In advance of expiration of contracts, the Manager will advise the Board as to need for renewal or additional procurement activities and implement same.

- The Manager will recommend and advise the Board, in consultation with the District Engineer of the appropriate amount and type of insurance and be responsible for procuring all necessary insurance.
- The Manager will ensure compliance with all statutes affecting the District by performing the following tasks (and such other tasks required by law but not specifically identified herein):
 - File name and location of the Registered Agent and Office location annually with Department of Community Affairs and the County.
 - Provide legal description and boundary map as provided by District Engineer to the Supervisor of Elections
 - Provide the regular meeting schedule of the Board to County.
 - File all required financial reports to the Department of Revenue, Auditor General, the County, and other governmental agencies with jurisdiction in compliance with Florida law.
 - File request letter to the Supervisor of Election of the County for number of registered voters as of April 15, each year. Report annually the number of registered voters in the District by June 1, of each year.
 - Transmit Public Facilities Report and related updates to appropriate agencies.
 - Prepare and file annual public depositor report.

Accounting and Reporting

- The Manager will implement an integrated management reporting system compliant with Generally Accepted Accounting Principles (GAAP) for government and fund accounting which will allow the District to represent fairly and with full disclosure the financial position of the District. The District's accounting activities will be overseen by a degreed accountant.
- The Manager will prepare reports as appropriate under applicable law, accounting standards, and bond trust indenture requirements. The Manager will track the District's general fund and bond fund activities and provide monthly and annual financial statements (including budget to actual summary).
- The Manager will administer the processing, review and approval, and timely payment of all invoices and purchase orders.
- The Manager will oversee District's capital and general fund accounts.

Audits

- The Manager will provide audit support to auditors for the required Annual Audit, and will ensure completion and submission of audit and Annual Financial Statements to the County, Auditor General, and other appropriate government entities in compliance with Florida law.

Budgeting

- The Manager will prepare and provide for a proposed budget for Board approval and submission to County in compliance with state law. The Manager will prepare final budget and backup material for and present the budget at all budget meetings, hearings and workshops. The Manager will ensure that all budget meetings, hearings, and workshops are properly noticed.
- The Manager will administer the adopted budget and prepare budget amendments on an ongoing basis as necessary.

Capital Program Administration

- The Manager will maintain proper capital fund and project fund accounting procedures and records.
- The Manager will coordinate with District staff to provide for appropriate bid and or proposal/qualification processes for Capital Project Construction.
- The Manager will oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

Field Operations Management

- Upon direction by the District's Board of Supervisors and upon mutual agreement of the parties hereto, the Field Operations Manager will provide Maintenance Contract Administration for District in general accordance with the fees outlined in Exhibit A.
- Create and maintain a fluid monthly report or action item list and present this report at all regularly scheduled Board of Supervisors Meetings.
- Engage and supervise all persons, as needed, necessary to properly maintain and operate the Property; this includes and is not limited to hired service vendors, maintenance staff, contracted vendors, and their subs.
- Purchase tools, equipment, supplies, and materials, ensuring, without qualification or exception, that the District is receiving the benefit and economies of competitive market prices.
- Solicit bids for services and materials and supplies to the District.
- Solicit, analyze, and negotiate informal contracts on behalf of the District, for services reasonably necessary with respect to the operation, maintenance, upkeep, repair, replacement, and preservation of the Property; all of which Service Contracts shall be

subject to prior approval of and be executed by an officer of the District designated by the Board.

- **Contract Management:** Oversee and manage District field contracts for Landscape Maintenance, Aquatic Maintenance, and other service vendors by meeting with, and coordinating with vendors as needed to ensure contractual standards are being satisfied. Deficiency reports will be created when it is prudent to do so to enhance performance.
- **Facility Management:** Perform routine inspections as needed and present areas of potential concern to the District as identified; site visits will be on average twice a month. This is to identify possible maintenance items and ensure contracted contractor supplemental work has been performed satisfactorily. Additionally, to proactively monitor the status of district assets.
- Correspond and communicate with the Board of Supervisors and District Staff to respond to the various needs of the District and Community.
- Provide regular reports to the Board regarding the status of pending and completed activities and operations affecting the District and the Property.

Field Maintenance Services

- At the direction of the Board of Supervisors, District Manager, and/or Field Operations Manager, facilitate and carry out maintenance requests for the Community.
- Include supporting details on the invoices for each maintenance repair assignment, as well as for the Monthly Field Operations Report.
- Perform regular general maintenance services as requested at normal rates. This can be done through a monthly allowance for more rapid and voluminous work or proposals can be provided for individual projects.

FINANCIAL SERVICES

Assessments & Revenue Collection

- The Manager will develop and administer the annual assessment roll for the District. This includes administering the tax roll for the District for assessments collected by the County and administering assessments for Off Tax Roll parcels/lots.
- The Manager will provide payoff information and pre-payment amounts as requested by property owners, and collect prepayment of assessments as necessary.
- The Manager will monitor development of the District and perform Assessment True-up Analysis when appropriate.

- The Manager will issue estoppel letters as needed for property transfers.
- The Manager will maintain the District's Lien Book, in which is recorded the details of any District debt and the related debt service assessments. The Lien Book will account for all District debt and show the allocation of debt principal to assessed properties within the District.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

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EXHIBIT B
SCHEDULE OF FEES

STANDARD ON-GOING SERVICES (“SERVICES”): These services will be provided on a recurring basis and are commonly referred to as the basic services necessary for the normal and routine functioning of the District Management Services.

1. DISTRICT MANAGEMENT SERVICES:

Services Description	Fiscal Year 2026 GMS Fees **
Management, Administrative, and Accounting Services - Annual Fee paid in equal monthly payments (plus reimbursables) - Our Agreement contemplates up to 12 meetings and 1 workshop annually	\$40,000
Annual Assessment Administration (Beginning with the first assessment to individual unit owners, direct assessment or utilizing tax collector) - One-time Annual Fee charged when the annual assessment is certified.	\$6,000
Information Technology Fees, Computer System Rental, & Annual Website Maintenance - Annual Fee paid in equal monthly payments (Does not include the cost of creation of an ADA-Compliant website, if applicable. No Overage fees due to the number of pages stored by GMS.)	\$3,000
Dissemination Agent Services: \$5,000 Annual Fee for 1st Bond Issuance \$2,500 for each additional series of Bonds)	\$5,000
Field Operations Management - Annual Fee paid in equal monthly payments. - At time of landscaping turnover - At opening of amenity facilities - The Field Operations Manager is an onsite part-time position. - Two on-site visits per month on average	\$15,000
Annual Fiscal Year 2026 GMS Fees (Prorated As Appropriate)	

2. OTHER FEES SCHEDULE:

Item	Cost
Agenda Package Hardcopy (if Applicable)	\$2.50 per regular Agenda Mtg.
Copy	\$0.15 / black and white page
Binders, Envelopes, Storage Boxes, and other Office Supplies	Actual Cost
USPS / FedEx / UPS / Conference Calls	Actual Cost
Offsite Physical Records Storage and Archival	\$50.00 / Month
Additional Services Available:	Cost
Other Services - New Bond Issuance Cost (per bond issue) - Debt Service Assessment Methodology Preparation - SERC Preparation & Assistance w/ Petition - Prepaid Estoppel Letter – One Lot - Prepaid Estoppel Letter – Multiple Lots - Prepaid Estoppel Letter – Partial Payoffs - Annual Construction Accounting Fee (while active)	\$17,500 \$20,000 \$3,500 \$100 \$250 \$299 \$2,500
Additional Services: All other requested items not specifically denoted in Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District.	To Be Negotiated
Standard Hourly Rates: - The Hourly rate for the District Manager is \$175/Hour. - The Hourly rate for the District Accountant is \$125/Hour. - The Hourly rate for the Field Supervisor is \$100/Hour. - The Hourly rate for the District Administrative Assistant is \$80/Hour.	As Defined

Item	Cost
Out-of-Pocket Reimbursable Expenses Reimbursable expenses to be itemized on invoicing each month.	At GMS Standard Rate or Costs
Facility Maintenance and Repair Services GMS has a comprehensive on-site and insured maintenance service for small to medium-sized projects which can be provided at the direction of the District Board of Supervisors and/or the District Manager	At GMS Standard Rate or Costs + Expenses
Public Records Requests: Public Records request will be charged to the person making the request at fees allowable by law. These amounts will be reimbursed to GMS-CF by the District at the same rate.	As Defined
** For Fiscal Year 2026, with dates effective October 1st, 2025, through September 30th, 2026.	
Miscellaneous fees are reviewed annually by GMS. An itemization of all miscellaneous fees and units consumed is included in the monthly invoice and presented to the Board of Supervisors for approval as part of the agenda packages. GMS strives to work with the District to minimize reimbursable expenses by utilizing electronic agendas and similar approaches. Any additional insurance requirements will be treated as reimbursable expenses and invoiced to the District annually.	

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EXHIBIT C CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 03/17/2026														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																
PRODUCER Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	CONTACT NAME: Holly Howe PHONE (A/C No. Ext): (904) 262-8080 FAX (A/C No.): (904) 262-1444 E-MAIL: holly@zelenrisk.com ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Northfield Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Bridgefield Casualty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Northfield Insurance Company		INSURER B: Bridgefield Casualty Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																
INSURED Governmental Management Services-Central Florida, LLC 1001 Bradford Way Kingston TN 37763-3146																
<table style="width: 100%;"> <tr> <td style="width: 33%;">COVERAGES</td> <td style="width: 33%;">CERTIFICATE NUMBER:</td> <td style="width: 33%;">REVISION NUMBER:</td> </tr> </table>			COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:											
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		WS676398	09/02/2025	09/02/2026	EACH OCCURRENCE \$ 2,000,000										
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000										
						MED EXP (Any one person) \$ 5,000										
						PERSONAL & ADV INJURY \$ 2,000,000										
						GENERAL AGGREGATE \$ 3,000,000										
						PRODUCTS - COMP/OP AGG \$ 3,000,000										
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$										
UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$										
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		0196-65580-000	01/01/2026	01/01/2027	☒ WC STATU- TORY LIMITS ☐ OTH- ER										
						E.L. EACH ACCIDENT \$ 1,000,000										
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000										
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																
Certificate holder, its officers, supervisors, agents, managers, engineers and staff are additional insureds with respect to the general liability when required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of the additional insureds when required by written contract.																
CERTIFICATE HOLDER Dowden Central CDD 219 E Livingston St Orlando, FL 32801				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Vicky M. Zelen</i>												

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ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2026

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

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

PRODUCER  Edie Williams State Farm 330 A1A N Suite 324 Ponte Vedra, FL 32082		CONTACT NAME: Stephanie Marciani PHONE (A/C, No, Ext): 904-425-4054 FAX (A/C, No): 904-425-4049 E-MAIL ADDRESS: Stephanie@EdieWilliams.com		
INSURED Governmental Management Services Central FL LLC 1001 Bradford Way Kingston, TN 37763		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : State Farm Mutual Automobile Insurance Company		25178
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			K20 4805-B15-59	02/15/2025	08/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Dowden Central Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff, and representatives are Additional Insured with regard to Auto Liability. The insurance is Primary and Non-Contributory with respects to claims arising out of the operation of the described vehicle. Waiver of Subrogation under the Liability Coverage and Property Damage Coverage.

If Liability Coverage or Property Damage Liability Coverage is changed or terminated as to the interest of the Additional Insured, we will provide the Additional Insured 30 days notice of such change or termination unless another number of days notice is shown on the Declarations Page.

CERTIFICATE HOLDER Dowden Central Community Development District 219 E. Livingston Street Orlando, FL 32081	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Stephanie Marciani</i>

ACORD 25 (2016/03)

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1001486 132849.12 03-16-2016

EXHIBIT D
ANTI-HUMAN TRAFFICKING AFFIDAVIT

Anti-Human Trafficking Affidavit

I, Kelly Adams, as Director of HR, on behalf of Governmental Management Services-Central Florida LLC. (the "Manager"), under penalty of perjury, hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: March 17, 2026.

FURTHER AFFIANT SAYETH NAUGHT.

Manager:

**GOVERNMENTAL MANAGEMENT SERVICES-
CENTRAL FLORIDA LLC.**

By: Kelly Adams

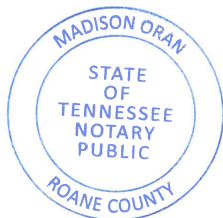
Name: Kelly Adams

Title: Director of HR

STATE OF TENNESSEE
COUNTY OF ROANE

SWORN TO AND SUBSCRIBED before me ☒ physical presence or ☐ remote notarization by Madison Oran, as HR Assistant, of Governmental Management Services-Central Florida LLC., who is personally known to me or who produced _____ as identification this 17 day of March, 2026.

(Notary Seal)



Madison Oran
Notary Public

SECTION 1

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; APPOINTING A METHODOLOGY CONSULTANT; DESIGNATING PUBLIC RECORDS CUSTODIAN AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, pursuant to Section 190.007(1), *Florida Statutes*, the Board of Supervisors of the District (the “Board”) desires to employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

WHEREAS, the Board has determined that the appointment of a Methodology Consultant is necessary, appropriate, and in the District’s best interests; and

WHEREAS, the Board desires to designate a Custodian of Public Records of the District, pursuant to Section 119.0701, *Fla. Stat.* and the Board has determined a Records Custodian is necessary and in the District’s best interest; and

WHEREAS, the Board desires to appoint a District Manager, Methodology Consultant, and Records Custodian and to provide compensation for their services.

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

SECTION 1. Governmental Management Services – Central Florida, LLC, is appointed as District Manager and Methodology Consultant and shall be compensated for their services pursuant to the agreement attached hereto as **Exhibit A**, which is hereby approved.

Section 2. Designation Of Public Records Custodian. The Board of Supervisors hereby designates Governmental Management Services – Central Florida, LLC, in its capacity as District Manager, as the custodian of public records of the District ("Public Records Custodian") for purposes of Chapter 119, Florida Statutes, and Section 119.0701, Florida Statutes. The Public Records Custodian shall be responsible for keeping and maintaining all public records of the District, responding to public records requests in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, and ensuring that public records are retained, produced, and disposed of in accordance with applicable Florida law. The Public Records Custodian may be contacted at 219 E. Livingston St., Orlando, FL 32801, by telephone at: 407-841-5524 X 105, or by email at recordrequest@gmscfl.com. This designation shall remain in effect for the duration of the District Manager's engagement and shall automatically terminate upon the appointment of a successor District Manager, at which time the Board shall designate the successor District Manager as Public Records Custodian unless otherwise determined by the Board.

SECTION 3. This authorization shall be continuing in nature until revoked by the District.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary
Board of Supervisors

Chairperson / Vice Chairperson,

Exhibit A: District Manager Fee Agreement

SECTION B



KILINSKI | VAN WYK
517 E. College Avenue, Tallahassee, FL 32301

**KILINSKI | VAN WYK PLLC
FEE AGREEMENT
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT**

I. PARTIES

THIS AGREEMENT (“Agreement”) is made and entered into by and between the following parties:

Dowden Central Community Development District (“Client”)
c/o Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

and

Kilinski | Van Wyk PLLC (“Kilinski | Van Wyk”)
517 E. College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kilinski | Van Wyk as its general legal counsel.
- B. Kilinski | Van Wyk accepts such employment and agrees to serve as attorney for and provide legal representation to the Client regarding those matters referenced above.

III. FEES

The Client agrees to compensate Kilinski | Van Wyk for services rendered regarding any matters covered by this Agreement according to the hourly billing rates for individual Kilinski | Van Wyk lawyers set forth herein, plus actual expenses incurred by Kilinski | Van Wyk in accordance with the attached standard Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Kilinski | Van Wyk proposes hourly rates of \$350-\$400 per hour for partners and of counsel lawyers, \$275-\$350 per hour for associates and senior associates and \$195-\$205 per hour for paralegals. Hourly rates may be increased by up to \$5 per hour each calendar year starting with the next calendar year. Kilinski | Van Wyk will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached standard Expense Reimbursement Policy.

The Client agrees to pay Kilinski | Van Wyk monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from Kilinski | Van Wyk. Kilinski | Van Wyk shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kilinski | Van Wyk to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kilinski | Van Wyk as part of the representation.

IV. CLIENT FILES

The files and work product materials ("Client File") of the Client generated or received by Kilinski | Van Wyk will be maintained by Kilinski | Van Wyk in accordance with Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kilinski | Van Wyk for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kilinski | Van Wyk may confidentially destroy or shred the Client File, unless Kilinski | Van Wyk is provided a written request from the Client requesting return of the Client File, to which Kilinski | Van Wyk will return the Client File at Client's expense.

V. DEFAULT

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts in and for Orange County, Florida.

VI. CONFLICTS

It is important to disclose that Kilinski | Van Wyk represents a number of special districts, builders, developers, property owners' associations and other entities throughout Florida relating to community development districts and other special districts. In the course of Kilinski | Van Wyk's representation of Client, Kilinski | Van Wyk may be asked to represent Client on transactions between Client and the developer and/or builders involved in the Client's project, when at the same time Kilinski | Van Wyk may be representing such developer and/or builders on matters unrelated to Client. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kilinski | Van Wyk will be able to provide competent and diligent representation of Client, regardless of Kilinski | Van Wyk's other representations; and, (3) there is not a substantial risk that Kilinski | Van Wyk's representation of Client would be materially limited by Kilinski | Van Wyk's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with Kilinski | Van Wyk's representation of various special districts, builders, developers, property owners' associations and other entities relating to community development districts and other special districts in Florida.

VII. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

VIII. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kilinski | Van Wyk and the Client. The contract formed between Kilinski | Van Wyk and the Client shall be the operational contract between the parties.

IX. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and agreed to by:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

KILINSKI | VAN WYK PLLC

By: _____
Its: _____
Date: _____

By: Jennifer Kilinski
Its: Authorized Member
Date: March 27, 2026

ATTACHMENT A:

KILINSKI | VAN WYK PLLC EXPENSE REIMBURSEMENT POLICY

The following is the expense reimbursement policy for the Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third-party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Travel. Travel (including airfare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used whenever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate. This policy shall supersede adopted travel policies.

Other Expenses. Other outside expenses, such as court reporters, agency copies, large print projects, etc., are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

SECTION 1

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT APPOINTING LEGAL COUNSEL FOR THE DISTRICT; AUTHORIZING COMPENSATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, pursuant to Section 190.011, *Florida Statutes*, the District’s Board of Supervisors (the “Board”) may contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint District Counsel and to provide compensation for their services.

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

SECTION 1. Kilinski | Van Wyk PLLC is appointed as District Counsel and shall be compensated for their services in such capacity in the manner prescribed in **Exhibit A**.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: Attorney Fee Agreement

Exhibit A: Attorney Fee Agreement

SECTION C

RESOLUTION 2026-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitted by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

SECTION 1. Governmental Management Services- Central Florida, LLC, is hereby designated as the Registered Agent for Dowden Central Community Development District.

SECTION 2. The District’s Registered Office shall be located at 219 E. Livingston Street, Orlando, Florida 32801.

SECTION 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this Resolution with Orange County and the Florida Department of Commerce.

SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary
Board of Supervisors

Chairperson / Vice Chairperson,

SECTION D

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE INTERIM DISTRICT ENGINEER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, pursuant to Section 190.011, *Florida Statutes*, the District’s Board of Supervisors (the “Board”) may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

WHEREAS, the Board desires to appoint an Interim District Engineer and to provide compensation for their services.

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

SECTION 1. Dewberry Engineers Inc., is appointed as Interim District Engineer and shall be compensated for services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit A**.

SECTION 2. This authorization shall be continuing in nature until the District has undergone the Request for Qualifications process and enters into a continuing services contract with the selected firm.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: Interim District Engineering Agreement

Exhibit A: Interim District Engineering Agreement

SECTION E

INTERIM DISTRICT ENGINEERING AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this 27th day of March 2026, by and between:

DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address c/o Governmental Management Services– Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District”); and

DEWBERRY ENGINEERS INC., a New York corporation, authorized to conduct business in Florida, with a principal address of 8401 Arlington Boulevard, Suite 1, Fairfax, Virginia 22031 (“Engineer”).

RECITALS

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

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, financing, constructing, acquiring, and/or maintaining certain infrastructure improvements and services within the District; and

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

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

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

- 1. RECITALS.** The Recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.
- 2. SCOPE OF SERVICES.**
 - a. Engineer will provide general engineering services, including the following, subject to work authorizations with hourly or not to exceed amounts pre-authorized by the Board of Supervisors in writing:
 - i. Preparation of any necessary reports and attendance at meetings of the Board.
 - ii. Providing professional engineering services, including, but not limited to, review and execution of documents under the District’s Trust Indentures and monitoring and contract administration associated with District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - iii. Any other items requested by the Board.

- b. Engineer shall, when authorized by the Board by written work authorization, provide general services related to construction of any District projects and shall provide such recommendations for such services as deemed appropriate in his or her professional experience, including, but not limited to:
 - i. Periodic visits to the site, part-time or full-time construction management of District projects, as may be recommended by Engineer and authorized by the District.
 - ii. Processing of contractor's pay estimates.
 - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, direct purchase orders, change orders, and acquisitions for review by the District Manager, District Counsel, and the Board.
 - iv. Final inspection and requested certificates for construction including the final certificate of construction.
 - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as the District's representative or "Engineer."
 - vi. Any other activity related to construction as authorized by the Board.
- c. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

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

- a. It has the experience and skill to perform the services required to be performed by this Agreement.
- b. It shall design to and comply with applicable federal, state, and local laws, and codes, including, without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

4. METHOD OF AUTHORIZATION. Each service or project shall be authorized in writing by the District. Engineer shall request such work authorizations in its professional capacity as Engineer when it is deemed desirable or necessary and the District is relying on Engineer to make such recommendations when Engineer deems professional engineering services appropriate for the facts and circumstances of any project. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized, in substantially the form attached hereto as **Exhibit A** ("Work Authorization"). Authorization of services or projects under the contract shall be at the sole option of the District but with advice and recommendations by Engineer.

5. COMPENSATION. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- a. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one year following the completion of the work contemplated by the lump sum Work Authorization.
- b. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit B** attached hereto. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

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

- a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over an authorized project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*.
- b. Expense of reproduction, postage, and handling of drawings and specifications.

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

8. SPECIAL SERVICES. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis with no markup.

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

10. OWNERSHIP OF DOCUMENTS.

- a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (“Work Product”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- b. Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer, in the District’s sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer’s services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed, or otherwise materialized, would be reasonably identifiable with the project. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.
- c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein, including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have, including, without limitation, the copyright, with respect to such work. Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

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

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

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

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

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

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

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

14. CONTINGENT FEE. Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

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

16. INDEMNIFICATION. To the fullest extent permitted by law, Engineer agrees to indemnify, defend, and hold the District and the District's officers, supervisors, professional staff, representatives, and

employees wholly harmless from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers, supervisors, professional staff, representatives, and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer in the course of any work done relating to this Agreement. Only to the extent a limitation on liability is required by Section 725.06, *Florida Statutes*, or other applicable law, liability under this Section will not exceed the sum of Three Million Dollars (\$3,000,000.00) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to this Agreement and was part of the project specifications or bid documents.

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

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

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

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

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT RECORDREQUEST@GMSCFL.COM, OR BY REGULAR MAIL AT C/O GOVERNMENTAL MANAGEMENT SERVICES- CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

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

21. E-VERIFY. Engineer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Engineer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that Engineer has knowingly violated Section 448.09(1), *Florida Statutes*. If Engineer anticipates entering into agreements with a subcontractor for the Work, Engineer will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Engineer shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but Engineer has otherwise complied with its obligations hereunder, the District shall promptly notify Engineer. Engineer agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, Engineer or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, Engineer represents that no public employer has terminated a contract with Engineer under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

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

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

24. INDEPENDENT CONTRACTOR. The District and Engineer agree and acknowledge that Engineer shall serve as an independent contractor of the District. Neither Engineer nor employees of Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. Engineer agrees to assume all

liabilities or obligations by any one or more of such laws with respect to employees of Engineer, if any, in the performance of this Agreement. Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

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

26. THIRD PARTIES. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

27. CONTROLLING LAW. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the State Courts located in Orange County, Florida.

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

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

30. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

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

32. NOTICES. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or sent via electronic mail with read receipt to the parties, as follows:

A. If to the District: Dowden Central Community Development District
c/o Governmental Management Services- Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Attn: Jason Showe, District Manager
E-mail: jshowe@gmscfl.com

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: Jennifer Kilinski, District Counsel
E-mail: jennifer@cddlawyers.com

B. If to Engineer: Dewberry Engineers Inc.
800 North Magnolia Avenue, Suite 1000
Orlando, Florida 32803
Attn: Rey Malave, P.E.
E-mail: rmalave@dewberry.com

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

33. COUNTERPARTS. This Agreement may be executed in any number of counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute but one and the same instrument constituting this Agreement.

34. SCRUTINIZED COMPANIES. In accordance with Section 287.135, *Florida Statutes*, Engineer represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies or other Entities that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and, in the event such status changes, Engineer shall immediately notify the District. If Engineer is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies or Other Entities that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

35. ANTI-HUMAN TRAFFICKING. Engineer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Engineer agrees to execute an affidavit in compliance with Section 787.06(14), *Florida Statutes*, and acknowledges that if Engineer refuses to sign said affidavit, the District may terminate this Agreement immediately.

36. PUBLIC ENTITY CRIMES. Engineer represents that in entering into this Agreement, Engineer has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Engineer is placed on the convicted vendor list, Engineer shall immediately notify the District whereupon this Agreement may be terminated by the District.

37. FOREIGN INFLUENCE. Engineer understands that under Section 286.101, *Florida Statutes*, that Engineer must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

38. ACCEPTANCE. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson / Vice Chairperson,
Board of Supervisors

DEWBERRY ENGINEERS INC.

Rey Malave, P.E.

Exhibit A: Form of Work Authorization

Exhibit B: Hourly Fee Schedule

EXHIBIT A
Form of Work Authorization

Sent Via Email: jshowe@gmscfl.com

March 17, 2026

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

Subject: **Work Authorization Number 2026-1
Dowden Central Community Development District
Interim District Engineering Services**

Dear Mr. Showe:

Dewberry Engineers Inc. (Engineer) is pleased to submit this Work Authorization to provide interim professional consulting engineering services for the Dowden Central Community Development District (District). We will provide these services pursuant to our current agreement (Interim District Engineering Agreement) as follows:

I. General Engineering Services

The District will engage the services of Dewberry Engineers Inc. as Interim District Engineer to perform those services as necessary, pursuant to the Interim District Engineering Agreement, including attendance at Board of Supervisors meetings, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. The referenced Schedule of Charges is valid for fiscal year 2026 only. We estimate a budget of \$15,000, plus other direct costs.

II. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of \$200.

This proposed Work Authorization, together with the referenced Interim District Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced Work Authorization. If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to Aimee Powell, Senior Office Administrator, in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Mr. Jason Showe
Dowden Central Community Development District
Work Authorization Number 2026-1
March 17, 2026

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.

Sincerely,



Reinardo Malavé, P.E.
Associate Vice President

RM:ap

M: \Proposals - Public\Municipal\Dowden Central CDD\Dowden Central CDD Interim District Engineering Services – 03-17-2026

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Dowden Central
Community Development District

Date: _____

EXHIBIT B
Hourly Fee Schedule

STANDARD HOURLY BILLING RATE SCHEDULE**Professional/Technical/Construction/Surveying Services**

LABOR CLASSIFICATION	HOURLY RATES
Professional	
Engineer I, II, III	\$125.00, \$140.00, \$160.00
Engineer IV, V, VI	\$185.00, \$210.00, \$240.00
Engineer VII, VIII, IX	\$270.00, \$300.00, \$335.00
Environmental Specialist I, II, III	\$110.00, \$135.00, \$160.00
Senior Environmental Scientist IV, V, VI	\$175.00, \$195.00, \$220.00
Planner I, II, III	\$110.00, \$135.00, \$160.00
Senior Planner IV, V, VI	\$175.00, \$195.00, \$220.00
Landscape Designer I, II, III	\$110.00, \$135.00, \$160.00
Senior Landscape Architect IV, V, VI	\$175.00, \$195.00, \$220.00
Principal	\$375.00
Technical	
CADD Technician I, II, III, IV, V	\$90.00, \$110.00, \$130.00, \$145.00, \$190.00
Designer I, II, III	\$110.00, \$140.00, \$170.00
Designer IV, V, VI	\$190.00, \$210.00, \$245.00
Construction	
Construction Professional I, II, III	\$125.00, \$160.00, \$190.00
Construction Professional IV, V, VI, VII	\$225.00, \$255.00, \$305.00, \$340.00
Survey	
Surveyor I, II, III	\$70.00, \$85.00, \$110.00
Surveyor IV, V, VI	\$130.00, \$145.00, \$160.00
Surveyor VII, VIII, IX	\$180.00, \$210.00, \$255.00
Senior Surveyor IX	\$310.00
Fully Equipped 1, 2, 3 Person Field Crew	\$160.00, \$200.00, \$270.00
Administration	
Administrative Professional I, II, III, IV	\$72.00, \$105.00, \$125.00, \$155.00
Other Direct Costs (Printing, Postage, Etc.)	Cost + 15%

SECTION F

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT

Dowden Central Community Development District (the “District”), located in the City of Orlando, Orange County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District’s capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual (“Applicant”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“Qualification Statement”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including, but not limited to, past experience as a District Engineer for any community development districts and past experience in Orange County, Florida; e) the geographic location of the Applicant’s headquarters and offices; f) and the current and projected workloads of the Applicant. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“CCNA”). All Applicants must submit one electronic copy and one hard copy of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on [REDACTED], 2026 and to the attention of Governmental Management Services – Central Florida, LLC, c/o Jason Showe, 219 E. Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524 (“District Manager’s Office”).

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager’s Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager’s Office, must be filed in writing with the District Manager’s Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneously with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this request for qualifications shall be directed in writing by e-mail only to Jason Showe at jshowe@gmscfl.com with e-mail copy to Jennifer Kilinski at jennifer@cddlattorneys.com.

Publish on _____ (must be published at least 14 days prior to submittal deadline)

**DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS**

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm, including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices, and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements, including rates, staffing levels, and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current, and Projected Workloads (Weight: 10 Points)

Consider the recent, current, and projected workloads of the firm.

SECTION G

RESOLUTION 2026-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE DISTRICT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO EXECUTE AND DELIVER ANY AND ALL FINANCIAL REPORTS REQUIRED BY RULE, STATUTE, LAW, ORDINANCE, OR REGULATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280, *Florida Statutes*, and has been designated by the State Chief Financial Officer as a qualified public depository; and

WHEREAS, the District has had no District revenues and has therefore made no public deposits nor has the District heretofore delegated to a Treasurer, or to any other person, responsibility for handling public deposits; and

WHEREAS, the District, prior to making any public deposit, is required to furnish to the Chief Financial Officer its official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts; and

WHEREAS, the Board, having organized by appointing a Treasurer and other officers, is now in a position to select a public depository and to comply with the requirements for public depositors; and

WHEREAS, the Board wishes to designate a public depository for District funds.

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

SECTION 1. _____, is hereby designated as the public depository for funds of the District.

SECTION 2. In accordance with Section 280.17(2), *Florida Statutes*, the District’s Secretary is hereby directed to take the following steps:

- A.** Ensure that the name of the District is on the account or certificate or other form provided to the District by the qualified public depository in a manner sufficient to identify that the account is a Florida public deposit.
- B.** Execute the form prescribed by the Chief Financial Officer for identification of each public deposit account and obtain acknowledgement of receipt on the form from the qualified public depository at the time of opening the account.
- C.** Maintain the current public deposit identification and acknowledgement form as a valuable record.

SECTION 3. The District's Treasurer, upon assuming responsibility for handling the funds of the District, is directed to furnish the Chief Financial Officer annually, not later than January 30 of each year, the information required in accordance with Section 280.17(6), *Florida Statutes*, and otherwise take the necessary steps to ensure that all other requirements of Section 280.17, *Florida Statutes*, have been met.

SECTION 4. The District Manager, Treasurer, and/or Assistant Treasurer are hereby authorized on behalf of the District to execute and deliver any and all other financial reports required by any other rule, statute, law, ordinance, or regulation.

SECTION 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

SECTION H

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT DIRECTING GOVERNMENTAL MANAGEMENT SERVICES- CENTRAL FLORIDA, LLC, TO ESTABLISH A LOCAL BANK ACCOUNT AT TRUIST FOR THE DISTRICT AND APPOINT _____ AND _____ AS SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the District’s Board of Supervisors desires to establish a local bank account for the District and appoint _____ and _____ as signors on the account.

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

SECTION 1. Governmental Management Services - Central Florida, LLC, is directed to establish a local bank account at _____ for the District.

SECTION 2. _____ and _____ shall be appointed as signors on the account.

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

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary
Board of Supervisors

Chairperson / Vice Chairperson,

SECTION I

RESOLUTION 2026-09

A RESOLUTION SETTING FORTH THE POLICY OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, DISTRICT OFFICERS, AND RETAINED STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) and the officers and staff of Dowden Central Community Development District (the “District”) are constantly presented with the necessity for making decisions regarding various phases of the District policy and management; and

WHEREAS, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the members of the Board and its officers and staff is maintained at a minimum; and

WHEREAS, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

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

SECTION 1. As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers, and staff (together, the “Indemnitees”) of the District, shall be provided the benefit of the indemnification, support, and legal defense provisions provided in this Resolution:

- A.** All members of the Board of Supervisors; and
- B.** Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and District Counsel).

SECTION 2. As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, *Florida Statutes*, the District hereby agrees to provide legal representation to defend any and all civil actions, including federal civil rights and other federal civil claims, arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of their employment or function, unless, in the case of a tort action, the Indemnatee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnatee for an act or omission under color of state law, custom, or usage, wherein it is alleged that such Indemnatee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. §1983 or other federal statute. The District further agrees to provide legal representation to defend against any other litigation arising against an Indemnatee from the performance of their official duties while serving a public purpose, including civil, administrative, or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not protect the Board and its officers from liability through its laws, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

SECTION 3. The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnatee while performing the duties and functions of his or her position.

SECTION 4. This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of their office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnatee(s) in question are each presumed to have acted within the scope of their office and are presumed to be acting in good faith, without a malicious purpose, and not in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnatee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose, and not in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

SECTION 5. In the event that the District has expended funds to provide an attorney to defend an Indemnatee who is found to be personally liable by virtue of actions outside the scope of their employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

SECTION 6. The District agrees to pay any final judgment, including damages, fines, penalties, or other damages, costs, and attorneys' fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnatee as described in Section 111.07, *Florida Statutes*. If the action arises under Section 768.28, *Florida Statutes*, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. §1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph; provided, however, that the District determines such compromise or settlement to be in the District's best interest.

SECTION 7. To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

- A. The actions of the Indemnatee were outside the scope of their duties and authority; or
- B. The acts or omissions of the Indemnatee constituted bad faith, malicious purpose, intentional infliction of harm, or were done in a manner exhibiting wanton and willful disregard of human rights, safety, or property; or
- C. The Indemnatee received financial profit or advantage to which he or she was not legally entitled.

SECTION 8. To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

- A.** A copy of the summons, complaint, notice, demand letter, or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairperson, Vice Chairperson, District Manager, or District Counsel within fourteen (14) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and
- B.** The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

SECTION 9. Any indemnification, legal defense, or other protection provided pursuant to this representation shall not extend to:

- A.** Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and
- B.** Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and
- C.** Any fine, penalty, or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and
- D.** Claims brought against the Indemnitee by the District's Board of Supervisors; and
- E.** Any indemnification or defense prohibited by law.

SECTION 10. In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either:

- A.** Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or
- B.** Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:
 - i.** Approve, in advance, any agreement for legal fees or disbursements; and
 - ii.** Pay all or part of the legal fees, costs, and other disbursements, and to set a maximum for legal fees, costs, and other disbursements; and
 - iii.** Direct the defense and settle or compromise the action or claim; and
 - iv.** Reduce or offset any monies that may be payable by the District by any court costs or attorneys' fees awarded to the Indemnitee.

SECTION 11. The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

SECTION 12. To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives, and estate of the Board member and/or officer.

SECTION 13. The District reserves the right to change, modify, or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification, or withdrawal of this Resolution.

SECTION 14. This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

SECTION J

RESOLUTION 2026-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF DISTRICT COUNSEL'S ACTIONS OF RECORDING OF THE NOTICE OF ESTABLISHMENT OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the District was established by Ordinance No. 2026-02, adopted by the City Council of the City of Orlando on March 16 2026; and

WHEREAS, Section 190.0485, *Florida Statutes*, requires a "Notice of Establishment" to be filed within thirty (30) days after the effective date of the rule; and

WHEREAS, the organizational meeting of the District's Board of Supervisors was scheduled for March 27, 2026; and

WHEREAS, Kilinski | Van Wyk PLLC, arranged for the recording of the "Notice of Establishment of Dowden Central Community Development District" with Orange County to ensure compliance with Florida law and was authorized to take such necessary actions.

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

SECTION 1. AUTHORIZATION OR RATIFICATION. The actions of Kilinski | Van Wyk PLLC in recording the Notice of Establishment, attached hereto as **Exhibit A**, of the District are hereby ratified.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March, 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: Notice of Establishment

SECTION 1

This instrument was prepared by
and upon recording should be returned to:

Roy Van Wyk, Esq.
KILINSKI | VAN WYK PLLC
517 E. College Avenue
Tallahassee, Florida 32301

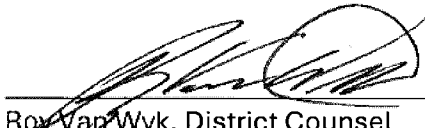
**NOTICE OF ESTABLISHMENT OF DOWDEN CENTRAL
COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on March 16, 2026, and pursuant to a petition filed by Beachline South Residential, LLC, the City Council of the City of Orlando, Florida enacted Ordinance No. 2026-2, which became effective March 16, 2026, establishing Dowden Central Community Development District ("**District**"). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District's registered agent as designated to the Department of Commerce under Section 189.014, *Florida Statutes*.

DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Notice has been executed on this 18th day of March 2026, and recorded in the Official Records of Orange County, Florida.

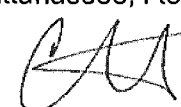


Roy Van Wyk, District Counsel
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301



Witness
Amanda B King

Print Name
Address: 517 E. College Avenue
Tallahassee, Florida 32301

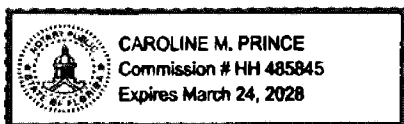


Witness
CAROLINE PRINCE

Print Name
Address: 517 E. College Avenue
Tallahassee, Florida 32301

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of March, 2026, by **Roy Van Wyk**, as **District Counsel** for **Dowden Central Community Development District**, who appeared before me this day in person, and who is either ☒ personally known to me, or ☐ produced _____ as identification and who ☐ did or ☐ did not take an oath.



(NOTARY SEAL)

Caroline Mervet Prince

NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT A:
Legal Description

A PORTION OF LANDS LYING IN SECTIONS 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°08'54"W ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 35, A DISTANCE OF 693.62 FEET; THENCE N89°51'06"W, A DISTANCE OF 75.95 FEET TO THE POINT OF BEGINNING; THENCE S00°13'58"E, A DISTANCE OF 77.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 901.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF S19°17'04"E AND A CHORD DISTANCE OF 588.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 599.48 FEET TO THE POINT OF TANGENCY; THENCE S38°20'10"E, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1049.95 FEET, A CENTRAL ANGLE OF 25°48'04", A CHORD BEARING OF S25°26'08"E AND A CHORD DISTANCE OF 468.82 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 472.81 FEET TO THE POINT OF TANGENCY; THENCE S12°32'06"E, A DISTANCE OF 57.81 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES AND DISTANCES: S60°51'06"E, A DISTANCE OF 65.89 FEET; THENCE S79°30'16"E, A DISTANCE OF 152.71 FEET; THENCE N79°07'58"E, A DISTANCE OF 73.73 FEET; THENCE S76°04'22"E, A DISTANCE OF 115.36 FEET; THENCE S57°46'03"E, A DISTANCE OF 97.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 17187.00 FEET, A CENTRAL ANGLE OF 00°13'24", A CHORD BEARING OF N75°39'33"E AND A CHORD DISTANCE OF 66.95 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.95 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 661.23 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20250386088 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 1057.52 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20240397368 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, S16°27'23"W, A DISTANCE OF 1909.02 FEET TO THE SOUTHERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTHERLY LINE, N90°00'00"W, A DISTANCE OF 697.20 FEET TO THE END OF SAID SOUTHERLY LINE; THENCE CONTINUE N90°00'00"W, A DISTANCE OF 873.94 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382 OF SAID PUBLIC RECORDS; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2492.98 FEET, A CENTRAL ANGLE OF 02°59'41", A CHORD BEARING OF S10°42'41"E AND A CHORD DISTANCE OF 130.28 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 130.30 FEET TO THE POINT OF TANGENCY; THENCE S12°12'32"E, A DISTANCE OF 127.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2136.98 FEET, A CENTRAL ANGLE OF 31°08'00", A CHORD BEARING OF S03°21'28"W AND A CHORD DISTANCE OF 1146.96 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1161.19 FEET TO THE POINT OF TANGENCY;

{Legal Description Continues on Next Page}

THENCE S18°55'29"W, A DISTANCE OF 208.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 14°12'37", A CHORD BEARING OF S11°49'10"W AND A CHORD DISTANCE OF 459.23 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 160.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 06°17'59", A CHORD BEARING OF S01°33'52"W AND A CHORD DISTANCE OF 204.01 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 204.10 FEET, RETURNING TO A POINT ON SAID EASTERLY LINE, SAID POINT BEING A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 31°09'40", A CHORD BEARING OF S17°09'58"E AND A CHORD DISTANCE OF 997.21 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1009.61 FEET TO THE POINT OF TANGENCY; THENCE S32°44'48"E, A DISTANCE OF 218.30 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1963.36 FEET, A CENTRAL ANGLE OF 47°37'46", A CHORD BEARING OF S08°55'55"E AND A CHORD DISTANCE OF 1585.53 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1632.12 FEET TO THE POINT OF TANGENCY; THENCE S14°52'59"W, A DISTANCE OF 318.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2066.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF S07°39'24"W AND A CHORD DISTANCE OF 519.75 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 521.14 FEET TO THE POINT OF TANGENCY; THENCE S00°25'50"W, A DISTANCE OF 688.89 FEET TO THE NORTH RIGHT OF WAY LINE OF WEWAHOOTEE ROAD, BEING A 30.00 FOOT WIDE RIGHT OF WAY, AS RECORDED IN INSTRUMENT NUMBER 20220248477, OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N89°34'10"W, A DISTANCE OF 100.00 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: N00°25'50"E, A DISTANCE OF 688.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2166.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF N07°39'24"E AND A CHORD DISTANCE OF 544.91 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 546.36 FEET TO THE POINT OF TANGENCY; THENCE N14°52'59"E, A DISTANCE OF 280.55 FEET TO THE WEST LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 30°32'14", A CHORD BEARING OF N00°23'08"W AND A CHORD DISTANCE OF 1027.04 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1039.30 FEET TO THE SOUTH LINE OF STARWOOD PHASE N-7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118, PAGES 106 THROUGH 114, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE, S87°12'24"W, A DISTANCE OF 651.62 FEET; THENCE N63°21'50"W, A DISTANCE OF 217.15 FEET; THENCE N01°30'57"W, A DISTANCE OF 68.04 FEET; THENCE N63°21'19"W, A DISTANCE OF 1442.29 FEET TO THE EAST LINE OF THE DOWDEN WEST CDD, AS RECORDED IN INSTRUMENT NUMBER 20170217494; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: N26°38'41"E, A DISTANCE OF 449.68 FEET; THENCE N16°53'30"W, A DISTANCE OF 1403.95 FEET;

{Legal Description Continues on Next Page}

THENCE N06°27'17"E, A DISTANCE OF 238.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 942.00 FEET, A CENTRAL ANGLE OF 09°37'31", A CHORD BEARING OF S74°00'14"E AND A CHORD DISTANCE OF 158.06 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 158.25 FEET; THENCE N02°48'05"W, A DISTANCE OF 65.11 FEET; THENCE N08°46'50"E, A DISTANCE OF 91.41 FEET; THENCE N18°26'25"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 03°31'44", A CHORD BEARING OF N73°19'27"W AND A CHORD DISTANCE OF 70.32 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.33 FEET TO THE EAST LINE OF STARWOOD PHASE N-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 119 THROUGH 125, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES:; THENCE N07°27'21"E, A DISTANCE OF 519.96 FEET; THENCE N67°06'48"E, A DISTANCE OF 1332.34 FEET; THENCE N16°56'45"W, A DISTANCE OF 366.38 FEET; THENCE N76°11'33"W, A DISTANCE OF 786.91 FEET; THENCE S40°44'14"W, A DISTANCE OF 745.19 FEET; THENCE N28°29'44"W, A DISTANCE OF 1511.61 FEET; THENCE N13°59'45"W, A DISTANCE OF 194.58 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES N08°28'31"W, A DISTANCE OF 261.96 FEET; N22°26'51"W, A DISTANCE OF 100.98 FEET TO THE EAST LINE OF AFOREMENTIONED STARWOOD PHASE N-4; THENCE ALONG SAID EAST LINE, N13°59'45"W, A DISTANCE OF 850.25 FEET; THENCE S77°51'13"W, A DISTANCE OF 115.95 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE, N03°53'30"W, A DISTANCE OF 1124.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 7576.94 FEET, A CENTRAL ANGLE OF 00°31'12", A CHORD BEARING OF N86°22'06"E AND A CHORD DISTANCE OF 68.78 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.78 FEET; THENCE S26°53'00"E, A DISTANCE OF 26.15 FEET; THENCE S12°10'47"E, A DISTANCE OF 51.19 FEET; THENCE S26°14'50"E, A DISTANCE OF 107.30 FEET; THENCE S04°53'11"E, A DISTANCE OF 79.51 FEET; THENCE S24°34'26"E, A DISTANCE OF 69.11 FEET; THENCE S06°01'53"E, A DISTANCE OF 114.79 FEET; THENCE S08°21'41"E, A DISTANCE OF 54.25 FEET; THENCE S12°15'42"E, A DISTANCE OF 40.05 FEET; THENCE S07°50'32"W, A DISTANCE OF 21.05 FEET; THENCE N69°21'37"E, A DISTANCE OF 84.30 FEET; THENCE S03°29'17"E, A DISTANCE OF 35.35 FEET; THENCE S68°36'33"W, A DISTANCE OF 49.22 FEET; THENCE S26°40'22"W, A DISTANCE OF 29.51 FEET; THENCE S21°23'23"W, A DISTANCE OF 40.23 FEET; THENCE S21°02'51"E, A DISTANCE OF 47.72 FEET; THENCE S41°02'09"E, A DISTANCE OF 70.79 FEET; THENCE S25°10'29"W, A DISTANCE OF 46.76 FEET; THENCE S01°20'46"W, A DISTANCE OF 70.53 FEET; THENCE S58°11'06"W, A DISTANCE OF 63.53 FEET; THENCE S14°14'36"E, A DISTANCE OF 77.69 FEET; THENCE S26°28'18"E, A DISTANCE OF 71.54 FEET; THENCE S10°53'50"E, A DISTANCE OF 76.74 FEET; THENCE S49°42'14"E, A DISTANCE OF 34.76 FEET; THENCE S51°07'29"W, A DISTANCE OF 45.45 FEET; THENCE S06°11'10"E, A DISTANCE OF 37.88 FEET; THENCE S22°22'24"E, A DISTANCE OF 80.56 FEET; THENCE N63°49'26"E, A DISTANCE OF 122.12 FEET; THENCE S12°23'01"E, A DISTANCE OF 105.24 FEET; THENCE S10°13'56"W, A DISTANCE OF 53.49 FEET; THENCE S04°59'42"E, A DISTANCE OF 97.80 FEET;

{Legal Description Continues on Next Page}

THENCE S02°58'32"E, A DISTANCE OF 73.43 FEET; THENCE S32°25'25"E, A DISTANCE OF 15.65 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427 OF SAID PUBLIC RECORDS; THENCE S87°06'25"E, ALONG SAID NORTHERLY LINE A DISTANCE OF 1321.17 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN S87°06'25"E, A DISTANCE OF 163.56 FEET; THENCE N77°06'19"E, A DISTANCE OF 25.43 FEET; THENCE N75°29'56"E, A DISTANCE OF 85.44 FEET; THENCE N73°40'37"E, A DISTANCE OF 58.80 FEET; THENCE N81°06'43"E, A DISTANCE OF 90.03 FEET; THENCE S85°50'34"E, A DISTANCE OF 92.43 FEET; THENCE S56°31'03"E, A DISTANCE OF 118.99 FEET; THENCE N81°40'05"E, A DISTANCE OF 87.26 FEET; THENCE N12°34'41"E, A DISTANCE OF 82.86 FEET; THENCE N01°55'19"W, A DISTANCE OF 104.62 FEET; THENCE N60°28'01"E, A DISTANCE OF 142.00 FEET; THENCE S82°08'13"E, A DISTANCE OF 132.31 FEET; THENCE N69°29'56"E, A DISTANCE OF 88.26 FEET; THENCE N40°13'33"E, A DISTANCE OF 100.42 FEET; THENCE N18°18'04"W, A DISTANCE OF 63.33 FEET; THENCE N00°19'14"W, A DISTANCE OF 67.91 FEET; THENCE N55°29'12"E, A DISTANCE OF 99.23 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 949.95 FEET, A CENTRAL ANGLE OF 05°45'23", A CHORD BEARING OF N35°27'29"W AND A CHORD DISTANCE OF 95.40 FEET; THENCE RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.44 FEET TO THE POINT OF TANGENCY; THENCE N38°20'10"W, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1001.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF N19°17'04"W AND A CHORD DISTANCE OF 653.77 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 665.98 FEET; THENCE N00°13'58"W, A DISTANCE OF 74.62 FEET; THENCE S60°13'58"E, A DISTANCE OF 7.51 FEET; THENCE N89°46'02"E, A DISTANCE OF 80.00 FEET; THENCE N64°46'02"E, A DISTANCE OF 14.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,517,581 SQUARE FEET OR 379.19 ACRES MORE OR LESS.

{End of Legal Description}

SECTION K

RESOLUTION 2026-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the District’s Board of Supervisors (the “Board”) is required to adopt an investment policy in accordance with Section 218.415, *Florida Statutes*; and

WHEREAS, the Board desires to adopt alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, *Florida Statutes*.

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

SECTION 1. The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), *Florida Statutes*. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

- A.** The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, *Florida Statutes*.
- B.** Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- C.** Interest-bearing time deposits or savings accounts in qualified public depositories as defined in Section 280.02, *Florida Statutes*.
- D.** Direct obligations of the U.S. Treasury.

SECTION 2. Securities listed in paragraphs (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due.

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

[signatures on following page]

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

SECTION L

RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER OR TREASURER TO EXECUTE THE PUBLIC DEPOSITORS REPORT; AUTHORIZING THE EXECUTION OF ANY OTHER FINANCIAL REPORTS AS REQUIRED BY LAW; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of Dowden Central Community Development District (the “District”) has established the positions of District Manager and Treasurer for the purposes of maintaining the financial records of the District; and

WHEREAS, the District desires to authorize District staff to execute the Public Depositor Report and all other financial reports required by law.

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

SECTION 1. The District Manager or Treasurer are hereby authorized, on behalf of the District, to execute the Public Depositor Report and to transmit same to the Treasurer of the State of Florida as required by Chapter 280, *Florida Statutes*, as amended, and any and all other financial reports required by any other rule, statute, law, ordinance, or regulation.

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary
Board of Supervisors

Chairperson / Vice Chairperson,

SECTION M

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors (the "Board") finds that it is in the best interests of the District to adopt by resolution a policy regulating the provision of public comments during meetings of the Board (the "Public Comment Policy") for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The purpose of public comment periods is to allow the public the opportunity to be heard on propositions before the Board. The District's Chairperson, their designee, or such other person conducting a District meeting (the "Presiding Officer"), shall ensure that there is at least one (1) period of time (the "Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- A.** An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.
- B.** Speakers shall be permitted to address any agenda item during the initial Public Comment Period. In the Presiding Officer's discretion, speakers shall be permitted to address any non-agenda matters of personal or general concern regarding the District either during the initial Public Comment Period or during a separate Public Comment Period provided after the conclusion of the District's business items.
- C.** Individuals wishing to make a public comment are limited to three (3) minutes per person. Speakers may not assign their three (3) minutes to extend another speaker's time.

- D. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business; provided, however, that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if they deem it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands or other reasonable means of identification at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to providing any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in their discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- A. Each person addressing the Board shall proceed to the place assigned to speak and should state their name and address in an audible tone of voice for the public record.
- B. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while they have the floor, without the permission of the Presiding Officer.
- C. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from interrupting other speakers with words or noises, speaking out of turn, speaking during another person's allotted time for public comments, exceeding the time limit for public comments, approaching Board members in a threatening manner, and making obscene or threatening remarks. "Obscene" shall mean remarks, images, or gestures which, when taken as a whole and applying contemporary community standards: (1) appeal to the prurient interest, (2) portray offensive sexual conduct in a patently offensive way, and (3) lack serious literary, artistic, political, or scientific value. "Threatening" shall mean remarks or behaviors which convey a serious intent to harm someone.
- D. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting or suspend their public comment privileges for the remainder of the meeting, after first issuing a warning to the speaker. In the event that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
 - i. The Presiding Officer may declare a recess;
 - ii. The Presiding Officer may contact the local law enforcement authority; or

- iii. In case the person does not leave the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings, quasi-judicial proceedings, and other special proceedings that may require a different procedure under Florida law.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

SECTION N

RESOLUTION 2026-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

WHEREAS, the Board of Supervisors of the District (the “Board”) accordingly finds that it is in the best interest of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

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

SECTION 1. The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

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

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

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: Prompt Payment Policies and Procedures

Exhibit A: Prompt Payment Policies and Procedure

**DOWDEN CENTRAL
COMMUNITY DEVELOPMENT DISTRICT**

**Prompt Payment Policies and Procedures
In Accordance with the Local Government Prompt Payment Act
Chapter 218, Part VII, *Florida Statutes***

March 27, 2026

Dowden Central Community Development District
Prompt Payment Policies and Procedures

I. Purpose

In accordance with the Local Government Prompt Payment Act, as amended (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Dowden Central Community Development District (the “District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

III. Definitions

A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, and which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), *Florida Statutes*, and further identified in the relevant agreement between the District and the Provider.

B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, *Florida Statutes*.

C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment

request but fails to timely or physically mark on the document the date received, “Date Stamped” shall mean the date of actual receipt by the Agent.

E. Improper Invoice

An invoice that does not conform to the requirements of a Proper Invoice.

F. Improper Payment Request

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

G. Non-Construction Goods and Services

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

H. Proper Invoice

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District, and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

I. Proper Payment Request

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District, and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

J. Provider

Includes any Vendor, Contractor, or Provider of Construction Services, as defined herein.

K. Purchase

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

L. Vendor

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

IV. Proper Invoice/Payment Request Requirements

A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent’s confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary

corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors (“Board”) or when provided for in the applicable agreement.

B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District’s current tax-exempt number is _____. A copy of the tax-exempt form will be supplied to Providers upon request.

C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur at (407) 841-5524; email: jshowe@gmscfl.com.

D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice date
4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
 - a. A complete item description
 - b. Quantity purchased
 - c. Unit price(s)
 - d. Total price (for each item)
 - e. Total amount of invoice (all items)
 - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
 - a. Itemized description of services performed
 - b. The location and date of delivery of the services to the District
 - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
 - d. Itemization of other direct, reimbursable costs (including description and amount)
 - e. Copies of invoices for other direct, reimbursable costs (other than incidental

costs such as copying) and one (1) of the following:

- i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
 - ii. Paid receipt
 - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
 10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

E. Proper Payment Request Requirements for Construction Services

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

1. Mailing and Drop Off Address

Dowden Central Community Development District
c/o Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: District Manager

2. Email Address

jshowe@gmscfl.com

VI. Calculation of Payment Due Date

A. Non-Construction Goods and Services Invoices

1. Receipt of Proper Invoice

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

2. Receipt of Improper Invoice

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that

provides payment due dates.

3. Rejection of an Improper Invoice

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

4. Payment of Undisputed Portion of Invoice

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

B. Payment Requests for Construction Services

1. Receipt of Proper Payment Request

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. The Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

2. Receipt and Rejection of Improper Payment Request

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Payment Request.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. Payment of Undisputed Portion of Payment Request

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

VII. Resolution of Disputes

- A.** If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, *Florida Statutes*, for Construction Services, and §218.76, *Florida Statutes*, for Non-Construction Goods and Services.
- B. Dispute between the District and a Provider:** If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.
- C. Dispute Resolution Procedures**
 - 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
 - 2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District

Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.

3. If the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in §218.735(9), *Florida Statutes*, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000.00).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider. If the costs of the third-party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds, or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, *Florida Statutes*).

IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), *Florida Statutes*.

X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, *Florida Statutes*).

A. Related to Non-Construction Goods and Services

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.74(4), *Florida Statutes*).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. Related to Construction Services

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of two percent (2%) per month, or the rate specified by agreement, whichever is greater. (§218.735(9), *Florida Statutes*). The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), *Florida Statutes*).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. Report of Interest

If the total amount of interest paid during the preceding fiscal year exceeds Two Hundred Fifty Dollars (\$250.00), the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, *Florida Statutes*).

SECTION O

MEMORANDUM

TO: Dowden Central Community Development District Board of Supervisors

FROM: Kilinski | Van Wyk PLLC

DATE: March 27, 2026

RE: Public Records Retention

The purpose of this memorandum is to outline the District's responsibilities in relation to the retention and disposition of its public records ("Records Retention") and to present a choice between two different resolutions for the Board to consider. Historically, most districts have not engaged in the disposition of records and have simply chosen to keep all records. However, current state law provides for the disposition of many records after a specified period of time. In order to devise a Records Retention Policy which makes sense, there are three primary sources for legal requirements that must be considered.

Overview of State Law Records Retention Requirements

Florida Law sets forth a comprehensive scheme governing Records Retention. Section 257.36, *Florida Statutes*, entitled "Records and Information Management" created the Division of Library and Information Services of the Department of State ("DLIS") which is charged with the duty to set forth policies and rules regulating Records Retention. To this end, DLIS has adopted comprehensive rules and policies applicable to community development districts ("CDDs") which are set forth in the Florida Administrative Code sections 1B-24.001, 1B-24.003, 1B-26.0021, and 1B-26.003. DLIS adopts records retention schedules which provide the minimum amount of time that different public records must be kept before they are disposed ("Schedules"). The Schedules typically applicable to CDDs are GS1-SL (General Records Schedule for State and Local Government Agencies), GS3 (General Records Schedule for Election Records), and GS14 (General Records Schedule for Public Utilities). GS1-SL and GS3 will apply to every CDD, while GS14 will apply to just those CDDs operating water and sewer utilities. Each of these three schedules is further broken down into categories of similar documents.

Under Florida law, all documents of a particular type must be retained for the minimum amount of time set forth in the applicable section of the Schedules. In the event a District record exists that does not fall into one of the specified categories, the District is responsible for requesting that an "Individual Records Schedule" be created by DLIS.

Florida law allows CDDs to adopt policies that extend the amount of time a record must be kept. However, CDDs do not have the power to shorten the time periods in the Schedules.

Overview of Federal Law Records Retention Requirements by Virtue of Tax-Exempt Bond Issuance

If a District has issued tax exempt bonds, there are various requirements imposed by federal law relating to Records Retention. The general principle is that documents in any way related to the issuance of tax-exempt bonds, revenues securing bonds, and the use of the bond proceeds should be kept until at least three (3) years after the bonds are redeemed. If refunding bonds are issued, records for the refunding bonds and the bonds refunded should be kept until at least three (3) years after the refunding bonds are redeemed. The records which must be kept include, but are not limited to:

1. Basic records relating to the bond transaction (including the trust indenture, loan agreements, and bond counsel opinion); and
2. Documentation evidencing the expenditure of bond proceeds; and
3. Documentation evidencing use of bond-financed property by public and private sources (i.e., copies of management contracts and research agreements); and
4. Documentation evidencing all sources of payment or security for the bonds, such as assessments; and
5. Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, SLGS subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts, and rebate calculations).

Overview of Trust Indenture Requirements to Retain Records

Most, if not all, trust indentures require CDDs that have issued bonds to maintain records which demonstrate that the District has not taken any action to jeopardize the tax-exempt status of the bonds.

Current Responsibilities for District Records Retention

Section 119.021(2)(b), *Florida Statutes*, provides that the District must comply with the DLIS rules establishing retention schedules and disposal processes. Section 119.021(2)(c), *Florida Statutes*, provides that each public official shall systematically dispose of records no longer needed, subject to the consent of DLIS. Although the ultimate responsibility rests with the Secretary, the District needs to formally appoint a Records Management Liaison Officer to interact with DLIS. The attached resolutions appoint a Records Management Liaison Officer and outline such person's duties.

District Options for Records Retention Policy

At this point in time, the District really has two options to ensure compliance with applicable Records Retention laws.

First, the District can adopt the Florida Records Retention Schedules modified to ensure the District is also retaining the records required by federal law and the trust indenture. This option allows for the timely destruction of records while ensuring that the District's policy is in compliance with state and federal laws. Kilinski | Van Wyk PLLC has prepared a resolution that implements this option, and it is attached hereto as **Option 1**.

Second, a District can adopt the Florida Records Retention Schedules as written and adopt a policy that states that the District will not be destroying any records at this point in time. While this seems like the easiest approach, it has its drawbacks and is inconsistent with the structure intended by Florida law. Not disposing of documents in a timely manner increases the cost of maintaining records thereby shifting valuable financial resources away from core functions. In addition, unnecessary Records Retention may disadvantage a District in future litigation and may be viewed as a lackadaisical approach to records management, thereby undermining the public's confidence in the integrity of the Records Retention system. Despite these concerns, the District could choose to keep all records. Kilinski | Van Wyk PLLC has prepared a resolution that implements this option, and it is attached hereto as **Option 2**.

It is important to note that the District could change its Records Retention policy at a later date so long as the District's amendment was consistent with the notice and hearing provisions found in Chapter 190.

Electronic Recordkeeping

Electronic recordkeeping is one of the many subjects under consideration by the Florida Legislature and our office will circulate an update on any legislative developments that occur. Presently, electronic recordkeeping is authorized by Rule 1B-26.003, Florida Administrative Code, which provides control standards relating to the same. The DLIS has released the “Electronic Recordkeeping Strategic Plan,” which focuses on recording strategies as they relate to electronic records. The Strategic Plan, as well as a multitude of resources for records managers, is made available for review by DLIS on the DLIS website, which may change from time to time.

OPTION 1

RESOLUTION 2026-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (the “Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (the “Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District’s records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District’s contact with the Florida Department of State, State Library and Archives of Florida;

- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State (the "Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in **Exhibit A**. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in **Exhibit A**. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: District Amendments to General Records Schedules Established by the Division

Exhibit A:

District Amendments to General Records Schedules Established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released

or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

OPTION 2

RESOLUTION 2026-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (the “Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (the “Board”) finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy (the “Policy”) for immediate use and application; and

WHEREAS, the District desires to provide for future amendment of the Records Retention Policy.

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

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District’s records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include, but not be limited to, the following:

- A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B. Coordinate the District's records inventory;
- C. Maintain records retention and disposition forms;
- D. Coordinate District records management training;
- E. Develop records management procedures consistent with the attached Records Retention Policy, as amended;
- F. Participate in the District's development of electronic record keeping systems;
- G. Submit annual compliance statements;
- H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State (the "Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic change does not permit the disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Composite Exhibit A: General Records Schedules, GS1-SL and GS3

Composite Exhibit A:

General Records Schedules Established by the Division (GS1-SL and GS3)

[attach, if Option 2 adopted]

SECTION P

RESOLUTION 2026-16

A RESOLUTION BY THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, *FLORIDA STATUTES*; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

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

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

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

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

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: Internal Controls Policy

Exhibit A: Internal Controls Policy

**DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
INTERNAL CONTROLS POLICY**

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for Dowden Central Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. “Abuse” means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. “Assets” means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. “Auditor” means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. “Board” means the Board of Supervisors for the District.
- 2.5. “District Management” means (i) the independent contractor (and its employees and agents) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees and agents) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.
- 2.6. “Fraud” means obtaining something of value or causing loss to another through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity’s assets, bribery, or the use of one’s position for personal enrichment through the deliberate misuse or misapplication of an organization’s resources.
- 2.7. “Internal Controls” means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant

agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.

- 2.8. “Risk” means anything that could negatively impact the District’s ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. “Waste” means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

3.1. Ethical and Honest Behavior.

- 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors, and others.
- 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
- 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management’s Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

- 5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:
 - 5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:
 - 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

- 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
- 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
- 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
- 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
- 5.1.1.7. Retaining and restricting access to sensitive documents.
- 5.1.1.8. Performing regular electronic data backups.

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

- 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
- 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
- 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.
- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

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

Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including, but not limited to, any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

- 7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
 - 7.1.1.1. Review its operational processes.
 - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
 - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
 - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.
 - 7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste, or Abuse.
 - 7.1.1.6. Train its employees in implementing new controls or improvements to existing controls.
- 7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*
Effective date: March 27, 2026

SECTION R

RESOLUTION 2026-17

A RESOLUTION BY THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at Governmental Management Services- Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 within Orange County, Florida.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

SECTION S

RESOLUTION 2026-18

A RESOLUTION BY THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*; and

WHEREAS, District records are available for public review and inspection at the offices of Governmental Management Services- Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

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

SECTION 1. The District’s local records office shall be located at:

Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

SECTION 2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

SECTION T



Align the future. ReAlign the past.

Customized ADA Compliant Website Proposal
for:

**Dowden Central
Community Development District**

March 17, 2026

Project Scope

Website Design Overview

1. Project Background and Description

Dowden Central CDD (the client) is seeking an ADA compliant website.

2. Project Scope

ReAlign Web Design (the company) will create and design a new website for **the client**. The website will aim to portray the CDD in a professional image while serving several functions such as; district information center, document storage, Florida statute requirement fulfillment, and ADA compliance.

The website will have standard security including antivirus, firewall and SSL encryption. The website will be compliant with Section 508 of the Americans with Disabilities Act (ADA) and will maintain a conformance level of AA with the Web Content Accessibility Guidelines 2.1 (WCAG 2.1).

The project is considered finished when **the client** is satisfied with the implementation of the website provided, within reason. **The company** will provide an invoice upon completion and implementation of the website. Any further revisions beyond the finished website may be subject to a fee.

3. Deliverables

The company: One completed website, site content and images, website security, antivirus and firewall, SSL implementation, domain transfer (if necessary), DNS and hosting setup, ADA Section 508 compliance and WCAG 2.1 AA conformity.

The client: Payment upon completion and invoice receipt and any content required to complete the project within the scope of work including proprietary property.

4. Price - \$1,750 Upon Completion

The company will bill \$1,750 upon completion of the finished website and acceptance by **the client**.

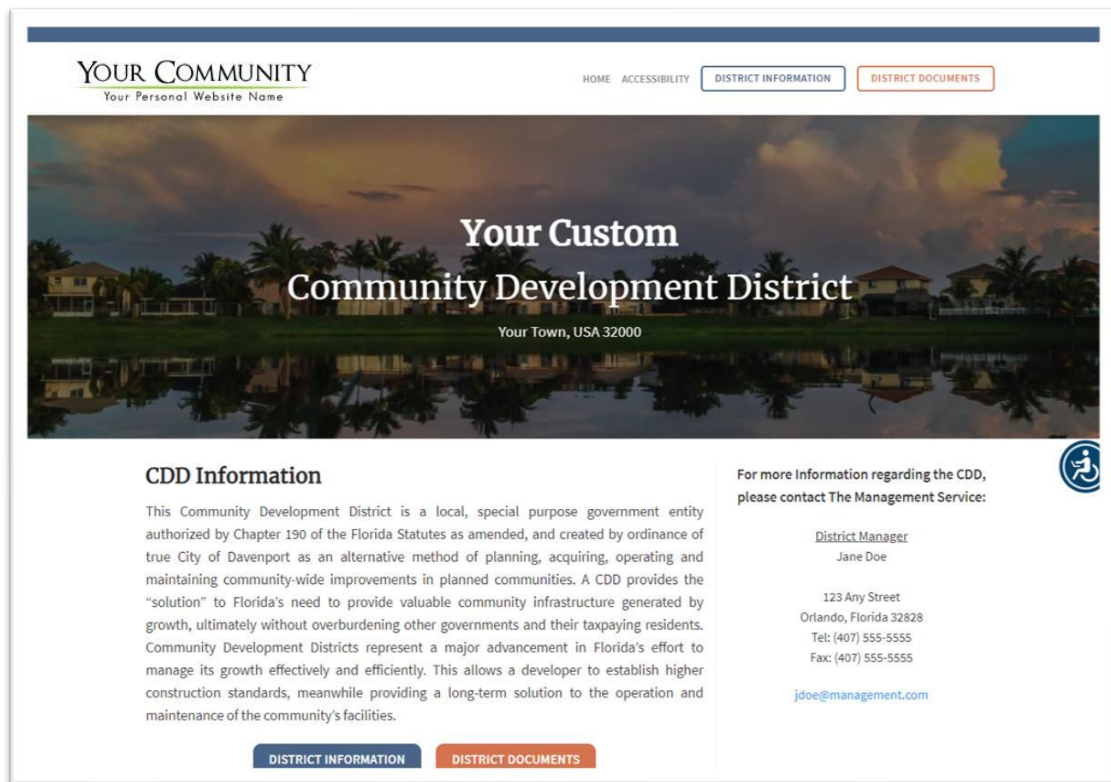
5. High-Level Timeline/Schedule

The company will utilize best efforts to deliver the completed website within one month of an executed agreement and authority to proceed.

Demo Content – Everything is Customized

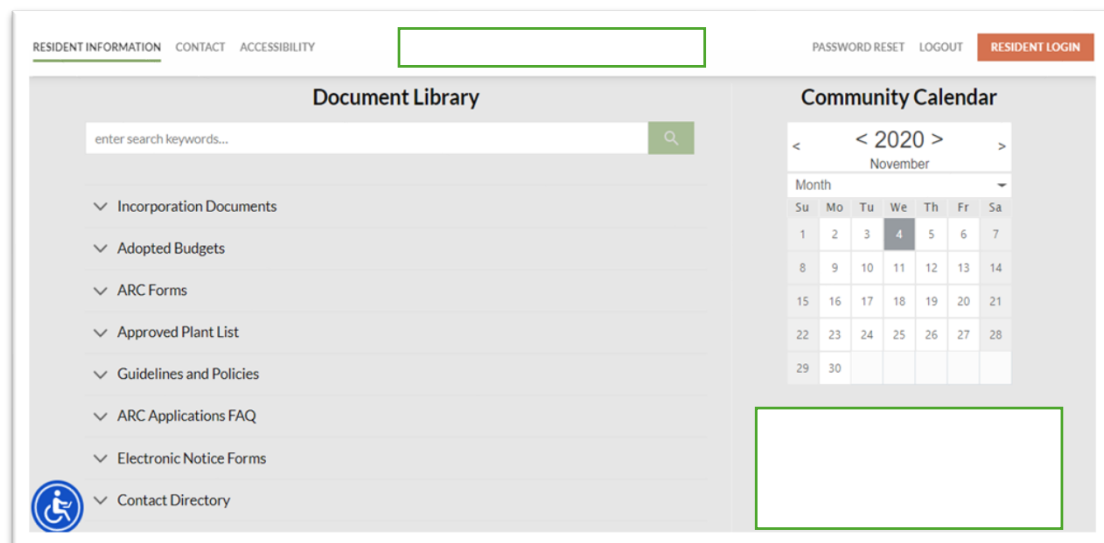
Custom Website Design

Featuring a welcome page with public information, community features and documents.



Document Storage

Quickly search, find, and download community documents like budgets, notices, and more.



Community Information

Display the current board, meeting notices, and other important information.

BOARD OF DIRECTORS

CDD Board

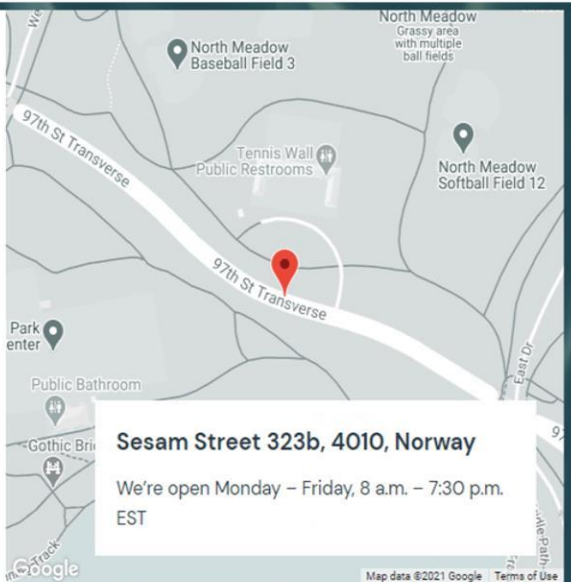
			
TROY GRAY BOARD MEMBER	JULY WOOD BOARD MEMBER	NICO VULTURE BOARD MEMBER	RICHY LACE BOARD MEMBER
f t i e i	f t i e i	f t i e i	f t i e i
Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.	Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.	Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.	Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh.

Easy Contact

Custom contact options that notify the board and/or management company.

GET IN TOUCH

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat.



Sesam Street 323b, 4010, Norway

We're open Monday – Friday, 8 a.m. – 7:30 p.m. EST

Indemnification: The Company warrants that all accessibility compliance seals warrant a passing grade from the UserWay accessibility testing widget at the time of testing according to the standards set forth by UserWay. The Company does not independently verify the accuracy of accessibility tests. The Client specifically recognizes and acknowledges that ADA Section 508 guidelines and WCAG 2.1 guidelines are constantly changing and that at the time of this Agreement there is no single definitive authority on digital accessibility standards. Upon acceptance of the completed website, the Client assumes title to the website along with all responsibility for maintaining ADA 508 and WCAG 2.1 conformity and compliance. At the moment of transfer of title of the website to the Client and thereafter in perpetuity, the Client shall indemnify, defend and hold Company and its owners, shareholders, officers, directors, partners, partnerships, affiliates, subsidiaries, divisions or employees, authorized agents, independent contractors and permitted assigns ("Company Indemnified Parties") harmless from and against any and all claims, suits, actions, demands, and proceedings of any kind ("Claims"), threatened, asserted or filed against Company or any and all Company Indemnified Parties by any third party, and any damages, losses, expenses, liabilities or costs of any kind (including but not limited to reasonable attorneys' fees, witness fees and court costs) which may be incurred in connection with such Claims (including those necessary to successfully establish the right to indemnification), regarding non-compliance with any ADA Section 508 guidelines and WCAG 2.1 guidelines or similar regulations and cannot be held liable for any lawsuits arising therefrom.

Approval and Authority to Proceed

We approve the project as described above and authorize the team to proceed.

Service	Acceptance
Website creation - \$1,750 one-time fee	
ADA Compliance Audits - \$960 annually	

Approved By _____

Date _____

SECTION U

RESOLUTION 2026-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON AND VICE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS, AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Orlando, Orange County, Florida, and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including, but not limited to, roadways, stormwater management system, water, wastewater and reclaim utilities, hardscape, landscape and irrigation, undergrounding of conduit, recreational amenities, and professional fees; and

WHEREAS, the District intends to adopt that certain *Dowden Central Community Development District Master Engineer's Report*, dated March 27, 2026 (the "Engineer's Report"), which sets forth the scope of the District's capital improvement plan and the improvements that are to be constructed thereto (the "Improvements"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey, and dedicate certain interests in real and personal property, including, but not limited to, easements, plat dedications, requisitions, deeds, and bills of sale for infrastructure improvements (the "Permits and Conveyances"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chairperson and the Vice Chairperson to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan (the "Conveyance Authority"); and

WHEREAS, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan, and necessary for the development of the Improvements; and

WHEREAS, the Board of Supervisors of the District finds that granting to the Chairperson and the Vice Chairperson the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. DELEGATION OF AUTHORITY. The Chairperson and the Vice Chairperson of the District's Board of Supervisors are hereby authorized to sign, accept, or execute Permits and Conveyances as defined above. The Vice Chairperson, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances signed by the Chairperson or the Vice Chairperson, respectively. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary
Board of Supervisors

Chairperson / Vice Chairperson,

SECTION V

RESOLUTION 2026-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AUTHORIZATION TO PAY INVOICES FOR WORK PREVIOUSLY APPROVED; AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF SUPERVISORS AND THE DISTRICT MANAGER TO ENTER INTO TIME SENSITIVE AND EMERGENCY CONTRACTS AND DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; PROVIDING FOR THE REPEAL OF PRIOR SPENDING AUTHORIZATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Dowden Central Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (the “**Board**”) typically meets on an as needed basis, and in no event more than monthly, to conduct the business of the District, including approval of proposals, authorizing the entering into of agreements or contracts, and authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board contracted with the District Manager to timely pay the District’s vendors and perform other management functions; and

WHEREAS, the Board desires to confirm that the District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board and such payments do not need to be approved by the Board prior to payment; and

WHEREAS, the Board recognizes that certain time sensitive or emergency issues may arise from time to time that require approval outside of regular monthly meetings;

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities, to authorize limited spending authority to the Chairperson (or Vice-Chairperson if the Chairperson is unavailable) of the Board and the District Manager between regular monthly meetings, for work and services that are time sensitive and/or emergency in nature.

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

1. **Authorization to Pay Invoices for Work Previously Approved.** The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the

Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.

2. **Limited Spending Authorization.** The Board hereby authorizes the individuals stated below to exercise their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval, for expenses (1) that are required to provide for the health, safety, and welfare of the residents within the District, (2) for the maintenance, repair, or replacement of a District asset, or (3) to remedy an unforeseen disruption in services relating to the District's facilities or assets, and such disruption would result in significantly higher expenses unless the contract is entered into immediately.
 - a. The District Manager may individually authorize such expense up to Five Thousand Dollars (\$5,000) per proposal/event.
 - b. The Chairperson (or Vice Chairperson if the Chairperson is unavailable) may individually authorize such expenses up to Ten Thousand Dollars (\$10,000) per proposal/event.
 - c. The District Manager and Chair (or Vice-Chair if the Chair is unavailable) may jointly authorize such expenses up to Twenty-Five Thousand Dollars (\$25,000) per proposal/event.
3. **Ratification of Spending Authorization at Future Meeting.** Any payment made or contract entered into pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.
4. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

SECTION W

RESOLUTION 2026-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Dowden Central Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within the City of Orlando, Orange County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District Board of Supervisors to enter into various contracts for the purposes set forth therein; and

WHEREAS, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

WHEREAS, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of The Electronic Signature Act of 1996, intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

WHEREAS, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES. Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS. All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third-party vendors that increase the efficiency of the District’s operations.

SECTION 4. CONTROLS PROCESSES AND PROCEDURES. The District Board of Supervisors hereby authorizes and directs the District Manager to create control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of March, 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chairperson

SECTION X

RESOLUTION 2026-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

WHEREAS, the District's Board of Supervisors (the “Board”) meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

WHEREAS, the Board may establish monthly, quarterly, or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

SECTION 1. Continuing Expenses: The Board hereby authorizes the payment of invoices of continuing expenses that meet the following requirements:

1. The invoices must be due on or before the next scheduled meeting of the Board.
2. The invoice must be pursuant to a contract or agreement authorized by the Board.
3. The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.
4. The invoice amount will not cause payments to exceed the adopted budget of the District.

SECTION 2. Non-Continuing Expenses: The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses that are: 1) required to provide for the health, safety, and welfare of the residents within the District; or 2) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, pursuant to the following schedule:

1. Non-Continuing Expenses Not Exceeding \$10,000 - with approval of the District Manager;

2. Non-Continuing Expenses Exceeding \$10,000 - with approval of the District Manager and Chairperson of the Board.

SECTION 3. Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary
Board of Supervisors

Chairperson / Vice Chairperson,

SECTION Y

RESOLUTION 2026-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT ENGINEER, OR ANOTHER INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS, TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

WHEREAS, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

WHEREAS, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

WHEREAS, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

WHEREAS, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

SECTION 1. The District Engineer, the District Manager, or another individual as shall be appointed by the Board (the "Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

SECTION 2. The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

SECTION 3. The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

SECTION 4. Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs, and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

SECTION 5. The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including, but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

SECTION 6. The District Manager is hereby authorized to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

SECTION 7. The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District (also referred to as "Owner").

SECTION 8. The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts, including, but not limited to, the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District's Chairperson and/or the Board, and are hereby ratified, approved and confirmed in all respects.

SECTION 9. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 10. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

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PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: Form of Work Authorization
Comp. Exhibit B: Procurement Procedures for Direct Purchase Material

EXHIBIT A
Work Authorization
Dowden Central Community Development District

Dear Chairperson, Board of Supervisors:

Dewberry Engineers Inc. (“Engineer”) is pleased to submit this work authorization to provide engineering services to Dowden Central Community Development District. We will provide these services pursuant to our current agreement dated on or around March 27, 2026, (“Engineering Agreement”) as follows:

I. Scope of Work

Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

II. Compensation

Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

III. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

Engineer hereby represents it understands and will abide by all terms of the District’s Procurement Procedures for Direct Purchase Materials (also referred to as “Owner Purchased Materials”). In preparing and executing any documentation for purposes of ordering or purchasing materials in the name of and on behalf of the District, Engineer will affirm that the vendor supplying the Direct Purchase Materials is not also the installer of the Direct Purchase Materials, and, further, will affirm that the installer of the Direct Purchase Materials did not manufacture, fabricate, or furnish the Direct Purchase Materials.

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

Sincerely,

Rey Malave, P.E.

APPROVED AND ACCEPTED

Authorized Representative Dowden Central
Community Development District
Date: _____

COMPOSITE EXHIBIT B

PROCUREMENT PROCEDURES FOR DIRECT PURCHASE MATERIAL

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to the CONTRACTOR ordering construction materials, the CONTRACTOR shall prepare and forward to the OWNER a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which the CONTRACTOR plans to order from each supplier so that the OWNER may, in its sole discretion, elect to purchase directly such construction materials.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in substantially the form attached hereto as **Attachment 2**, or as modified from time to time in the District's discretion, for construction materials which the OWNER wishes to purchase directly.

Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Direct Purchase Materials (also referred to as "Owner Purchased Material(s)") on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3** and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties, and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to the CONTRACTOR placing the OWNER'S order for the construction materials, the OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to the CONTRACTOR and to the supplier. Promptly upon receipt of the Direct Purchase Materials specified in each Purchase Order, the CONTRACTOR shall verify the purchase of the Direct Purchase Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Direct Purchase Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, the OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Direct Purchase Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had the CONTRACTOR purchased) for any previously purchased Direct Purchase Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced

automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount the OWNER pays for Direct Purchase Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax-exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of the OWNER, and the CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Direct Purchase Materials. In order to arrange for the prompt payment to the suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the OWNER of the Direct Purchase Materials within fifteen (15) calendar days of receipt of said Direct Purchase Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. The OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

The OWNER shall be responsible for the full payment of all valid and due invoices for Direct Purchase Materials and shall not be entitled to retain the standard five percent (5%) to ten percent (10%) amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

THE CONTRACTOR SHALL AFFIRM THAT THE VENDOR SUPPLYING THE DIRECT PURCHASE MATERIALS IS NOT ALSO THE INSTALLER OF THE DIRECT PURCHASE MATERIALS. THE CONTRACTOR SHALL FURTHER AFFIRM THAT THE INSTALLER OF THE DIRECT PURCHASE MATERIALS DID NOT MANUFACTURE, FABRICATE, OR FURNISH THE DIRECT PURCHASE MATERIALS.

7. Contractor Responsibilities. The CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials, including Direct Purchase Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection, and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. The CONTRACTOR shall serve as bailee with respect to such Direct Purchase Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished, including Direct Purchase Materials. The CONTRACTOR shall provide all services required for the unloading, handling, and storage of construction materials through installation including Direct Purchase Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Direct Purchase Materials arising from the CONTRACTOR's actions.

7.1 Inspection and Documentation. As Direct Purchase Materials are delivered to the job site, the CONTRACTOR shall visually inspect all shipments from the suppliers and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Direct Purchase Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Direct Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the fifteenth (15) and last

day of each month (or the next succeeding business day), the CONTRACTOR shall review all invoices submitted by all suppliers of Direct Purchase Materials delivered to the project sites during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon the CONTRACTOR's records of Direct Purchase Materials delivered to the site and whether any defects or non-conformities exist in such Direct Purchase Materials.

7.2 Warranties, Guarantees, Repairs, and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the OWNER all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials, including all Direct Purchase Materials. The OWNER's purchase of various construction materials shall not in any manner impact or reduce the CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Direct Purchase Materials it incorporates into the work from the stock of Direct Purchase Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Direct Purchase Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Direct Purchase Materials conform to specifications and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Direct Purchase Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Direct Purchase Materials, the condition of which it either knew or should have known by performance of an inspection, the CONTRACTOR shall be responsible for all damages to the OWNER resulting from the CONTRACTOR's incorporation of such construction materials into the project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Direct Purchase Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Direct Purchase Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Direct Purchase Materials. The OWNER shall be the named insured, and such insurance shall cover the full value of any Direct Purchase Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Direct Purchase Materials and the time when the last of such Direct Purchase Materials is incorporated into the project or consumed in the process of completing the project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and the CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Direct Purchase Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Direct Purchase Materials, regardless of whether the OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing

waiver by the CONTRACTOR includes damages for acceleration and inefficiencies. The CONTRACTOR accepts from the OWNER, as further and specific consideration for the foregoing waivers, the OWNER's undertaking to pay for and finance all Direct Purchase Materials.

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

2. Manufacturer or brand, model or specification number of the item.

3. Quantity needed as estimated by CONTRACTOR. _____

4. The price quoted by the supplier for the construction materials identified above.

\$ _____

5. The sales tax associated with the price quote. \$ _____

6. Shipping and handling insurance cost. \$ _____

7. Delivery dates as established by CONTRACTOR. _____

8. By signing below, CONTRACTOR affirms that it (i) is not the manufacturer of the materials, (ii) does not have exclusive rights from the manufacturer of the materials to furnish and install the materials, and (iii) has not already purchased the materials, and that (iv) the contractor or subcontractor installing the materials is not also selling the materials to the District.

OWNER: **Dowden Central Community Development District**

Authorized Signature (Title)

Date

CONTRACTOR: _____

Authorized Signature (Title)

Date

PURCHASE ORDER
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT

“Owner”

“Seller”

Owner:	Dowden Central Community Development District	Seller:	
Address:	c/o Governmental Management Services- Central Florida, LLC 219 E. Livingston Street Orlando, Florida 32801	Address:	
Phone:	(407) 841-5524	Phone:	

“Project”

Project Name:		Contract Date:	
Project Address:	City of Orlando, Orange County, Florida		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit 1**.

Schedule – The Goods shall be delivered within _____ days from the date of this Order.

Price – \$ _____

Certificate of Exemption # _____ (See **Exhibit 3**)

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit 2**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Dowden Central Community Development District

Owner

By:

Name:

Title:

Date Executed:

Seller

By:

Name:

Title:

Date Executed:

EXHIBIT 1: Proposal
EXHIBIT 2: Terms and Conditions
EXHIBIT 3: District’s Certificate of Exemption

EXHIBIT 1

[Attach proposal]

EXHIBIT 2

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties, and other materials or services (including, without limitation, all packing, loading, or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor; provided, however, that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes*. Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien, or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's properties for the purposes with which the District makes such purchase. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal, and local laws, orders, and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of Owner's limit of liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes,

modifications, waivers, additions, or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions, or amendments are in writing and signed by a duly authorized representative of Owner.

13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special-purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the District's property free of all liens, including equitable liens, claims, or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may, without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates, and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller and its agents and employees shall under no circumstances be deemed employees, agents, or representatives of Owner.
19. NOTICES. Any notice, approval, or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Section 287.133(2)(a), *Florida Statutes*.
21. SCRUTINIZED COMPANIES. In accordance with Section 287.135, *Florida Statutes*, Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies or other Entities that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and, in the event such status changes, Supplier shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit 1**, this document shall control.
25. ANTI-HUMAN TRAFFICKING. Seller certifies and warrants, by acceptance of this purchase order, that neither it nor its principals, employees, agents, subcontractors, or any person or entity acting on its behalf utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Seller agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*.
26. PUBLIC ENTITY CRIMES. Seller represents and warrants that by acceptance of this purchase agreement, Seller has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last 36 months.

EXHIBIT 3

[Attach Certificate of Exemption]

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of **Dowden Central Community Development District** (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____, 20__ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated _____, with _____ (Contractor) for the construction of _____.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: *(You must initial each of the following requirements.)*

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to the Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by the Governmental Entity to the vendor from public funds.
- ____ 4. The Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. The Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax, I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Signature of Authorized Representative
of Governmental Entity

Title

Dowden Central Community Development District
Purchaser's Name

Date

Federal Employer Identification Number: _____
Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

SECTION Z

**DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026 BUDGET FUNDING AGREEMENT**

THIS AGREEMENT (the “Agreement”) is made and entered into this 27th day of March, 2026, by and between:

DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of c/o Governmental Management Services- Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”), and

BEACHLINE SOUTH RESIDENTIAL, LLC, a Florida limited liability company, and the developer of lands within the boundaries of the District, whose mailing address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and its successors and assigns (the “Developer” and together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by Ordinance No. 2026-02, adopted by the City Council of the City of Orlando, effective as of March 16, 2026, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer is the primary developer of the portions of all real property described in **Exhibit A**, attached hereto and incorporated herein by reference (the “**Property**”) within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities, and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the remainder of Fiscal Year 2026, beginning October 1, 2025, and ending September 30, 2026 (the “**Budget**”);

WHEREAS, the Budget, which both Parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations, and services set forth in the Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, Developer agrees that the District activities, operations, and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations, and services set forth in **Exhibit B**; and

WHEREAS, Developer and the District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

SECTION 2. FUNDING. Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the District's Budget, as shown on **Exhibit B** adopted by the District at a duly noticed meeting, shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including any property owned by Developer, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the Budget or otherwise. These payments are made by Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

SECTION 3. CONTINUING LIEN. The District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the execution of this Agreement. If Developer fails to pay sums due according to the terms of this Agreement, at the District Manager's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when Developer has demonstrated, in the District's sole discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the

same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

SECTION 4. ALTERNATIVE COLLECTION METHODS. This Section provides for alternative methods of collection. In the event Developer fails to make payments due to the District pursuant to this Agreement, and the District first provides Developer with written notice of the delinquency to the address identified in this Agreement and such delinquency is not cured within five (5) business days of the notice, then the District shall have the following remedies:

- A. In the alternative or in addition to the collection method set forth in Section 2 above, the District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Orange County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- B. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Orange County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge, object to or otherwise fail to pay such assessments if imposed, as well as the means of collection thereof.

SECTION 5. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 7. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

SECTION 8. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Sections 3 and 4 above.

SECTION 9. THIRD PARTY RIGHTS; TRANSFER OF PROPERTY. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agrees to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the applicable adopted Budget attached hereto as **Exhibit B** to fund any budgeted expenses that may arise during the remainder of the applicable fiscal year. Upon confirmation of the deposit of said funds into escrow, and evidence of an assignment to, and assumption by the purchaser, of this Agreement, Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated. Developer shall give 90 days' prior written notice to the District under this Agreement of any such sale or disposition.

SECTION 10. GOVERNING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties agree and consent to, for the purposes of venue, the exclusive jurisdiction of the courts of Orange County, Florida.

SECTION 11. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 12. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Developer shall: (1) keep and maintain public records required by the District to perform the service; (2) upon request by the District Manager, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; (3) ensure that public records which are exempt or confidential, and exempt from

public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term, if Developer does not transfer the records to the District; and (4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Developer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Developer, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Developer acknowledges that the designated Public Records Custodian for the District is Governmental Management Services- Central Florida, LLC.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JSHOWE@GMSFCFL.COM, OR 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 13. NOTICES. All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the parties, as follows:

A. If to the District: Dowden Central Community Development District
c/o Governmental Management Services- Central Florida
219 East Livingston Street
Orlando, Florida 32801
Attn: Jason Showe, District Manager
E-mail: jshowe@gmsfcfl.com

With copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
E-mail: jennifer@cddlattorneys.com

B. If to Developer Beachline South Residential, LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: _____
E-mail: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to

whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 15. EFFECTIVE DATE. This Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 16. ANTI-HUMAN TRAFFICKING AFFIDAVIT. Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Developer agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Developer refuses to sign said affidavit, the District may terminate this Agreement immediately.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

BEACHLINE SOUTH RESIDENTIAL, LLC

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

Chairperson / Vice Chairperson,
Board of Supervisors

EXHIBIT A
The Property

A PORTION OF LANDS LYING IN SECTIONS 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°08'54"W ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 35, A DISTANCE OF 693.62 FEET; THENCE N89°51'06"W, A DISTANCE OF 75.95 FEET TO THE POINT OF BEGINNING; THENCE S00°13'58"E, A DISTANCE OF 77.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 901.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF S19°17'04"E AND A CHORD DISTANCE OF 588.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 599.48 FEET TO THE POINT OF TANGENCY; THENCE S38°20'10"E, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1049.95 FEET, A CENTRAL ANGLE OF 25°48'04", A CHORD BEARING OF S25°26'08"E AND A CHORD DISTANCE OF 468.82 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 472.81 FEET TO THE POINT OF TANGENCY; THENCE S12°32'06"E, A DISTANCE OF 57.81 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES AND DISTANCES: S60°51'06"E, A DISTANCE OF 65.89 FEET; THENCE S79°30'16"E, A DISTANCE OF 152.71 FEET; THENCE N79°07'58"E, A DISTANCE OF 73.73 FEET; THENCE S76°04'22"E, A DISTANCE OF 115.36 FEET; THENCE S57°46'03"E, A DISTANCE OF 97.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 17187.00 FEET, A CENTRAL ANGLE OF 00°13'24", A CHORD BEARING OF N75°39'33"E AND A CHORD DISTANCE OF 66.95 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.95 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 661.23 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20250386088 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 1057.52 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20240397368 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, S16°27'23"W, A DISTANCE OF 1909.02 FEET TO THE SOUTHERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTHERLY LINE, N90°00'00"W, A DISTANCE OF 697.20 FEET TO THE END OF SAID SOUTHERLY LINE; THENCE CONTINUE N90°00'00"W, A DISTANCE OF 873.94 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382 OF SAID PUBLIC RECORDS; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2492.98 FEET, A CENTRAL ANGLE OF 02°59'41", A CHORD BEARING OF S10°42'41"E AND A CHORD DISTANCE OF 130.28 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 130.30 FEET TO THE POINT OF TANGENCY; THENCE S12°12'32"E, A DISTANCE OF 127.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2136.98 FEET, A CENTRAL ANGLE OF 31°08'00", A CHORD BEARING OF S03°21'28"W AND A CHORD DISTANCE OF 1146.96 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1161.19 FEET TO THE POINT OF TANGENCY;

THENCE S18°55'29"W, A DISTANCE OF 208.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 14°12'37", A CHORD BEARING OF S11°49'10"W AND A CHORD DISTANCE OF 459.23 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 460.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 06°17'59", A CHORD BEARING OF S01°33'52"W AND A CHORD DISTANCE OF 204.01 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 204.10 FEET, RETURNING TO A POINT ON SAID EASTERLY LINE, SAID POINT BEING A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 31°09'40", A CHORD BEARING OF S17°09'58"E AND A CHORD DISTANCE OF 997.21 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1009.61 FEET TO THE POINT OF TANGENCY; THENCE S32°44'48"E, A DISTANCE OF 218.30 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1963.36 FEET, A CENTRAL ANGLE OF 47°37'46", A CHORD BEARING OF S08°55'55"E AND A CHORD DISTANCE OF 1585.53 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1632.12 FEET TO THE POINT OF TANGENCY; THENCE S14°52'59"W, A DISTANCE OF 318.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2066.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF S07°39'24"W AND A CHORD DISTANCE OF 519.75 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 521.14 FEET TO THE POINT OF TANGENCY; THENCE S00°25'50"W, A DISTANCE OF 688.89 FEET TO THE NORTH RIGHT OF WAY LINE OF WEWAHOOTEE ROAD, BEING A 30.00 FOOT WIDE RIGHT OF WAY, AS RECORDED IN INSTRUMENT NUMBER 20220248477, OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N89°34'10"W, A DISTANCE OF 100.00 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: N00°25'50"E, A DISTANCE OF 688.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2166.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF N07°39'24"E AND A CHORD DISTANCE OF 544.91 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 546.36 FEET TO THE POINT OF TANGENCY; THENCE N14°52'59"E, A DISTANCE OF 280.55 FEET TO THE WEST LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 30°32'14", A CHORD BEARING OF N00°23'08"W AND A CHORD DISTANCE OF 1027.04 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1039.30 FEET TO THE SOUTH LINE OF STARWOOD PHASE N-7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118, PAGES 106 THROUGH 114, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE, S87°12'24"W, A DISTANCE OF 651.62 FEET; THENCE N63°21'50"W, A DISTANCE OF 217.15 FEET; THENCE N01°30'57"W, A DISTANCE OF 68.04 FEET; THENCE N63°21'19"W, A DISTANCE OF 1442.29 FEET TO THE EAST LINE OF THE DOWDEN WEST CDD, AS RECORDED IN INSTRUMENT NUMBER 20170217494; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: N26°38'41"E, A DISTANCE OF 449.68 FEET; THENCE N16°53'30"W, A DISTANCE OF 1403.95 FEET;

THENCE N06°27'17"E, A DISTANCE OF 238.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 942.00 FEET, A CENTRAL ANGLE OF 09°37'31", A CHORD BEARING OF S74°00'14"E AND A CHORD DISTANCE OF 158.06 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 158.25 FEET; THENCE N02°48'05"W, A DISTANCE OF 65.11 FEET; THENCE N08°46'50"E, A DISTANCE OF 91.41 FEET; THENCE N18°26'25"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 03°31'44", A CHORD BEARING OF N73°19'27"W AND A CHORD DISTANCE OF 70.32 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.33 FEET TO THE EAST LINE OF STARWOOD PHASE N-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 119 THROUGH 125, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES; THENCE N07°27'21"E, A DISTANCE OF 519.96 FEET; THENCE N67°06'48"E, A DISTANCE OF 1332.34 FEET; THENCE N16°56'45"W, A DISTANCE OF 366.38 FEET; THENCE N76°11'33"W, A DISTANCE OF 786.91 FEET; THENCE S40°44'14"W, A DISTANCE OF 745.19 FEET; THENCE N28°29'44"W, A DISTANCE OF 1511.61 FEET; THENCE N13°59'45"W, A DISTANCE OF 194.58 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES N08°28'31"W, A DISTANCE OF 261.96 FEET; N28°26'51"W, A DISTANCE OF 100.98 FEET TO THE EAST LINE OF AFOREMENTIONED STARWOOD PHASE N-4; THENCE ALONG SAID EAST LINE, N13°59'45"W, A DISTANCE OF 850.25 FEET; THENCE S77°51'13"W, A DISTANCE OF 115.95 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE, N03°53'30"W, A DISTANCE OF 1124.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 7576.94 FEET, A CENTRAL ANGLE OF 00°31'12", A CHORD BEARING OF N86°22'06"E AND A CHORD DISTANCE OF 68.78 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.78 FEET; THENCE S26°53'00"E, A DISTANCE OF 26.15 FEET; THENCE S12°10'47"E, A DISTANCE OF 51.19 FEET; THENCE S26°14'50"E, A DISTANCE OF 107.30 FEET; THENCE S03°51'21"E, A DISTANCE OF 79.51 FEET; THENCE S24°34'26"E, A DISTANCE OF 69.11 FEET; THENCE S06°03'53"E, A DISTANCE OF 114.79 FEET; THENCE S08°21'41"E, A DISTANCE OF 54.25 FEET; THENCE S12°15'42"E, A DISTANCE OF 40.05 FEET; THENCE S07°55'32"W, A DISTANCE OF 21.05 FEET; THENCE N69°29'37"E, A DISTANCE OF 84.30 FEET; THENCE S03°29'17"E, A DISTANCE OF 35.35 FEET; THENCE S68°36'33"W, A DISTANCE OF 49.22 FEET; THENCE S86°49'22"W, A DISTANCE OF 29.51 FEET; THENCE S21°23'23"W, A DISTANCE OF 40.23 FEET; THENCE S21°02'51"E, A DISTANCE OF 47.72 FEET; THENCE S41°02'09"E, A DISTANCE OF 70.79 FEET; THENCE S25°10'29"W, A DISTANCE OF 46.76 FEET; THENCE S01°20'46"W, A DISTANCE OF 70.63 FEET; THENCE S58°11'06"W, A DISTANCE OF 63.53 FEET; THENCE S15°14'36"E, A DISTANCE OF 77.69 FEET; THENCE S28°28'18"E, A DISTANCE OF 71.54 FEET; THENCE S10°53'59"E, A DISTANCE OF 76.24 FEET; THENCE S79°42'14"E, A DISTANCE OF 34.76 FEET; THENCE S51°07'29"W, A DISTANCE OF 45.45 FEET; THENCE S06°11'10"E, A DISTANCE OF 37.88 FEET; THENCE S22°22'24"E, A DISTANCE OF 80.50 FEET; THENCE N33°49'25"E, A DISTANCE OF 122.12 FEET; THENCE S12°23'01"E, A DISTANCE OF 105.24 FEET; THENCE S10°13'56"W, A DISTANCE OF 53.49 FEET; THENCE S04°59'42"E, A DISTANCE OF 57.80 FEET;

THENCE S02°58'32"E, A DISTANCE OF 73.43 FEET; THENCE S32°25'25"E, A DISTANCE OF 15.65 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427 OF SAID PUBLIC RECORDS; THENCE S87°06'25"E, ALONG SAID NORTHERLY LINE A DISTANCE OF 1321.17 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN S87°06'25"E, A DISTANCE OF 163.56 FEET; THENCE N77°06'19"E, A DISTANCE OF 25.43 FEET; THENCE N75°29'56"E, A DISTANCE OF 85.44 FEET; THENCE N73°40'37"E, A DISTANCE OF 58.80 FEET; THENCE N81°06'43"E, A DISTANCE OF 90.03 FEET; THENCE S85°50'34"E, A DISTANCE OF 92.43 FEET; THENCE S56°31'03"E, A DISTANCE OF 118.99 FEET; THENCE N81°40'05"E, A DISTANCE OF 87.26 FEET; THENCE N12°34'41"E, A DISTANCE OF 82.86 FEET; THENCE N01°55'19"W, A DISTANCE OF 104.62 FEET; THENCE N60°28'01"E, A DISTANCE OF 142.00 FEET; THENCE S82°08'13"E, A DISTANCE OF 132.31 FEET; THENCE N69°29'56"E, A DISTANCE OF 88.26 FEET; THENCE N40°13'33"E, A DISTANCE OF 100.42 FEET; THENCE N18°18'04"W, A DISTANCE OF 63.33 FEET; THENCE N00°19'14"W, A DISTANCE OF 67.91 FEET; THENCE N55°29'12"E, A DISTANCE OF 99.23 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 949.95 FEET, A CENTRAL ANGLE OF 05°45'23", A CHORD BEARING OF N35°27'29"W AND A CHORD DISTANCE OF 95.40 FEET; THENCE RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.44 FEET TO THE POINT OF TANGENCY; THENCE N38°20'10"W, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1001.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF N19°17'04"W AND A CHORD DISTANCE OF 653.77 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 665.98 FEET; THENCE N00°13'58"W, A DISTANCE OF 74.62 FEET; THENCE S60°13'58"E, A DISTANCE OF 7.51 FEET; THENCE N89°46'02"E, A DISTANCE OF 80.00 FEET; THENCE N64°46'02"E, A DISTANCE OF 14.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,517,581 SQUARE FEET OR 379.19 ACRES MORE OR LESS.

Exhibit B
Fiscal Year 2026 Budget

SECTION IV

SECTION A

RESOLUTION 2026-24

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL
COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL
MEETING SCHEDULE FOR FISCAL YEAR 2026; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board of Supervisors of the District desires to adopt the annual meeting schedule for the remainder of the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“Fiscal Year 2026”), attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: Fiscal Year 2026 Annual Meeting Schedule

Exhibit A:
Fiscal Year 2026 Annual Meeting Schedule

**BOARD OF SUPERVISORS MEETING DATES
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026**

The Board of Supervisors of Dowden Central Community Development District will hold their regular meetings for Fiscal Year 2026 at 8:30 am on the third Thursday of every month, at the Offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, Florida 32801, unless otherwise indicated as follows:

**April 16, 2026
May 21, 2026
June 18, 2026
July 16, 2026
August 20, 2026
September 17, 2026**

The meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for assistance in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that, accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jason Showe
District Manager

SECTION B

RESOLUTION 2026-25

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR LANDOWNERS' MEETING OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, by the City of Orlando, and being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the District's Board of Supervisors (the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing five (5) supervisors for the District.

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

SECTION 1. In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect five (5) supervisors of the District, shall be held on _____, _____, 2026, at _____ a.m./p.m. at Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801

SECTION 2. The District's Secretary is hereby directed to publish notice of this landowners' meeting and election in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 3. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced at the Board's organizational meeting held on the 27th day of March, 2026. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Composite Exhibit A**. Such documents are available for review and copying during normal business hours at the Office of the District Manager, Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisor

Composite Exhibit A: Sample Notice of Landowners' Meeting and Election, Proxy, Ballot Form and Instructions

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD
OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Dowden Central Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 379.19 acres, generally located south of Dowden Road and east of Launch Pt Road, situated entirely within the City of Orlando, Orange County, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners' meeting and election, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE & TIME: _____ at _____ .M.
PLACE: Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, c/o Governmental Management Services- Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the "District Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Office. There may be an occasion where one or more supervisors will participate by speaker telephone. Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (407) 841-5524, at least three business days before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 or (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that, accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Jason Showe
District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL PAID CIRCULATION IN THE AREA OF THE DISTRICT.

LANDOWNER PROXY
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA - _____, 2026

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of Dowden Central Community Development District to be held on _____, 2026 at _____ a.m./p.m. at the **Governmental Management Services- Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801**, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Beachline South Residential, LLC
Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description

Acreage

Authorized Votes

[See legal description attached]

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: 380

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes*, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership, or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

LEGAL DESCRIPTION OF DOWDEN CENTRAL CDD

LEGAL DESCRIPTION:

A PORTION OF LANDS LYING IN SECTIONS 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°08'54"W ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 35, A DISTANCE OF 693.62 FEET; THENCE N89°51'06"W, A DISTANCE OF 75.95 FEET TO THE POINT OF BEGINNING; THENCE S00°13'58"E, A DISTANCE OF 77.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 901.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF S19°17'04"E AND A CHORD DISTANCE OF 588.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 599.48 FEET TO THE POINT OF TANGENCY; THENCE S38°20'10"E, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1049.95 FEET, A CENTRAL ANGLE OF 25°48'04", A CHORD BEARING OF S25°26'08"E AND A CHORD DISTANCE OF 468.82 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 472.81 FEET TO THE POINT OF TANGENCY; THENCE S12°32'06"E, A DISTANCE OF 57.81 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES AND DISTANCES: S60°51'06"E, A DISTANCE OF 65.89 FEET; THENCE S79°30'16"E, A DISTANCE OF 152.71 FEET; THENCE N79°07'58"E, A DISTANCE OF 73.73 FEET; THENCE S76°04'22"E, A DISTANCE OF 115.36 FEET; THENCE S57°46'03"E, A DISTANCE OF 97.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 17187.00 FEET, A CENTRAL ANGLE OF 00°13'24", A CHORD BEARING OF N75°39'33"E AND A CHORD DISTANCE OF 66.95 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.95 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 661.23 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20250386088 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 1057.52 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20240397368 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, S16°27'23"W, A DISTANCE OF 1909.02 FEET TO THE SOUTHERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTHERLY LINE, N90°00'00"W, A DISTANCE OF 697.20 FEET TO THE END OF SAID SOUTHERLY LINE; THENCE CONTINUE N90°00'00"W, A DISTANCE OF 873.94 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382 OF SAID PUBLIC RECORDS; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2492.98 FEET, A CENTRAL ANGLE OF 02°59'41", A CHORD BEARING OF S10°42'41"E AND A CHORD DISTANCE OF 130.28 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 130.30 FEET TO THE POINT OF TANGENCY; THENCE S12°12'32"E, A DISTANCE OF 127.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2136.98 FEET, A CENTRAL ANGLE OF 31°08'00", A CHORD BEARING OF S03°21'28"W AND A CHORD DISTANCE OF 1146.96 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1161.19 FEET TO THE POINT OF TANGENCY; THENCE S18°55'29"W, A DISTANCE OF 208.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 14°12'37", A CHORD BEARING OF S11°49'10"W AND A CHORD DISTANCE OF 459.23 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 460.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 06°17'59", A CHORD BEARING OF S01°33'52"W AND A CHORD DISTANCE OF 204.01 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 204.10 FEET, RETURNING TO A POINT ON SAID

EASTERLY LINE, SAID POINT BEING A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 31°09'40", A CHORD BEARING OF S17°09'58"E AND A CHORD DISTANCE OF 997.21 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1009.61 FEET TO THE POINT OF TANGENCY; THENCE S32°44'48"E, A DISTANCE OF 218.30 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1963.36 FEET, A CENTRAL ANGLE OF 47°37'46", A CHORD BEARING OF S08°55'55"E AND A CHORD DISTANCE OF 1585.53 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1632.12 FEET TO THE POINT OF TANGENCY; THENCE S14°52'59"W, A DISTANCE OF 318.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2066.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF S07°39'24"W AND A CHORD DISTANCE OF 519.75 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 521.14 FEET TO THE POINT OF TANGENCY; THENCE S00°25'50"W, A DISTANCE OF 688.89 FEET TO THE NORTH RIGHT OF WAY LINE OF WEWAHOOTEE ROAD, BEING A 30.00 FOOT WIDE RIGHT OF WAY, AS RECORDED IN INSTRUMENT NUMBER 20220248477, OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N89°34'10"W, A DISTANCE OF 100.00 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: N00°25'50"E, A DISTANCE OF 688.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2166.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF N07°39'24"E AND A CHORD DISTANCE OF 544.91 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 546.36 FEET TO THE POINT OF TANGENCY; THENCE N14°52'59"E, A DISTANCE OF 280.55 FEET TO THE WEST LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 30°32'14", A CHORD BEARING OF N00°23'08"W AND A CHORD DISTANCE OF 1027.04 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1039.30 FEET TO THE SOUTH LINE OF STARWOOD PHASE N-7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118, PAGES 106 THROUGH 114, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE, S87°12'24"W, A DISTANCE OF 651.62 FEET; THENCE N63°21'50"W, A DISTANCE OF 217.15 FEET; THENCE N01°30'57"W, A DISTANCE OF 68.04 FEET; THENCE N63°21'19"W, A DISTANCE OF 1442.29 FEET TO THE EAST LINE OF THE DOWDEN WEST CDD, AS RECORDED IN INSTRUMENT NUMBER 20170217494; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: N26°38'41"E, A DISTANCE OF 449.68 FEET; THENCE N16°53'30"W, A DISTANCE OF 1403.95 FEET; THENCE N06°27'17"E, A DISTANCE OF 238.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 942.00 FEET, A CENTRAL ANGLE OF 09°37'31", A CHORD BEARING OF S74°00'14"E AND A CHORD DISTANCE OF 158.06 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 158.25 FEET; THENCE N02°48'05"W, A DISTANCE OF 65.11 FEET; THENCE N08°46'50"E, A DISTANCE OF 91.41 FEET; THENCE N18°26'25"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 03°31'44", A CHORD BEARING OF N73°19'27"W AND A CHORD DISTANCE OF 70.32 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.33 FEET TO THE EAST LINE OF STARWOOD PHASE N-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 119 THROUGH 125, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: THENCE N07°27'21"E, A DISTANCE OF 519.96 FEET; THENCE N67°06'48"E, A DISTANCE OF 1332.34 FEET; THENCE N16°56'45"W, A DISTANCE OF 366.38 FEET; THENCE N76°11'33"W, A DISTANCE OF 786.91 FEET; THENCE S40°44'14"W, A DISTANCE OF 745.19 FEET; THENCE N28°29'44"W, A DISTANCE OF 1511.61 FEET; THENCE N13°59'45"W, A DISTANCE OF 194.58 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES N08°28'31"W, A DISTANCE OF 261.96 FEET; N28°26'51"W, A DISTANCE OF 100.98 FEET TO THE EAST LINE OF AFOREMENTIONED STARWOOD PHASE N-4; THENCE ALONG SAID EAST LINE, N13°59'45"W, A DISTANCE OF 850.25 FEET; THENCE S77°51'13"W, A DISTANCE OF 115.95 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE, N03°53'30"W, A

DISTANCE OF 1124.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 7576.94 FEET, A CENTRAL ANGLE OF 00°31'12", A CHORD BEARING OF N86°22'06"E AND A CHORD DISTANCE OF 68.78 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.78 FEET; THENCE S26°53'00"E, A DISTANCE OF 26.15 FEET; THENCE S12°10'47"E, A DISTANCE OF 51.19 FEET; THENCE S26°14'50"E, A DISTANCE OF 107.30 FEET; THENCE S03°51'21"E, A DISTANCE OF 79.51 FEET; THENCE S24°34'26"E, A DISTANCE OF 69.11 FEET; THENCE S06°03'53"E, A DISTANCE OF 114.79 FEET; THENCE S08°21'41"E, A DISTANCE OF 54.25 FEET; THENCE S12°15'42"E, A DISTANCE OF 40.05 FEET; THENCE S07°55'32"W, A DISTANCE OF 21.05 FEET; THENCE N69°29'37"E, A DISTANCE OF 84.30 FEET; THENCE S03°29'17"E, A DISTANCE OF 35.35 FEET; THENCE S68°36'33"W, A DISTANCE OF 49.22 FEET; THENCE S86°49'22"W, A DISTANCE OF 29.51 FEET; THENCE S21°23'23"W, A DISTANCE OF 40.23 FEET; THENCE S21°02'51"E, A DISTANCE OF 47.72 FEET; THENCE S41°02'09"E, A DISTANCE OF 70.79 FEET; THENCE S25°10'29"W, A DISTANCE OF 46.76 FEET; THENCE S01°20'46"W, A DISTANCE OF 70.63 FEET; THENCE S58°11'06"W, A DISTANCE OF 63.53 FEET; THENCE S15°14'36"E, A DISTANCE OF 77.69 FEET; THENCE S28°28'18"E, A DISTANCE OF 71.54 FEET; THENCE S10°53'59"E, A DISTANCE OF 76.24 FEET; THENCE S79°42'14"E, A DISTANCE OF 34.76 FEET; THENCE S51°07'29"W, A DISTANCE OF 45.45 FEET; THENCE S06°11'10"E, A DISTANCE OF 37.88 FEET; THENCE S22°22'24"E, A DISTANCE OF 80.50 FEET; THENCE N33°49'25"E, A DISTANCE OF 122.12 FEET; THENCE S12°23'01"E, A DISTANCE OF 105.24 FEET; THENCE S10°13'56"W, A DISTANCE OF 53.49 FEET; THENCE S04°59'42"E, A DISTANCE OF 57.80 FEET; THENCE S02°58'32"E, A DISTANCE OF 73.43 FEET; THENCE S32°25'25"E, A DISTANCE OF 15.65 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427 OF SAID PUBLIC RECORDS; THENCE S87°06'25"E, ALONG SAID NORTHERLY LINE A DISTANCE OF 1321.17 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN S87°06'25"E, A DISTANCE OF 163.56 FEET; THENCE N77°06'19"E, A DISTANCE OF 25.43 FEET; THENCE N75°29'56"E, A DISTANCE OF 85.44 FEET; THENCE N73°40'37"E, A DISTANCE OF 58.80 FEET; THENCE N81°06'43"E, A DISTANCE OF 90.03 FEET; THENCE S85°50'34"E, A DISTANCE OF 92.43 FEET; THENCE S56°31'03"E, A DISTANCE OF 118.99 FEET; THENCE N81°40'05"E, A DISTANCE OF 87.26 FEET; THENCE N12°34'41"E, A DISTANCE OF 82.86 FEET; THENCE N01°55'19"W, A DISTANCE OF 104.62 FEET; THENCE N60°28'01"E, A DISTANCE OF 142.00 FEET; THENCE S82°08'13"E, A DISTANCE OF 132.31 FEET; THENCE N69°29'56"E, A DISTANCE OF 88.26 FEET; THENCE N40°13'33"E, A DISTANCE OF 100.42 FEET; THENCE N18°18'04"W, A DISTANCE OF 63.33 FEET; THENCE N00°19'14"W, A DISTANCE OF 67.91 FEET; THENCE N55°29'12"E, A DISTANCE OF 99.23 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 949.95 FEET, A CENTRAL ANGLE OF 05°45'23", A CHORD BEARING OF N35°27'29"W AND A CHORD DISTANCE OF 95.40 FEET; THENCE RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.44 FEET TO THE POINT OF TANGENCY; THENCE N38°20'10"W, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1001.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF N19°17'04"W AND A CHORD DISTANCE OF 653.77 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 665.98 FEET; THENCE N00°13'58"W, A DISTANCE OF 74.62 FEET; THENCE S60°13'58"E, A DISTANCE OF 7.51 FEET; THENCE N89°46'02"E, A DISTANCE OF 80.00 FEET; THENCE N64°46'02"E, A DISTANCE OF 14.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,517,581 SQUARE FEET OR 379.19 ACRES MORE OR LESS.

OFFICIAL BALLOT
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
ORANGE COUNTY, FLORIDA
LANDOWNERS' MEETING – _____, 2026

For Election (5 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4)-year term, and the three (3) candidates receiving the next highest number of votes will each receive a two (2)-year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within Dowden Central Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
<u>[See legal description attached]</u>	<u>379.19</u>

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of Beachline South Residential, LLC, (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

NAME OF CANDIDATE	NUMBER OF VOTES
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Date: _____

Signed: _____
Printed Name: _____

LEGAL DESCRIPTION:

A PORTION OF LANDS LYING IN SECTIONS 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°08'54"W ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 35, A DISTANCE OF 693.62 FEET; THENCE N89°51'06"W, A DISTANCE OF 75.95 FEET TO THE POINT OF BEGINNING; THENCE S00°13'58"E, A DISTANCE OF 77.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 901.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF S19°17'04"E AND A CHORD DISTANCE OF 588.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 599.48 FEET TO THE POINT OF TANGENCY; THENCE S38°20'10"E, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1049.95 FEET, A CENTRAL ANGLE OF 25°48'04", A CHORD BEARING OF S25°26'08"E AND A CHORD DISTANCE OF 468.82 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 472.81 FEET TO THE POINT OF TANGENCY; THENCE S12°32'06"E, A DISTANCE OF 57.81 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES AND DISTANCES: S60°51'06"E, A DISTANCE OF 65.89 FEET; THENCE S79°30'16"E, A DISTANCE OF 152.71 FEET; THENCE N79°07'58"E, A DISTANCE OF 73.73 FEET; THENCE S76°04'22"E, A DISTANCE OF 115.36 FEET; THENCE S57°46'03"E, A DISTANCE OF 97.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 17187.00 FEET, A CENTRAL ANGLE OF 00°13'24", A CHORD BEARING OF N75°39'33"E AND A CHORD DISTANCE OF 66.95 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.95 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 661.23 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20250386088 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 1057.52 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20240397368 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, S16°27'23"W, A DISTANCE OF 1909.02 FEET TO THE SOUTHERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTHERLY LINE, N90°00'00"W, A DISTANCE OF 697.20 FEET TO THE END OF SAID SOUTHERLY LINE; THENCE CONTINUE N90°00'00"W, A DISTANCE OF 873.94 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382 OF SAID PUBLIC RECORDS; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2492.98 FEET, A CENTRAL ANGLE OF 02°59'41", A CHORD BEARING OF S10°42'41"E AND A CHORD DISTANCE OF 130.28 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 130.30 FEET TO THE POINT OF TANGENCY; THENCE S12°12'32"E, A DISTANCE OF 127.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2136.98 FEET, A CENTRAL ANGLE OF 31°08'00", A CHORD BEARING OF S03°21'28"W AND A CHORD DISTANCE OF 1146.96 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1161.19 FEET TO THE POINT OF TANGENCY; THENCE S18°55'29"W, A DISTANCE OF 208.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 14°12'37", A CHORD BEARING OF S11°49'10"W AND A CHORD DISTANCE OF 459.23 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 460.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 06°17'59", A CHORD BEARING OF S01°33'52"W AND A CHORD DISTANCE OF 204.01 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 204.10 FEET, RETURNING TO A POINT ON SAID

EASTERLY LINE, SAID POINT BEING A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 31°09'40", A CHORD BEARING OF S17°09'58"E AND A CHORD DISTANCE OF 997.21 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1009.61 FEET TO THE POINT OF TANGENCY; THENCE S32°44'48"E, A DISTANCE OF 218.30 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1963.36 FEET, A CENTRAL ANGLE OF 47°37'46", A CHORD BEARING OF S08°55'55"E AND A CHORD DISTANCE OF 1585.53 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1632.12 FEET TO THE POINT OF TANGENCY; THENCE S14°52'59"W, A DISTANCE OF 318.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2066.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF S07°39'24"W AND A CHORD DISTANCE OF 519.75 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 521.14 FEET TO THE POINT OF TANGENCY; THENCE S00°25'50"W, A DISTANCE OF 688.89 FEET TO THE NORTH RIGHT OF WAY LINE OF WEWAHOOTEE ROAD, BEING A 30.00 FOOT WIDE RIGHT OF WAY, AS RECORDED IN INSTRUMENT NUMBER 20220248477, OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N89°34'10"W, A DISTANCE OF 100.00 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: N00°25'50"E, A DISTANCE OF 688.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2166.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF N07°39'24"E AND A CHORD DISTANCE OF 544.91 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 546.36 FEET TO THE POINT OF TANGENCY; THENCE N14°52'59"E, A DISTANCE OF 280.55 FEET TO THE WEST LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 30°32'14", A CHORD BEARING OF N00°23'08"W AND A CHORD DISTANCE OF 1027.04 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1039.30 FEET TO THE SOUTH LINE OF STARWOOD PHASE N-7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118, PAGES 106 THROUGH 114, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE, S87°12'24"W, A DISTANCE OF 651.62 FEET; THENCE N63°21'50"W, A DISTANCE OF 217.15 FEET; THENCE N01°30'57"W, A DISTANCE OF 68.04 FEET; THENCE N63°21'19"W, A DISTANCE OF 1442.29 FEET TO THE EAST LINE OF THE DOWDEN WEST CDD, AS RECORDED IN INSTRUMENT NUMBER 20170217494; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: N26°38'41"E, A DISTANCE OF 449.68 FEET; THENCE N16°53'30"W, A DISTANCE OF 1403.95 FEET; THENCE N06°27'17"E, A DISTANCE OF 238.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 942.00 FEET, A CENTRAL ANGLE OF 09°37'31", A CHORD BEARING OF S74°00'14"E AND A CHORD DISTANCE OF 158.06 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 158.25 FEET; THENCE N02°48'05"W, A DISTANCE OF 65.11 FEET; THENCE N08°46'50"E, A DISTANCE OF 91.41 FEET; THENCE N18°26'25"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 03°31'44", A CHORD BEARING OF N73°19'27"W AND A CHORD DISTANCE OF 70.32 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.33 FEET TO THE EAST LINE OF STARWOOD PHASE N-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 119 THROUGH 125, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: THENCE N07°27'21"E, A DISTANCE OF 519.96 FEET; THENCE N67°06'48"E, A DISTANCE OF 1332.34 FEET; THENCE N16°56'45"W, A DISTANCE OF 366.38 FEET; THENCE N76°11'33"W, A DISTANCE OF 786.91 FEET; THENCE S40°44'14"W, A DISTANCE OF 745.19 FEET; THENCE N28°29'44"W, A DISTANCE OF 1511.61 FEET; THENCE N13°59'45"W, A DISTANCE OF 194.58 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES N08°28'31"W, A DISTANCE OF 261.96 FEET; N28°26'51"W, A DISTANCE OF 100.98 FEET TO THE EAST LINE OF AFOREMENTIONED STARWOOD PHASE N-4; THENCE ALONG SAID EAST LINE, N13°59'45"W, A DISTANCE OF 850.25 FEET; THENCE S77°51'13"W, A DISTANCE OF 115.95 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE, N03°53'30"W, A

DISTANCE OF 1124.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 7576.94 FEET, A CENTRAL ANGLE OF 00°31'12", A CHORD BEARING OF N86°22'06"E AND A CHORD DISTANCE OF 68.78 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.78 FEET; THENCE S26°53'00"E, A DISTANCE OF 26.15 FEET; THENCE S12°10'47"E, A DISTANCE OF 51.19 FEET; THENCE S26°14'50"E, A DISTANCE OF 107.30 FEET; THENCE S03°51'21"E, A DISTANCE OF 79.51 FEET; THENCE S24°34'26"E, A DISTANCE OF 69.11 FEET; THENCE S06°03'53"E, A DISTANCE OF 114.79 FEET; THENCE S08°21'41"E, A DISTANCE OF 54.25 FEET; THENCE S12°15'42"E, A DISTANCE OF 40.05 FEET; THENCE S07°55'32"W, A DISTANCE OF 21.05 FEET; THENCE N69°29'37"E, A DISTANCE OF 84.30 FEET; THENCE S03°29'17"E, A DISTANCE OF 35.35 FEET; THENCE S68°36'33"W, A DISTANCE OF 49.22 FEET; THENCE S86°49'22"W, A DISTANCE OF 29.51 FEET; THENCE S21°23'23"W, A DISTANCE OF 40.23 FEET; THENCE S21°02'51"E, A DISTANCE OF 47.72 FEET; THENCE S41°02'09"E, A DISTANCE OF 70.79 FEET; THENCE S25°10'29"W, A DISTANCE OF 46.76 FEET; THENCE S01°20'46"W, A DISTANCE OF 70.63 FEET; THENCE S58°11'06"W, A DISTANCE OF 63.53 FEET; THENCE S15°14'36"E, A DISTANCE OF 77.69 FEET; THENCE S28°28'18"E, A DISTANCE OF 71.54 FEET; THENCE S10°53'59"E, A DISTANCE OF 76.24 FEET; THENCE S79°42'14"E, A DISTANCE OF 34.76 FEET; THENCE S51°07'29"W, A DISTANCE OF 45.45 FEET; THENCE S06°11'10"E, A DISTANCE OF 37.88 FEET; THENCE S22°22'24"E, A DISTANCE OF 80.50 FEET; THENCE N33°49'25"E, A DISTANCE OF 122.12 FEET; THENCE S12°23'01"E, A DISTANCE OF 105.24 FEET; THENCE S10°13'56"W, A DISTANCE OF 53.49 FEET; THENCE S04°59'42"E, A DISTANCE OF 57.80 FEET; THENCE S02°58'32"E, A DISTANCE OF 73.43 FEET; THENCE S32°25'25"E, A DISTANCE OF 15.65 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427 OF SAID PUBLIC RECORDS; THENCE S87°06'25"E, ALONG SAID NORTHERLY LINE A DISTANCE OF 1321.17 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN S87°06'25"E, A DISTANCE OF 163.56 FEET; THENCE N77°06'19"E, A DISTANCE OF 25.43 FEET; THENCE N75°29'56"E, A DISTANCE OF 85.44 FEET; THENCE N73°40'37"E, A DISTANCE OF 58.80 FEET; THENCE N81°06'43"E, A DISTANCE OF 90.03 FEET; THENCE S85°50'34"E, A DISTANCE OF 92.43 FEET; THENCE S56°31'03"E, A DISTANCE OF 118.99 FEET; THENCE N81°40'05"E, A DISTANCE OF 87.26 FEET; THENCE N12°34'41"E, A DISTANCE OF 82.86 FEET; THENCE N01°55'19"W, A DISTANCE OF 104.62 FEET; THENCE N60°28'01"E, A DISTANCE OF 142.00 FEET; THENCE S82°08'13"E, A DISTANCE OF 132.31 FEET; THENCE N69°29'56"E, A DISTANCE OF 88.26 FEET; THENCE N40°13'33"E, A DISTANCE OF 100.42 FEET; THENCE N18°18'04"W, A DISTANCE OF 63.33 FEET; THENCE N00°19'14"W, A DISTANCE OF 67.91 FEET; THENCE N55°29'12"E, A DISTANCE OF 99.23 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 949.95 FEET, A CENTRAL ANGLE OF 05°45'23", A CHORD BEARING OF N35°27'29"W AND A CHORD DISTANCE OF 95.40 FEET; THENCE RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.44 FEET TO THE POINT OF TANGENCY; THENCE N38°20'10"W, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1001.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF N19°17'04"W AND A CHORD DISTANCE OF 653.77 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 665.98 FEET; THENCE N00°13'58"W, A DISTANCE OF 74.62 FEET; THENCE S60°13'58"E, A DISTANCE OF 7.51 FEET; THENCE N89°46'02"E, A DISTANCE OF 80.00 FEET; THENCE N64°46'02"E, A DISTANCE OF 14.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,517,581 SQUARE FEET OR 379.19 ACRES MORE OR LESS.

SECTION C

SECTION 1

RESOLUTION 2026-26

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF A PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors of the District (the “Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, policies, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*.

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

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure, on _____, 2026, at _____ A.M./P.M, at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801. The proposed Rules of Procedure are attached hereto as **Exhibit A**.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54 and Chapter 190, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March, 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

[BEGINS AT FOLLOWING PAGE]

**RULES OF PROCEDURE
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____, 2026

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Rule 1.0 General.

- (1) Dowden Central Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District, and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three (3) or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of One Million Dollars (\$1,000,000.00), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of One Million Dollars (\$1,000,000.00) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of One Million Dollars (\$1,000,000.00), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of One Million Dollars (\$1,000,000.00) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowners' election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the Board member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer, or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowners' election or appointed to fill a vacancy of a seat last filled at a landowners' election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior twenty-four (24) months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of One Dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than fifteen (15) minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including, but not limited to, special service charges, are anticipated to exceed Twenty-Five Dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional

payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain, and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least twenty-five (25) percent of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five (5) days a week, unless the only newspaper in the county is published less than five (5) days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
 - (a) The date, time, and place of the meeting, hearing, or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda;
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Jason Showe, jshowe@gmscfl.com, Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office.";
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made

including the testimony and evidence upon which the appeal is to be based.”; and

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deem necessary for Board approval (“Meeting Materials”). Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into Meeting Materials. For good cause, which includes, but is not limited to, emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
- (a) District Counsel

- (b) District Engineer
- (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures

Supervisor's requests and comments

Public comment

Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with subsections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one (1) newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers, the meeting agenda, and other reasonable factors, at each meeting for public comment, and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section

190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided, however, that at least three (3) Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, an opportunity for final board discussion, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and

posted at the District office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency, or as may be otherwise authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)15, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste, and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste,” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste, and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District Rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals, or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), *infra.*, and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to Section 120.541(2), Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedure protects the public interest and complies with applicable law and these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer. The hearing officer shall conduct a hearing within thirty (30) days after such designation, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
- (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

- (e) Hearings held under this section shall be de novo in nature. The petitioner has the burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that: (i) the purpose of the underlying statute will be or has been achieved by other means by the person; and (ii) application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;

- (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
 - (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board within ninety (90) days after receipt of: (i) the original petition; (ii) the last item of timely requested additional material; or (iii) the petitioner's written request to finish processing the petition, whichever occurs last. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals, and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals, or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055, and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District: (i) for projects in which the costs do not exceed Two Million Dollars (\$2,000,000.00); (ii) for a study activity when the fee for such Professional Services to the District does not exceed Two Hundred Thousand Dollars (\$200,000.00); or (iii) for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes and Rules 3.5 or 3.6.
 - (d) “Design-Build Contract” means a single contract with a Design-Build Firm

for the design and construction of a public construction project.

- (e) “Design-Build Firm” means a partnership, corporation, or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional, or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, Florida Statutes, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

- (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
- (viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, Florida Statutes.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply, or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by, consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office, and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three (3) individuals, at least one (1) of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided, however, such individuals may serve the Committee in an advisory capacity without voting rights.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) **Evaluation Criteria.** The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) **Public Announcement.** After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) **Request for Proposals.** The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three (3) firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three (3) firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing; and
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including, but not limited to, liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids, and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, relevant business presence and capability to service the District's needs, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be

awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under Two Hundred Fifty Thousand Dollars (\$250,000.00). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over Two Hundred Fifty Thousand Dollars (\$250,000.00) and thirty (30) days for construction services estimated to cost over Five Hundred Thousand Dollars (\$500,000.00).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.
- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed

in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Florida Statutes, has occurred.
 - ii. Affiliated contractors submitted more than one (1) proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
 - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
 - vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are

furnished.

- viii. The vendor failed to notify the District within ten (10) days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims, or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term “contract crime” means any violation of state or federal antitrust laws with respect to a District contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a District contract.
 - 2. The term “convicted” or “conviction” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere, and shall include any conviction that has not been overturned on appeal or otherwise set aside.
 - xiii. Any other circumstance constituting “good cause” under Section 337.16(2), Florida Statutes, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), Florida Statutes, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor’s bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.
- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
 - ii. Unsafe conditions allowed to exist;
 - iii. Complaints from the public;
 - iv. Delay or interference with the bidding process;
 - v. The potential for repetition;
 - vi. Integrity of the public contracting process; and
 - vii. Effect on the health, safety, and welfare of the public.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of thirty-six (36) months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of twenty-four (24) months after revocation or denial for a subsequent conviction occurring within ten (10) years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine (9) months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within ten (10) days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the ten (10)-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than Five Hundred Thousand Dollars (\$500,000.00) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects, including, but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years shall be deemed ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided, however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include, but is not limited to, a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards, and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than Five Hundred Thousand Dollars (\$500,000.00) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects, including, but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years

may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one (1) district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including, but not limited, to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include, but is not limited to, a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules

of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive, and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of a public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of Two Hundred Thousand Dollars (\$200,000.00), the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding Two Hundred Thousand Dollars (\$200,000.00), the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days from the date of publication for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible

and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include, but is not limited to, a direct purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies, or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days from the date of publication for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided, however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include, but is not limited to, a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods, supplies, and materials, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including, but not limited to, protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission, except as may be specifically authorized in writing by the District Manager. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;

- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time, and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenor. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within ten (10) calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies, and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective _____, 2026, except that no election of officers required by these Rules shall be required until after the next regularly scheduled election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

SECTION D

SECTION 1

RESOLUTION 2026-27

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR THE REMAINDER OF FISCAL YEAR 2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Dowden Central Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the remainder of the fiscal year beginning October 1, 2025, and ending September 30, 2026 (“**Fiscal Year 2026**”); and

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

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

SECTION 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: _____, 2026

HOUR: _____

LOCATION: Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801

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

SECTION 4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2, and it shall remain on the website for at least forty-five (45) days.

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

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

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

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Exhibit A: Proposed Budget for Fiscal Year 2026

Exhibit A:
Proposed Budget for Fiscal Year 2026

Dowden Central
Community Development District

Proposed Budget
FY 2026



Table of Contents

1 General Fund

2-3 General Fund Narratives

Dowden Central
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2026
REVENUES:	
Developer Contributions	\$ 378,427
TOTAL REVENUES	\$ 378,427
EXPENDITURES:	
Administrative	
Supervisor Fees	\$ 6,000
PR-FICA	459
Engineering	7,500
Attorney	12,500
Arbitrage Rebate*	-
Dissemination Agent*	-
Annual Audit	-
Trustee Fees*	-
Assessment Administration*	-
Management Fees	20,000
Information Technology	750
Website Maintenance**	1,250
Telephone	150
Postage & Delivery	500
Printing & Binding	500
Insurance General Liability	5,000
Legal Advertising	7,500
Office Supplies	313
Travel Per Diem	330
Other Current Charges	2,500
Dues, Licenses & Subscriptions	175
TOTAL ADMINISTRATIVE	\$ 65,427
Operations & Maintenance	
Contract Services	
Field Management	\$ 7,500
Landscape Maintenance	100,000
Lake Maintenance	50,000
Mitigation Monitoring	5,750
Pest Control	15,000
Repairs & Maintenance	
General Repairs & Maintenance	1,250
Operating Supplies	500
Landscape Replacement	12,500
Irrigation Repairs	3,750
Alleway Maintenance	2,500
Signage	1,750
Utilities	
Electric	2,500
Water & Sewer	50,000
Streetlights	50,000
Other	
Property Insurance	5,000
Contingency	5,000
TOTAL OPERATIONS & MAINTENANCE	\$ 313,000
TOTAL EXPENDITURES	\$ 378,427
EXCESS REVENUES (EXPENDITURES)	\$ -

Note: This budget is prorated for April 2026.

*Bond-related expenses.

**Includes a one-time website creation fee.

Dowden Central
Community Development District
Budget Narrative
Fiscal Year 2026

REVENUES

Developer Contributions

The District will enter into a Funding Agreement with the Developer to fund the operating expenditures not covered by assessments for the Fiscal Year.

Expenditures - Administrative

Supervisors Fees

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending 6 meetings.

FICA Taxes

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

Engineering

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

Attorney

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

Arbitrage Rebate

The District is required to have an annual arbitrage rebate calculation prepared for the Series 2015, Special Assessment Refunding Bonds.

Dissemination Agent

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

Annual Audit

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from bids plus anticipated increase.

Trustee Fees

The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

Assessment Administration

GMS SF, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Information Technology

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services - Central Florida, LLC.

Website Maintenance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-CFL, LLC and updated monthly.

Communication - Telephone

New internet and Wi-Fi service for Office.

Dowden Central
Community Development District
Budget Narrative
Fiscal Year 2026

Expenditures - Administrative (continued)

Postage and Delivery

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Insurance General Liability

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Legal Advertising

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

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Travel Per Diem

This includes expenses related to travel to and from board of supervisors' meeting venues scheduled throughout the fiscal year.

Other Current Charges

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

Due, Licenses & Subscriptions

The District is required to pay an annual fee to Florida Department of Commerce for \$175.

Expenditures - Field

Field Manager

The supervision and on-site management of the District. The responsibilities include reviewing contracts and other maintenance related items.

VENDOR:	MONTHLY AMOUNT	ANNUAL AMOUNT
Governmental Mgmt Services CFL, LLC.	\$1,250.00	\$15,000.00

Landscape Maintenance

The District will enter into a contract for the monthly maintenance of common areas.

Vendor:	MONTHLY AMOUNT	ANNUAL AMOUNT
Yellowstone Landscape-Southeast, LLC.		
North South Road 1A	\$8,670.00	\$104,040.00
North South Road 2B	\$11,927.00	\$143,124.00
N13 North Phase I	\$6,580.00	\$78,960.00
N13 North Phase II	\$4,284.00	\$51,408.00
N13 South	\$5,103.00	\$61,236.00
N7	\$7,730.00	\$92,760.00
	\$44,294.00	\$531,528.00

SECTION E

RESOLUTION 2026-28

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION OF A PUBLIC HEARING REGARDING THE DISTRICT'S INTENT TO USE THE UNIFORM METHOD FOR THE LEVY, COLLECTION, AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AS AUTHORIZED BY SECTION 197.3632, *FLORIDA STATUTES*; AUTHORIZING THE PUBLICATION OF THE NOTICE OF SUCH HEARING AS AUTHORIZED BY SECTION 190.021, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect, and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the District’s Board of Supervisors (the “Board”) to levy, collect, and enforce special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes*; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* (the “Uniform Method”).

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

SECTION 1. A Public Hearing will be held to adopt the Uniform Method on _____, _____, 2026 at _____ a.m./p.m. at the offices of Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March, 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

SECTION F

RESOLUTION 2026-29

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District's achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

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

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District's success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors; District Manager

From: Kilinski | Van Wyk PLLC

Date: March 27, 2026

Re: Section 189.0694, *Florida Statutes* (Performance Measures and Standards Reporting)

The purpose of this memorandum is to provide you with additional information regarding new performance measures and standards reporting requirements for special districts. This new requirement was enacted during Florida's 2024 Legislative Session. It has been codified as Section 189.0694, *Florida Statutes*, effective July 1, 2024.

What is required?

The new statute requires special districts (including community development districts) to establish goals and objectives for its programs and activities and performance measures and standards to determine if its goals and objectives have been achieved. The goals, objectives, and performance measures and standards must be established by the end of the first full fiscal year after a District's creation, whichever is later.

The new statute also requires annual reporting each **December 1** (beginning December 1, 2026) on whether the goals and objectives were achieved, which goals or objectives were not achieved, and what measures were used to make the determination.

Are there any mandated goals, objectives, or performance measures/standards?

No. The new statute allows a great deal of flexibility for special districts to adopt the goals, objectives, and performance measures and standards that fit their needs. It is likely that many special districts with similar activities and programs may adopt similar measures, but special districts may also add specialized measures if they wish. Attached is a potential starting point for development of these goals, objectives, and performance measures/standards in **Attachment A**. If you have questions about the new legal requirements, please consult your Kilinski | Van Wyk PLLC attorney.

189.0694 Special districts; performance measures and standards.

(1) Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.

(2) By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing:

(a) The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination.

(b) Any goals or objectives the district failed to achieve.

Exhibit A:
Goals, Objectives, and Annual Reporting Form
Dowden Central Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), *Florida Statutes*, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with seven days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure once the District owns and operates infrastructure (as applicable).

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes, or other record keeping method (after District owns infrastructure).

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems after such time as the District owns infrastructure.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to District's infrastructure and related systems once the District owns infrastructure.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida. Annual Financial Reports are sufficient if such reports meet Florida legal requirements.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair: _____

Date: March 27, 2026

Print Name: _____

Dowden Central
Community Development District

District Manager: _____

Date: March 27, 2026

Print Name: _____

Dowden Central
Community Development District

SECTION V

SECTION A

SECTION 1

RESOLUTION 2026-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT APPOINTING BOND COUNSEL IN CONTEMPLATION OF THE ISSUANCE OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida, and

WHEREAS, the District’s Board of Supervisors (the “Board”) desires to appoint Bond Counsel to advise it regarding the proposed validation and issuance of Bonds and other financing methods for District improvements; and

WHEREAS, the Board determined that the employment of Bond Counsel is necessary and is in the District’s best interests.

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

SECTION 1. All of the above representations, findings, and determinations contained above are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. The Board hereby appoints Akerman, LLP as Bond Counsel and agrees to provide compensation for same in the amount and manner prescribed in the agreement incorporated herein as **Exhibit A**.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: Bond Counsel Agreement

Exhibit A: Bond Counsel Agreement



Timothy J. Bramwell
Partner

Akerman LLP
50 North Laura Street
Suite 3100
Jacksonville, FL 32202-3646

T: 904 798 3700
F: 904 798 3730
tim.bramwell@akerman.com

March 20, 2026

Chair and Board of Supervisors
Dowden Central Community Development District
City of Orlando, Florida

**Re: Dowden Central Community Development District – Bond Counsel
Engagement**

Dear Chair and Board of Supervisors:

We are pleased that you have engaged Akerman LLP ("Akerman" or the "Firm") to represent Dowden Central Community Development District ("Client" or the "District"). This letter provides the terms and scope of the engagement. A copy of our standard terms and conditions of engagement is enclosed for your review and is incorporated by reference and made a part of this engagement letter. In the event of any inconsistencies between this engagement letter and those of the standard terms and conditions of engagement, the provisions of the engagement letter will control. If there are questions concerning this engagement letter, including our standard terms and conditions of engagement, please give us a call.

Scope of Engagement. We have been engaged to provide legal advice to Client in connection with the issuance by the District of its Special Assessment Revenue Bonds (collectively, the "Bonds"), including without limitation the initial series (the "Series 2026 Bonds"). We have agreed that this engagement is limited to performing legal services related to this matter and, unless we agree otherwise, in writing (including by email), we are not undertaking to represent Client or its interests in any other matter. We may agree to limit or expand the scope of this representation from time to time, provided such change is reflected in a written confirmation (including by email) between Client and our Firm.

It is our understanding that the proposed Bonds will be issued to fund public infrastructure and other public facilities to benefit the assessable lands in the District. It is our understanding that the Bonds will be sold through public offering. The following is our proposal to serve as bond counsel to the District ("Bond Counsel"). This letter sets forth generally our understanding of what legal services we will perform and the basis for our compensation to provide such services.

As Bond Counsel we agree to:

Attend, as requested, all meetings and hearings related to the authorization, issuance or validation of the Bonds.

Prepare appropriate resolutions authorizing the validation and issuance of the Bonds.

Prepare any supplemental trust indentures, and other documents necessary, related or incidental to the issuance of the Bonds.

Prepare (or review when prepared by others) closing papers necessary in connection with the sale and issuance of the Bonds, including but not limited to, certified copies of all minutes, ordinances, resolutions and orders; certificates such as officer's seal, incumbency, signatures, no prior pledge, arbitrage and others; and verifications, consents and opinions from accountants, engineers, special consultants and attorneys.

Prepare and file the necessary forms with the Internal Revenue Service (Form 8038-G) and the Florida Division of Bond Finance.

Prepare and deliver at closing a standard, comprehensive approving legal opinion which will, among other things, contain opinions as to the validity and enforceability of the Bonds and the trust indenture, the security for the Bonds and the excludability from gross income of the interest on the Bonds for federal income tax purposes (subject to certain exceptions generally accepted in the industry). In rendering the tax opinion, we will provide general instructions for compliance with the federal rebate laws.

Supervise and coordinate the closing of the Bonds and render other legal services incidental or required in connection with the matters listed above.

Staffing. Primary responsibility for this engagement will initially be assumed by Timothy J. Bramwell, Esq. Other attorneys, paralegals and legal assistants may also be assigned to this matter. Staffing will depend primarily on the judgment of Akerman as to the experience and expertise required to properly discharge its professional responsibilities.

Fees. We will negotiate a fixed fee with Client in connection with each Bond issue or other financing. For performing the above-described services related to the validation of the Bonds and the issuance of the Series 2026 Bonds our fee (inclusive of out of pocket costs, other than recording costs if we record any ancillary documents or notices) would be \$50,000.00. All such fees and costs would be payable in full at the time of delivery of such Bonds.

Legal services not related to acting as Bond Counsel in connection with the issuance of Bonds or other debt will be based on the amount of time spent on the matter by various attorneys, paralegals and legal assistants multiplied by their individual hourly billing rates. The current hourly rate for Timothy Bramwell is \$1,005.00 per hour. Current rates for other lawyers range from \$320.00 to \$2,200.00 per hour and range from \$175.00 to \$555.00 per hour for staff, depending upon the skill and experience level of the person performing the services. Please note that our hourly rates are typically adjusted annually and may be adjusted at other times during each year. If requested, we will provide you with an advance estimate of anticipated fees and costs in connection with any matter or issue you request we undertake.

No Retainer. It is normal practice for Akerman to require a retainer when undertaking new representation. In this instance, Akerman agrees to waive that requirement, but reserves the future right to require a retainer for legal services not related to the issuance of Bonds or other debt, depending upon the scope of services anticipated.

Choice of Law. The relationship between you as Client and the Firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of Florida, without regard to conflicts of laws principles.

Advanced Waivers. As you know, Akerman is a large law firm and represents a broad base of clients on a wide variety of legal matters. Thus, during the time we are representing Client, we may also be asked to represent other present or future clients in disputes or transactions adverse to Client that are unrelated to the scope of work described in this engagement letter. Accordingly, absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect Client's ability and the ability of other Akerman clients to choose Akerman as its counsel and preclude Akerman from representing Client or other Akerman clients in pending or future matters. Given that possibility, we wish to be fair not only to Client, but to other Akerman clients as well, understanding that preserving client confidences and loyalty to Client are essential elements in representing Client.

In order to distinguish those instances in which Client consents to Akerman representing such other clients from those instances in which it does not consent, Client and Akerman agree that, during the period of this engagement, Akerman agrees it will not represent clients in matters adverse to Client that are substantially related to the specific matter or matters for which Client has engaged Akerman's services ("Client Matters"). However, Akerman and Client agree that Akerman may represent other clients adverse to the Client in matters that are not substantially related to the Client Matters or where such client's interests align with the Client's interests. Instances where Akerman may be adverse to Client include, but are not limited to, the following:

Akerman attorneys have in the past and may in the future represent banks or other financial institutions, such as mortgage lenders, loan servicers or trusts (collectively, "Financial Institutions"), in foreclosure and other litigation matters in which the underlying property may be subject to liens or other security interests of the Client. The Client agrees that Akerman may, from

time to time, represent Financial Institutions in matters adverse to the Client that are unrelated to any Client Matters, including in litigation matters or otherwise (collectively, the "Financial Institution Matters"), and that Client will waive any and all conflicts which may arise as a result of Akerman's representation of any Financial Institutions against the Client in any Financial Institution Matter. Notwithstanding the foregoing, Akerman will not represent a Financial Institution in the same Client Matter in which Akerman is representing the Client.

Akerman attorneys have in the past and may in the future also represent other present or future clients in disputes or transactions adverse to Client that are unrelated to this Client Matter. Akerman may also represent parties that are adverse to Client in Client Matters in separate matters adverse to others that are wholly unrelated to the Client Matters in which Akerman will be representing Client and that do not involve Client (collectively, "Unrelated Matters"). Client agrees that Akerman's representation of Client in the Client Matters will not disqualify Akerman from, in the future opposing, Client in litigation, transactions, or other legal matters that are unrelated to the subject matter of this Client Matter or future Client Matters, and Client consents to waive any conflict of interest with respect to those representations. Client agrees that Akerman's representing it in this Client Matter and any future Client Matters will not prevent Akerman from representing clients adverse to Client in other matters and that Client consents in advance to Akerman undertaking such adverse representations in the Unrelated Matters. and that Client will waive any and all conflicts which may arise as a result of any of Akerman's representation of parties with interests adverse to the Client in any Unrelated Matters. Notwithstanding the foregoing, Akerman will not represent any client in the same Client Matter in which Akerman is representing the Client. Akerman also agrees not to use any proprietary or other confidential information of a nonpublic nature concerning Client acquired by Akerman as a result of our representation of Client to its disadvantage in any litigation or other matter in which we are opposed to Client.

Akerman understands and agrees that this is not an exclusive agreement and Client is free to retain other counsel of Client's choosing. Also, Akerman recognizes that Akerman shall be disqualified from representing any other client with interests materially and directly adverse to Client in any matter substantially related to Akerman's representation of Client. Akerman has examined this engagement and has concluded that Akerman's separate representation in the past, present or future of any clients in Financial Institution Matters or Unrelated Matters would not be adversely affected by our representation of the Client as outlined above; nor will our representation of the Client as outlined above be adversely affected by our representation in the past, present or future of any clients in Financial Institution Matters or Unrelated Matters. Similarly, our duty of confidentiality to all clients will not be breached by our other representations. Thus, in Akerman's opinion, the conflict of interest above is categorically waivable.

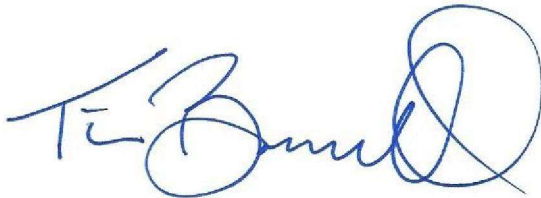
The Client agrees that Akerman may disclose the fact of this engagement and related general information to the extent that such disclosure does not convey any confidential or non-public information and it is not adverse to the Client's interests.

If you have any questions regarding the foregoing waiver, or if you believe a modification or clarification is appropriate in connection with our representation of Client, please do not hesitate to contact us or other counsel for advice.

We appreciate your confidence in Akerman and look forward to working with you. This engagement letter may be signed in counterparts. Facsimile or imaged signature pages executed by the Firm and/or Client shall be effective as original signatures.

Please indicate your agreement with the foregoing by signing below and returning this signature page to us (or by sending us an e-mail that you agree to this engagement letter), so that we may commence work. By signing below or confirming via email, you agree that you have read and fully understand the foregoing and the Standard Terms and Conditions of this engagement, including the Consent to Representation of Law Firms advanced waiver on the last page of the Standard Terms and Conditions. Please call or email me if you have any questions.

Sincerely,



Timothy J. Bramwell
Partner

AGREED AND ACCEPTED:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Date: _____

AKERMAN LLP STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each matter for which Akerman LLP ("Akerman" or "Firm") is engaged to represent "Client," as defined in the engagement letter. In the event of any inconsistencies between the terms of the engagement letter and those of these standard terms and conditions of engagement, the terms of the engagement letter will control.

Additional Terms and Conditions Regarding Scope of Engagement. The scope of Akerman's engagement is set forth in the attached engagement letter, including these standard terms and conditions of engagement, and is limited to such description. Any changes or additions to the scope of Akerman's engagement, which we would be pleased to consider, must be agreed to and memorialized in writing prior to such change or addition taking effect. An attorney-client relationship between Akerman and the Client exists during the times when Akerman is actually performing work for the Client on a particular matter. This engagement letter creates a structure for establishing future engagements and attorney-client relationships on an as-requested basis by the Client and subject to written confirmation of acceptance by Akerman. It does not create an attorney-client relationship absent an actual request by Client for representation in a particular matter and Akerman's written acceptance of representation in a particular matter. Akerman reserves the right to decline representation in a particular matter. Unless the description of the scope of Akerman's engagement in the engagement letter states otherwise, Akerman's engagement does not include responsibility for (1) review of Client's insurance policies to determine the possibility of coverage for either the matter Akerman is handling or our fees and costs; (2) notification to Client's insurance carriers about the matter; (3) advice to Client about Client's disclosure obligations concerning the matter under state or federal securities or tax laws; (4) advice about tax issues that relate to the matter; or (5) other specialized areas of law unrelated to the specific representation which the Firm has undertaken. (Akerman has very capable attorneys in these areas who would be happy to discuss the terms under which they would undertake such representation). Akerman will not provide business, investment, or accounting advice regarding the matter and we will consider that you have independently obtained such advice or do not consider it necessary or relevant to the representation which we have undertaken. Legal services provided are solely for the benefit of Client unless

Akerman and Client otherwise expressly agree in writing. In addition, Client may not assign its claims handled by Akerman without the express prior written agreement of Akerman.

Exclusion of Owners, Subsidiaries, Officers, Directors, Employees and Other Affiliates. Akerman's client for purposes of the Firm's representation is the Client as identified in the engagement letter for the matter, and not, unless expressly named in the engagement letter, any "Affiliates" of Client. Unless otherwise agreed in writing by Client and Akerman, Client agrees that Akerman's representation of Client in this matter does not give rise to a lawyer-client relationship between Akerman and any Affiliates of Client. Accordingly, unless otherwise agreed in writing by Client and Akerman, the Firm's representation of Client in this matter will not give rise to a conflict of interest in the event the Firm represents other clients adverse to a Client Affiliate in other matters. "Affiliates" of Client that are excluded from the meaning of Client include, but are not limited to (1) shareholders or constituent partners, members, or other equity stakeholders, (2) parent, sister, brother and subsidiary companies, (3) joint ventures, limited partnerships, general partnerships, limited liability companies, or other unincorporated entities in which Client may have an ownership interest, (4) officers, (5) directors, (6) employees, or (7) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise. ***Should you feel it necessary and appropriate to change the identified client or to include any of the foregoing within the definition of "Client" for a particular matter, please do not hesitate to discuss the matter with us before signing the engagement letter.*** The Firm's objective in this policy is to avoid situations where (1) true clients or parties in interest being represented by Akerman find themselves being sued or in an adverse position to another client of Akerman because our records did not properly identify the client, or (2) after undertaking our representation of you (or another client), and investing considerable time and dollars on your behalf, Akerman is forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney-client relationship.

Information/Client Responsibilities. Akerman will seek to keep Client informed of the status of matters. However, Client should feel free to contact us at any time with questions and comments.

Client agrees to provide Akerman with all information that Akerman believes is necessary or appropriate to fulfill our professional responsibilities, and cooperate with us in matters such as fact investigation, preparation of pleadings, discovery responses, and required court or decisional-body appearances. Client's responsibilities include the following: abiding by the engagement letter, paying bills on time, and keeping Akerman advised of Client's address, telephone number and whereabouts. Client further agrees that without Akerman's express prior written consent, Client will not use Akerman's name or the fact of its engagement in any form of advertising or solicitation of business.

Fees and Reimbursable Costs, along with applicable sales or other taxes, will be calculated and assessed for the representation of Client as follows:

Fees. Akerman will bill Client on a monthly basis unless otherwise specified in the engagement letter for a specific matter. Each bill will provide a detailed description and accounting of services rendered during the immediately preceding month. The "services rendered" will be broken down into two separate components: (1) legal services provided by our attorneys, paralegals and other professionals, and (2) reimbursable costs and expenses incurred by Akerman in connection with its representation of Client. With respect to legal services, Client will be billed on an hourly basis (unless otherwise specified in the engagement letter) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted annually and may be adjusted at other times during each year.

The time charges recorded by attorneys are not absolutes to which Akerman adheres without analysis of the time that has been spent. They serve as "benchmarks" which ordinarily are followed. Each month, before bills are submitted, a review is performed to assess the nature of the services performed for the client. In charging for our services, Akerman will consider all the factors outlined in the applicable ethical rules. These include the time and labor required, the novelty and difficulty of the legal issues, the skill required to properly perform the services, the experience, reputation, and ability of those performing the services, any time limitations imposed, the circumstances, the amount involved and the results obtained. In the event that a court or other decisional body (such as an arbitrator) awards attorney's fees in excess of our actual billings, or such is agreed in any settlement or related transaction, it is agreed that, in addition to the amount Client is obligated to pay, Akerman will be entitled

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to recover the amount of such excess from the opposing party. Additionally, Akerman retains the right to recover its fees from any recovery resulting from its services.

Under certain circumstances, the Client may be entitled to recover its attorney's fees and costs from an adverse party. Because fees and costs awards are totally unpredictable, the Client expressly agrees that it is the Client's obligation under this Agreement to pay all attorney's fees and costs due Akerman, without giving any effect to the recovery of any costs and attorney's fees from any adverse party. In the event Client has paid costs and attorney's fees which are subsequently recovered from an adverse party, those amounts will be used first to pay all costs and fees due Akerman hereunder, with the balance then being paid to the Client. The amount of the court award of costs and attorney's fees, if any, does not set or limit the attorney's fees due Akerman in any way. The collection of fees from the adverse party is an additional Akerman service, and the Client is expected to pay Akerman a further fee on the same basis as set forth in the Agreement for performing such service. In regard to any amounts which may be recovered for the Client, whether through litigation or otherwise, those amounts will be paid to the trust account of Akerman and will be used to pay all costs and attorney's fees due Akerman hereunder, with the balance then being paid to the Client.

Additionally, if in response to Client's request or by requirement of lawful process Akerman testifies; gathers and/or produces documents; responds to document hold or production requests; or responds to any other requests in connection with possible, threatened or actual proceedings commenced by third parties that relate to Akerman's representation of Client, Client agrees to pay Akerman its reasonable fees and costs incurred.

Although Akerman will use its best efforts to represent Client effectively, Akerman cannot guarantee success and payment of our bills is not contingent upon the outcome of the matter or the results obtained. Please let Akerman know if there are ever any questions concerning our billing or the basis of our charges.

Reimbursable Costs and Expenses. The second component of "services rendered" shown on the bill will be a summary of costs and expenses by category which includes, but is not limited to, expenses such as filing fees, court reporter fees, witness fees, deposition transcripts, court costs, expert charges, audit response letters, long distance telephone, postage, photocopy/scan/print charges, facsimile charges, secretarial and word processing overtime, video conferencing, overnight or special delivery services, research services (such as Westlaw and

LEXIS), travel, lodging, meals, and costs related to the collection and imaging of records. Such expenses will be itemized on Akerman's statements. Certain cost bills may be forwarded to Client for payment directly to the vendor. Due to delays in Akerman's receipt of bills for costs and expenses from third party vendors, Akerman's billing of Client may be delayed. In addition, if substantial costs are to be advanced in connection with the matter, it is Akerman's practice to obtain a retainer to cover such costs or to have them billed directly to Client for payment. Billing for certain cost items may include a surcharge. Others are billed at the amounts actually charged to Akerman.

Employment of Additional Professionals. If Akerman deems it necessary to employ additional professionals with specialized skills and, after consultation with the Client, the Client deems it appropriate to do so, additional professionals may be employed by Akerman. In such event, where appropriate and subject to Client approval, Akerman will employ such professionals in the name of the Client. Notwithstanding the form of employment of the professional and regardless of whether the professional's invoice is addressed to Akerman or to the Client, Client is obligated to pay the fees of the professional in full, upon the rendering of a statement. Akerman reserves the right to request and obtain an additional retainer to defray the fees and expenses of professionals employed in connection with Client's matter. All fees and expenses of professionals shall be subject to the security provisions, interest provisions and other applicable provisions of this engagement letter.

Advice about Possible Outcomes. From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of the Firm is an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

Right to Separate Counsel. Client acknowledges having had the opportunity to seek the advice of separate counsel with respect to this engagement letter.

Electronic Communications. The use of electronic communications ("EC") (such as email) can be an efficient means of communication, and Akerman often uses it to communicate with clients. Some clients also use instant messaging as a means of communication. However, these electronic communications can be delayed or blocked (such as by anti-spam software) or otherwise not transmitted. Client must not assume that an email or

instant message sent to Akerman was actually opened and read unless Client receives a non-automated reply message indicating that Akerman has read Client's message. Akerman may send documents or other information that is covered by the attorney-client or work product privileges using external EC. Client understands that EC is not an absolutely secure method of communication. Client's execution of the engagement letter will serve to acknowledge and accept the risk and authorize Akerman to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise Akerman in writing not to send them via EC, and Akerman will comply with Client's request.

Use of Artificial Intelligence. The Firm anticipates that during the course of this engagement, the Firm may use artificial intelligence (AI) to enhance and streamline certain aspects of our services. The use of AI tools may potentially reduce overall costs by increasing efficiency in certain tasks. Specifically, our use of this technology may include, but is not limited to, the following: legal research and analysis; document review and organization; contract analysis and drafting assistance; due diligence processes; legal information retrieval; document summarization; and translation services. Like any technology, AI carries some degree of risk, which may include, but is not limited to, the risk of errors or inaccuracies in AI-generated content, data security vulnerabilities, and system malfunctions or limitations in performance. We have implemented reasonable measures to safeguard against these risks, and our lawyers maintain oversight of AI-generated outputs and exercise professional judgment before relying on it. Additionally, we will evaluate the security measures and privacy policies of third-party AI providers, limit the types of information shared with AI tools as appropriate, and comply with applicable data privacy laws and regulations. By engaging the Firm, you acknowledge that we may incorporate these technologies into the services we provide, and that you have been informed of the associated benefits and risks. You further acknowledge that the Firm retains responsibility for supervising the use of these tools in accordance with its professional duties.

Trust account. Under applicable law, interest on attorneys' trust accounts for clients may be payable to a state fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If Client desires Client's deposit to be placed in a trust account with interest payable to Client, please so advise. Client will reimburse Akerman for the costs of such account, and Akerman will provide Client with an Advance Deposit Form where

Akerman will need Client's taxpayer identification number on the signed W-9 Form. Akerman's trust accounts are held in approved financial institutions, and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at Akerman's discretion.

Payment; Security for Payment. Unless otherwise specifically agreed in the engagement letter, Akerman expects payment from Client upon receipt of the bill. Prompt and full payment for Akerman's services is vital to Akerman's ability to efficiently provide legal services to all clients. By executing the engagement letter, Client agrees to pay Akerman's invoice upon receipt of the bill, unless otherwise specified in the letter. A failure to question or object to any charges within thirty (30) days after receipt of a statement will constitute Client's agreement to the statement as presented. Akerman reserves the right, in appropriate cases, to request security, including a retainer deposit, for fees and expenses. Security for fees and expenses and the determination of what will constitute acceptable collateral or who will personally guaranty payment, will be made by Akerman after consultation with the Client. In addition, applicable law may provide attorneys with liens upon materials coming into their possession to secure the payment of their fees. This retaining lien, as well as appropriate charging liens, may be asserted by Akerman in appropriate circumstances. In the event of any proceedings to enforce the provisions of this engagement letter, or otherwise between Akerman and the Client, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court expenses from the other party.

Interest on Overdue Accounts. Client understands and agrees that if payment is not made within thirty (30) days of the bill date, an interest charge may be added to the outstanding balance in accordance with the laws of the state that governs this agreement. Akerman also reserves the right to discontinue services if Akerman's bills are not paid in a timely manner, and to seek payment for all past services rendered.

Term of Engagement. The effective date of Akerman's agreement to provide services is the date on which we first performed services. The date at the beginning of the engagement letter is for reference only. Either Akerman or Client may terminate the engagement at any time for any reason by written notice, subject, on Akerman's part, to applicable rules of professional conduct. If Client so requests, Akerman will suggest possible successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, in

accordance with local court rules, and Client agrees to engage successor counsel to represent Client.

Termination. Absent express notice of termination, Akerman's representation of Client will conclude with respect to any particular matter for which Akerman has been engaged upon completion of Akerman's work on such matter. The Firm's attorney-client relationship for such matter will terminate at such time. Such termination or withdrawal will not relieve Client of its obligation to pay for services rendered through the termination or withdrawal date, including work in progress and incomplete at the time of termination or withdrawal, and for all expenses incurred on behalf of Client through the termination or withdrawal date.

Post-Engagement Matters. Client has engaged Akerman to provide legal services in connection with a specific matter as described in the engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless Client engages Akerman to provide additional advice on issues arising from the matter, Akerman has no continuing obligation to advise Client with respect to future developments.

Firm Marketing. Akerman reserves the right to publish the name of Client in legal directories, as well as in Akerman's brochures, web site, deal lists and other marketing materials, which may describe the types of services Akerman provides and the transactions and litigations that Akerman has handled. Akerman also may provide the name, address and telephone number of Client to prospective clients for use as a reference for Akerman. Any such disclosures are subject in all cases to Akerman's obligation to maintain the confidences of Akerman's clients. Client should advise us in writing if it desires that Akerman not publish any information about it in any legal directory, brochure, web site or other marketing materials, and/or that Akerman not provide Client's name, address or telephone number to prospective clients.

Internal Review. In the course of our representation of Client, it may be necessary for Akerman lawyers to analyze or address their professional duties or responsibilities or those of Akerman, and to consult with Akerman's General Counsel or other lawyers in doing so. To the extent Akerman is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Akerman and Client. As a condition of this engagement, Client consents to such consultations occurring and waives any conflict of interest that might be

deemed to arise out of any such consultations and any resulting communications. Client further agrees that these consultations and any resulting communications are protected from disclosure to Client and others by Akerman's attorney-client privilege. Of course, nothing in the foregoing shall diminish or otherwise affect Akerman's obligation to keep Client informed of material developments in Akerman's representation of Client, including any conclusions arising out of such consultations to the extent that they affect Client's interests.

Responses to Audit Letters. If Client engages an accountant to audit Client's financial statements, it is likely the accountant will request, during the audit, that Akerman provide a written description of all pending or threatened claims for lawsuits to which Akerman has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant which Client is requested to send to Akerman. Akerman will typically charge Client for providing the response to the audit letter. Client agrees to pay such costs related to the response to the audit letter.

Conclusion of Representation and Disposition of Client Files. Akerman is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Upon conclusion of Client's representation, subject to the payment provisions of applicable rules of professional conduct, Akerman will return to Client the Client's original papers, hard copy/electronic documents and/or other property that Client provided to the Firm during the engagement. Client agrees to accept the return of such documents and/or property. If Client so requests, Akerman will also provide to Client, at Client's expense, copies or originals of Client's file. Akerman and Client agree that lawyer work product (for example, drafts, notes, internal memoranda, work files, etc.) are the property of Akerman. Akerman reserves the right to make, at Client's expense, copies of all other documents generated or received by Akerman in the course of Akerman's representation of Client. All such documents retained by Akerman, including client files (including any original documents and/or property that we attempted unsuccessfully to return to you) and Akerman files, will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, Akerman reserves the right to destroy or otherwise dispose of any documents or other materials retained by us thirty (30) days after providing notice of intention to destroy them (unless Client requests those materials within thirty

(30) days of notification) or after ten years from the date the matter is completed.

Consent to Representation of Law Firms. Akerman represents other law firms in various matters. During the time we are representing Client, we may represent other law firms in matters unrelated to this matter, including the representation of other law firms that represent present or future parties in disputes or transactions adverse to Client. When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such representations create a material limitation on Akerman's representation of the Client. (A material limitation arises if there is a significant risk that a lawyer's ability to consider, recommend, or carry out an appropriate course of action for a client will be materially limited as a result of the other responsibilities or interests of the lawyer or of other lawyers in the lawyer's firm).

When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such a significant risk exists in such situations. In addition, we do not believe that the exercise of Akerman's independent judgment as counsel to each party generally will be affected by our representation of Client in its matter(s) and our representation of law firms in unrelated matters.

Client acknowledges that we have disclosed the potential material limitation conflict of interest identified herein, and specifically consents to Akerman's representation of Client and our representation of law firms in unrelated matters including law firms that represent present or future parties in disputes or transactions adverse to Client. Client waives any conflict of interest with respect to those representations.

Modification in Writing Only; Severability. No change to the engagement letter shall be effective unless and until confirmed in writing and signed by the Firm and Client making express reference to the engagement letter. The engagement letter, including these terms and conditions of engagement, embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and the engagement letter shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and Client for the engagement. If any provision of the engagement letter is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire engagement letter will be severable and remain in effect.

SECTION 2

RESOLUTION 2026-31

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN
CENTRAL COMMUNITY DEVELOPMENT DISTRICT APPOINTING AN
INVESTMENT BANKER IN CONTEMPLATION OF THE ISSUANCE OF
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT SPECIAL
ASSESSMENT REVENUE BONDS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Dowden Central Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Orange County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) desires to appoint an Investment Banker to advise it regarding the proposed issuance of Special Assessment Revenue Bonds and other financing methods for District improvements.

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

SECTION 1. The Board hereby appoints MBS Capital Markets as the Investment Banker of the District, and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein as **Exhibit A**.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: Investment Banker Agreement

Exhibit A: Investment Banker Agreement



MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT

March 27, 2026

Board of Supervisors
Dowden Central Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with Dowden Central Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. This agreement relates to the proposed issuance of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements. This Agreement will cover the engagement for the Bonds and will be supplemented for future bond issuances as may be applicable.

1. **Scope of Services:** MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
 - Preparation of rating strategies and presentations related to the issue being underwritten.
 - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
 - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
 - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.



MBS CAPITAL MARKETS, LLC

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2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of 2% of the par amount of Bonds issued or \$50,000.
3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.



MBS CAPITAL MARKETS, LLC

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This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,

MBS Capital Markets, LLC

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

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EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.



MBS CAPITAL MARKETS, LLC

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Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

SECTION 4



Global Corporate Trust
500 West Cypress Creek Road, Suite 460
Fort Lauderdale, Florida 33309
Phone: 954.938.2476

usbank.com

March 19, 2026

Jason Showe
Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801

Re: Dowden Central Community Development District
Special Assessment and/or Capital Improvement Bonds

Mr. Showe:

Thank you for the opportunity to provide our services to Dowden Central Community Development District. This letter will confirm U.S. Bank's proposed fee structure for the District's issues (per Series).

Acceptance Fee	\$2,400
Closing Expenses	\$150 (Max, Florida Closing)
Annual Trustee, Paying Agent & Registrar Fee (0.033% of Bonds O/S, Min \$4,350 & Max \$8,250)	\$4,350 (Est.)
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees
Trustee Counsel Fee	\$6,250 (Not to Exceed)

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and which may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for document amendments and substitutions, tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank within 45 days may result in interest being charged on amounts owed to U.S. Bank for EAS fees and expenses at the prevailing market rate. This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be pro-rated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the terms and conditions set forth herein, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related expenses will be billed to the client directly.

All fees and expenses are payable in advance. Again, thank you for the opportunity to provide our services to the District and the District's professional team. Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

Scott A. Schuhle

Scott A. Schuhle, Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and other relevant documentation from individuals claiming authority to represent the entity.

SECTION B

BOND FINANCING TEAM FUNDING AGREEMENT

THIS BOND FINANCING TEAM FUNDING AGREEMENT (the “Agreement”) is made and entered into this 27th day of March, 2026, by and between:

DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Orange County, Florida, whose mailing address is c/o Governmental Management Services- Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”), and

BEACHLINE SOUTH RESIDENTIAL, LLC, a Florida limited liability company, and the developer of lands within the boundaries of the District, whose mailing address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, and its permitted successors and assigns (the “Developer” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by Ordinance 2026-02, adopted by the City Council of the City of Orlando, effective as of March 16, 2026, for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District’s improvements, facilities, and services.

A. The Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer, or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel, to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. The Parties agree that all fees, costs, or other expenses incurred by the District for the services of the District’s Engineer, Counsel, Financial Advisor, or other professionals for the work contemplated by this Agreement shall be paid solely from the funds provided by the Developer pursuant to this Agreement. Such payments shall be made in accordance with the District’s normal invoice and payment

procedures. The District agrees that any funds provided by the Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to the Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by the Developer. The District agrees to provide to the Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. The Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that the Developer fails to provide any such funds pursuant to this Agreement, the Parties agree the work may be halted until such time as sufficient funds are provided by the Developer to ensure payment of the costs, fees, or expenses which may be incurred in the performance of such work.

SECTION 3. TERMINATION. The Parties agree that the Developer may terminate this Agreement without cause by providing ten (10) days' written notice of termination to the District. Any such termination by the Developer is contingent upon the Developer's provision of sufficient funds to cover any and all fees, costs, or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. The Parties agree that the District may terminate this Agreement due to a failure of the Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days' written notice of termination to the Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

SECTION 4. CAPITALIZATION. The Parties agree that all funds provided by the Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse the Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by the Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

SECTION 5. DEFAULT. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

SECTION 6. ENFORCEMENT OF AGREEMENT. In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 7. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 8. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

SECTION 9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 10. NOTICES. All notices, requests, consents, and other communications hereunder (the "Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, electronic mail with read receipt, or overnight delivery service, to the Parties, as follows:

A. If to the District: Dowden Central CDD
c/o Governmental Management Services– CF, LLC
219 E. Livingston St.
Orlando, Florida 32801
Attn: District Manager
E-mail: jshowe@gmscfl.com

With a copy to: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
E-mail: jennifer@cddl原因ers.com

B. If to the Developer: Beachline South Residential, LLC
4901 Vineland Road
Suite 450
Orlando, Florida 32811
Attn: _____
E-mail: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

SECTION 11. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon, or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 12. ASSIGNMENT. Neither Party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other Party.

SECTION 13. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

Each party consents to and agrees that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Orange County, Florida

SECTION 14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 15. EFFECTIVE DATE. The Agreement shall be effective after execution by both Parties hereto and shall remain in effect unless terminated by either of the Parties hereto.

SECTION 16. ANTI-HUMAN TRAFFICKING. The Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Developer agrees to execute an affidavit in compliance with Section 787.06(14), *Florida Statutes*, and acknowledges that if The Developer refuses to sign said affidavit, the District may terminate this Agreement immediately.

SECTION 17. E-VERIFY REQUIREMENTS. The Developer shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by *Florida Statute*, The Developer shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall require all subcontractors to provide an affidavit to the Developer stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Developer shall maintain a copy of such affidavit for the duration of the contract. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Developer has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Developer represents that no public employer has terminated a contract with the Developer under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 18. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Developer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Developer's possession or, alternatively, keep, maintain, and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Developer, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Developer acknowledges that the designated Public Records Custodian for the District is **Governmental Management Services- Central Florida, LLC.**

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT RECORDREQUEST@GMSCFL.COM, OR BY REGULAR MAIL AT C/O GOVERNMENTAL MANAGEMENT SERVICES- CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the day and year first written above.

BEACHLINE SOUTH RESIDENTIAL, LLC

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: _____

Chairperson / Vice Chairperson,
Board of Supervisors

SECTION VI

SECTION A

RESOLUTION 2026-32

A RESOLUTION OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$72,500,000 PRINCIPAL AMOUNT DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION BY THE DISTRICT OF THE PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES PERMITTED BY THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES AND THE ORDINANCE CREATING THE DISTRICT; APPROVING A FORM OF THE MASTER TRUST INDENTURE; APPROVING AND APPOINTING A TRUSTEE; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE FOREGOING BONDS; AUTHORIZING AND APPROVING OTHER MATTERS RELATING TO THE FOREGOING BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 2026-2 of the City of Orlando, Florida (the “Ordinance”) Dowden Central Community Development District (the “District”) was established in the manner provided by law; and

WHEREAS, the District is authorized by the provisions of Chapter 190, Florida Statutes (the “Act”), and the Ordinance and, subject to the limitations set forth in the Act and in the Ordinance, if any, to issue its bonds and other evidence of indebtedness for the purpose, among other things, of constructing and/or acquiring public improvements and community facilities set forth in Section 190.012, Florida Statutes, (the “Project”); and

WHEREAS, the Project will provide significant benefits to the lands within its boundaries, is necessary for the public health, safety and welfare and is in the best interest of the District, its landowners and future residents; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to such bonds or other evidence of indebtedness by levying and collecting Pledged Revenues (as defined in the Indenture as defined below); and

WHEREAS, the District now desires to authorize the issuance of its special assessment revenue bonds in one or more series (the “Bonds”), in a principal amount not to exceed \$72,500,000 for the principal purpose of financing the construction and acquisition of the Project, to approve a Master Trust Indenture under which the Bonds will be issued; to appoint a trustee to serve under the Master Trust Indenture, to authorize the validation of the Bonds and to provide for various other matters relating thereto.

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

SECTION 1. Authorization. There is hereby authorized to be issued not exceeding \$72,500,000 principal amount of Dowden Central Community Development District special assessment revenue bonds in one or more series (the “Bonds”). The Bonds shall be issued under and secured by a Master Trust Indenture, as supplemented (the “Indenture”). The form of the Master Trust Indenture is attached hereto as **Exhibit “A”** and, by this reference, is incorporated in this Resolution as if set forth in full herein. The Bonds shall be dated, shall contain such further description, shall mature in amounts and at times, shall bear interest at the rates, and shall be redeemable at the redemption prices and upon the terms, all as shall be set forth in a resolution adopted by the Board of Supervisors (the “Board”) of the District at or before the execution and delivery of the Bonds by the Chair or Vice Chair of the Board, which Bonds shall be attested by the Secretary or any Assistant Secretary of the Board, and shall be authenticated by the Trustee under the Indenture.

SECTION 2. Approval of Master Trust Indenture. The Master Trust Indenture is hereby approved in substantially the form set forth in **Exhibit “A”** hereto (the “Master Trust Indenture”) and the Chair or the Vice Chair of the Board are hereby authorized and directed to execute and deliver such Master Trust Indenture on behalf of and in the name of the District, and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval.

SECTION 3. Trustee. The District hereby authorizes and approves U.S. Bank Trust Company, National Association, to serve as Trustee under the Master Trust Indenture and to take the actions required of the Trustee in connection with the execution and delivery of the Bonds.

SECTION 4. Approval of Capital Improvement Program. The Capital Improvement Program set forth as **Exhibit “B”** hereto is hereby approved as encompassing the scope and nature of the capital improvements which may be undertaken by the District from the proceeds of the Bonds. The actual projects which are components of the Capital Improvement Program to be undertaken by the District shall be established in subsequent reports of the Consulting Engineer to the District and set forth in the Supplemental Indenture relating to each Series of Bonds which may be issued by the District.

SECTION 5. Validation. Bond Counsel, Akerman LLP, and District Counsel, Kilinski | Van Wyk PLLC, are hereby authorized and directed to prepare, file and prosecute proceedings to validate the Bonds in the manner prescribed by the laws of the State of Florida. The District Manager, engineering consultant, financial consultant, Chair, Vice-Chair and/or any other members of the Board, officers and staff are hereby directed and authorized to provide such documents and testimony as may be necessary or useful in the prosecution of the validation proceedings as directed by counsel.

SECTION 6. Open Meetings. It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Florida Statutes, Section 286.011.

SECTION 7. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 8. Approval of Prior Actions. All actions taken to date by the members of the Board and the staff of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 9. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no Series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or Supplemental Indenture for each such Series fixing the details of such Series of Bonds remaining to be specified or delegating to the Chair, Vice Chair, Secretary or any Assistant Secretary and members of the Board the authority to fix such details.

SECTION 10. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 11. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 27th day of March, 2026.

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: Chair, Board of Supervisors

Attest:

Its: Secretary

EXHIBIT A

FORM OF MASTER TRUST INDENTURE

(See attached.)

EXHIBIT B

DESCRIPTION OF CAPITAL IMPROVEMENT PROGRAM

AND SUMMARY OF OPINION OF PROBABLE COSTS

The Project includes the planning, financing, acquisition, construction, reconstruction, equipping and installation of the following public infrastructure improvements and associated professional fees and incidental costs related thereto pursuant to Chapter 190, Florida Statutes, as amended, including, without limitation, the items listed below, all of which is described in more detail in the Dowden Central Community Development District Master Engineer's Report, dated March 24, 2026, prepared for the Board of Supervisors of Dowden Central Community Development District Dewberry Engineers, Inc.

EXHIBIT 6A OPINION OF PROBABLE COST					
INFRASTRUCTURE	N-13N (212 LOTS) 2026	N-6 (206 LOTS) 2026	N-13S (203 LOTS) 2026	N-7 (214 LOTS) 2028	Total (835 LOTS)
Stormwater Management (1)(5)(7)(9)(11)	\$4,925,000.00	\$4,925,000.00	\$4,925,000.00	\$4,925,000.00	\$ 19,700,000.00
Utilities (Water, Sewer, & Reuse) (1) (5)(7) (9)(11)	\$3,547,000.00	\$3,670,000.00	\$3,647,000.00	\$3,580,000.00	\$ 14,444,000.00
Undergrounding of Electrical Service (1)(5)(7)(9)(10)	\$846,000.00	\$891,000.00	\$883,000.00	\$858,000.00	\$ 3,478,000.00
Roadway (1)(4)(5)(7)	\$1,388,000.00	\$1,462,000.00	\$1,449,000.00	\$1,408,000.00	\$ 5,707,000.00
General Condition (1)(7)(8)(10)	\$83,000.00	\$87,000.00	\$86,000.00	\$84,000.00	\$ 340,000.00
Parks and Amenities (1)(7)(11)	\$459,000.00	\$483,000.00	\$479,000.00	\$465,000.00	\$ 1,886,000.00
Subtotal	\$ 11,248,000.00	\$ 11,518,000.00	\$ 11,469,000.00	\$ 11,320,000.00	\$ 45,555,000.00
Professional Fees	\$ 1,124,800.00	\$ 1,151,800.00	\$ 1,146,900.00	\$ 1,132,000.00	\$ 4,555,500.00
Contingency	\$ 1,237,280.00	\$ 1,266,980.00	\$ 1,261,590.00	\$ 1,245,200.00	\$ 5,011,050.00
Total	\$ 13,610,080.00	\$ 13,936,780.00	\$ 13,877,490.00	\$ 13,697,200.00	\$ 55,121,550.00

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
2. Excludes grading of each lot in conjunction with home construction, which will be provided by the home builder.
3. Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Stormwater does not include grading associated with building pads.
7. Estimates are based on 2026 cost.
8. Includes entry features, signage, hardscape, landscape, irrigation, and buffer fencing.
9. CDD will enter into a Lighting Agreement with OUC for the street light poles and lighting service. Includes only the incremental cost of undergrounding.
10. Estimates based on 135 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (all phases).

SECTION B

SECTION 1

REFERENCE NO. 50190415

DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT

Master Engineer's Report

March 27, 2026



ORIGINAL

SUBMITTED BY
Dewberry Engineers Inc.
800 N. Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407.843.5120

SUBMITTED TO
Dowden Central CDD
Attention: George Flint
219 E. Livingston Street
Orlando, Florida 32801
407.841.5524

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1. Introduction

The Dowden Central Community Development District (the "District" or "CDD") is generally located north of Wewahootee Road, south of State Road 528, east of Launch Point Road, and west of Innovation Way. The District is located entirely within the city limits of Orlando, Florida ("City"). The District contains approximately 379.19 acres and is expected to consist of 835 residential lots of various sizes for single-family and townhomes with recreation/amenity areas, parks, and associated infrastructure.

The CDD was established under City Ordinance No. 2026-2, which was approved by the Orlando City Council and became effective on March 16, 2026. The City of Orlando will own the roadways within the District. The District is anticipated to own and operate the stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development. Orange County will own all utilities serving the District once they are completed.

The Master Developer Beachline South Residential LLC, an affiliate of Mattamy Homes ("Developer"), is based in Orlando, Florida. The Development is approved as a Planned Development (PD) for Residential Units and is divided into two (2) villages. A land use summary is presented in Table 1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the city, county, South Florida Water Management District (SFWMD), and other applicable agencies with regulatory jurisdiction over the development, an overall estimate of the probable cost of the public improvements are provided in Exhibit 6A of this Report.

The Capital Improvement Plan ("CIP" or this "Engineer's Report") reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that any modifications will not diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	AREA (AC)
Master Stormwater System	30.42
Residential Land (Single-Family and Townhomes Lots)	144.57
Roadways Infrastructure & Public Facilities	59.76
Lakes	3.24
Amenity Center	1.33
Open Space/Conservation Areas/Parks	139.87
TOTAL	379.19

Table 1.2 Land Use Summary

PHASING SUMMARY	
PHASE	NUMBER OF UNITS
N-13N	212
N6	206
N-13N	203
N7	214
TOTAL – Dowden Central CDD	835

Table 1.3 Land Use Summary

LOT TYPES		
PHASE	LOT TYPE	NUMBER OF UNITS
N-13N	Townhome Lots	0
	40-ft Lots	0
	50-ft Lots	212
	60-ft Lots	0
N-6	Townhome Lots	206
	40-ft Lots	0
	50-ft Lots	0
	60-ft Lots	0
N-13S	Townhome Lots	98
	40-ft Lots	50
	50-ft Lots	34
	60-ft Lots	21
N-7	Townhome Lots	96
	40-ft Lots	39
	50-ft Lots	57
	60-ft Lots	22
TOTAL LOTS – Dowden Central CDD		835

2. Purpose and Scope

The purpose of this Report is to provide engineering support for the funding of the proposed improvements within the District. This report will identify the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon the information and documentation prepared or supplied by others to prepare this Engineer's Report.

3. The Development

The development will consist of a total of 835 residential units and associated infrastructure. The development is a planned residential community generally located north of Wewahootee Road, south of State Road 528, east of Launch Point Road, and west of Innovation Way, consisting of 379.19 acres. The District is located entirely within the City of Orlando. The land use for the District is planned unit development. The development will be constructed in two (2) villages and include up to four (4) phases.

4. Capital Improvements

The CIP consists of public infrastructure in each village and each phase of said village. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three (3) lift stations and one (1) master lift station, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP that will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the three (3) lift stations and one (1) master lift station serving the project. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District.

As a part of the recreational component of the CIP, there are various amenity centers within the development and specifically for each of the villages of the development. There will be conservation areas as well that can serve as passive parks within the various villages and the development that are available to the public for utilization of the facilities. The amenity centers and recreational areas will have connectivity via sidewalks to the other portions of the District. The amenity centers and recreational areas will be accessed by the public roadways and sidewalks.

5. Capital Improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the City and SFWMD. There are various conservation areas throughout the District and will be preserved in the existing condition and these will accept stormwater discharges from our ponds.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C0225G, effective date December 22, 2016, demonstrates that the property is located within Flood Zones X, and A. Based on this information and the site topography, it appears that 100-year compensation will be done in areas where we will impact existing depressions throughout the development and the 100-year flood volumes will be compensated as it is required by the city, county, and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by

the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA) and the City of Orlando. The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

5.2 Public Roadways

The CIP includes subdivision roads within the District and off-site roadway improvements. Generally, all roads will be two-lane undivided roads. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping, signage, and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders and will be owned and maintained by the City of Orlando. All roads will be designed in accordance with City of Orlando, Orange County and FDOT standards, and all roadway improvements financed by the District shall be available for use by the general public and are anticipated to be dedicated to the City of Orlando for ownership, operation and maintenance.

5.3 Water and Wastewater Facilities

A potable drinking water system inclusive of water main, gate valves, fire hydrants, and appurtenances will be installed for the District. The water service provider will be Orange County Public Utilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Laterals will branch off from these sewer lines to serve the individual lots.

All water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

The water and wastewater collection systems for all phases will be completed by the district and dedicated to Orange County Utilities for operation and maintenance.

5.4 Off-Site Improvements

The District will provide funding for the anticipated turn lanes, and utility extensions at the development entrances. The site construction activities associated with the CIP are anticipated to be completed by villages and phases based on the estimated schedule for each village and phase. The schedule is shown on Exhibit 6A. Upon completion of each phase within each village, the improvements will be through the required inspections as well as final certifications of completions will be obtained from SFWMD, FDEP (wastewater collection), and the City/County.

5.5 Amenities and Parks

In conjunction with the construction of the CIP, the District intends to construct playgrounds, walking paths, courts, benches, open fields, and other passive amenities. These improvements will be funded by the District and owned and operated by the HOA (Home Owners Association), with the exception of some monuments and open spaces which will be owned by the District.

The Developer may also choose to construct and finance entry monuments, open spaces, and other amenity facilities. Any such improvements privately constructed and financed by the Developer will be considered common elements for the exclusive benefit of the District landowners.

5.6 Electric Utilities and Lighting

The District intends to lease streetlights through an agreement with the Orlando Utilities Commission ("OUC") in which case the District would fund the streetlights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP. The CIP does, however, include the incremental cost of undergrounding electrical utility lines within right-of-way utility easements. Any lines and transformers located in such areas would be owned by the OUC and not paid for by the District as part of the CIP.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. The irrigation system will use reclaimed water or an irrigation well. The irrigation water mains to the various phases of the development will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned, and maintained by the CDD. It is noted that the City requires the walls as a buffer the development and thus will be funded together with the landscaping. There are no hard gates in the District and the District is accessible to the public.

5.8 Miscellaneous

The District will construct and/or install landscaping and hardscaping within District common areas and rights-of-way. The hardscaping will consist of entry features and landscaping. All such landscaping and hardscaping will be owned, maintained, and funded by the District. The District also intends to construct an irrigation system for the development that will provide a lower cost alternative to potable water for District landowners. The system will also provide water for the common areas, pond side slopes, etc. Installation, operation, and maintenance of any irrigation system will be the responsibility of the District.

5.9 Permitting

Construction permits for all phases are required and include the SFWMD Environmental Resource Permit (ERP), Orange County Public Utilities, FDEP, and City construction plan approval.

Table 5.1 Permit Status for Overall Development

PERMITTING				
PERMITS/APPROVALS	APPROVAL STATUS			
	N-13N	N-6	N-13S	N-7
Zoning Approval	Approved (10/17/23)	Pending	Approved (10/17/23)	Approved (10/17/23)
Preliminary Plat	Pending	Pending	Recorded (11/19/25)	Recorded (8/8/25)
SFWMD ERP	Approved (11/19/24)	Pending	Approved (6/5/25)	Approved (5/7/24)
Construction Permits	Approved (10/9/25)	Pending	Approved (12/9/24)	Approved (8/21/25)
Orange County Public Utilities Water Sanitary Sewer Collection and Reuse Water Mains	Approved (10/9/25)	Pending	Approved (12/9/24)	Approved (8/21/25)
FDEP Water and Sanitary Sewer General Permit	Water Approved (11/13/24) Sewer Approved (10/21/24)	Pending	Water Approved (10/9/25) Sewer Pending	Water Approved (9/24/25) Sewer Approved (9/19/25)
FDEP NPDES NOI	Approved (11/8/24)	Pending	Approved (11/8/24)	Approved (6/20/24)

6. Recommendation

As previously described, the public infrastructure is necessary for the development and functional operation as required by the City and County. The site planning, engineering design, and construction plans for the infrastructure are or will be in accordance with the applicable requirements of the City, the County, and the SFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation are in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the Opinion of Probable Costs for this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SFWMD, Orange County, and the City regulations.

7. Report Modification

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

8. Summary and Conclusion

The improvements as outlined are necessary for the functional development of the Project. The Project is being designed in accordance with current government regulatory requirements. The Project will serve its intended function provided the construction is in substantial compliance with the design. Items of construction for the Project are based upon current development plans.

9. Engineer's Certification

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. It is noted that all financed property improvements will be located on district owned lands that is or will be at the time of conveyance to the district or subject to a permanent easement in favor of the district or another public governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the county and city. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control.

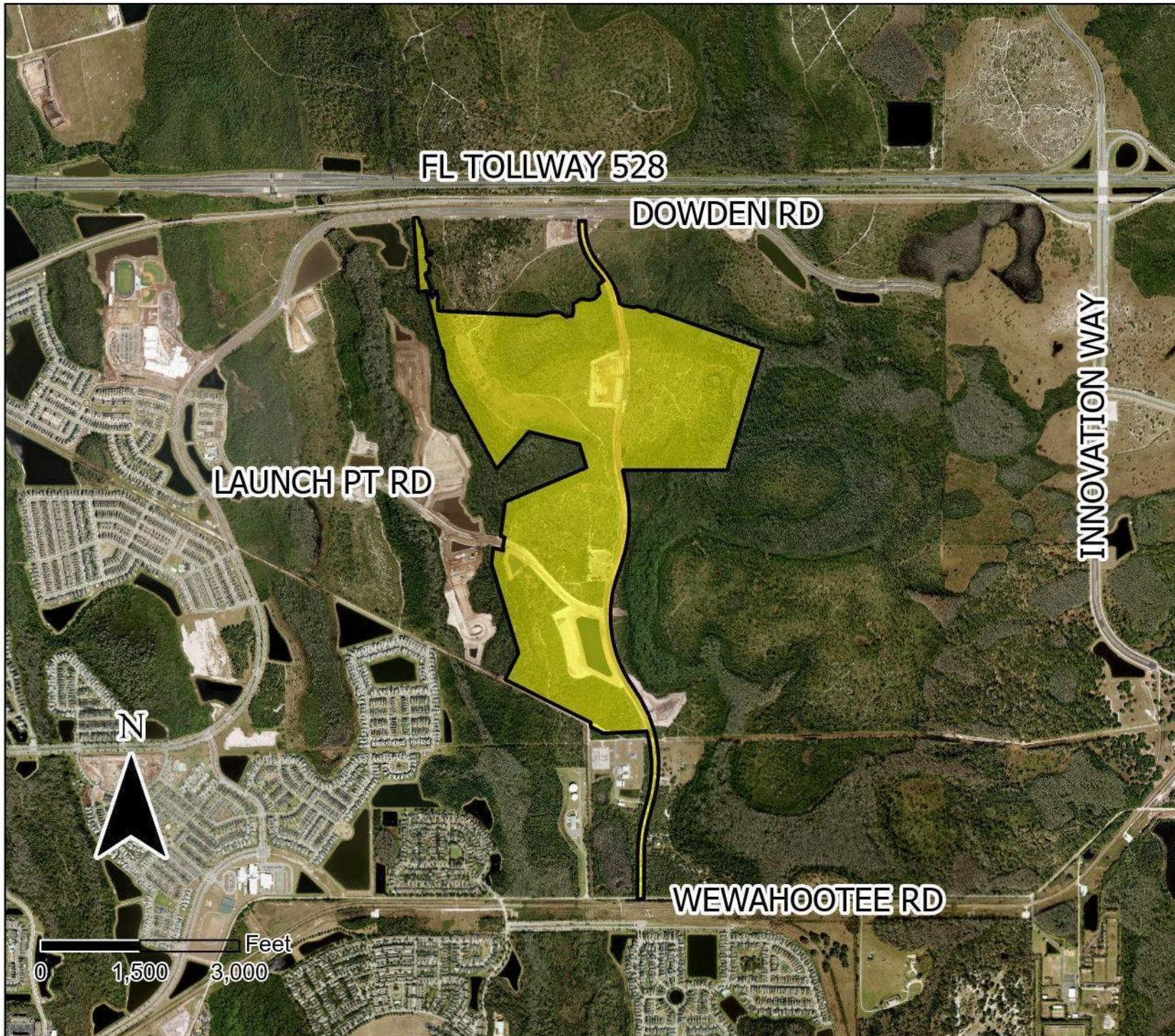
Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefiting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Dowden Central Community Development District.



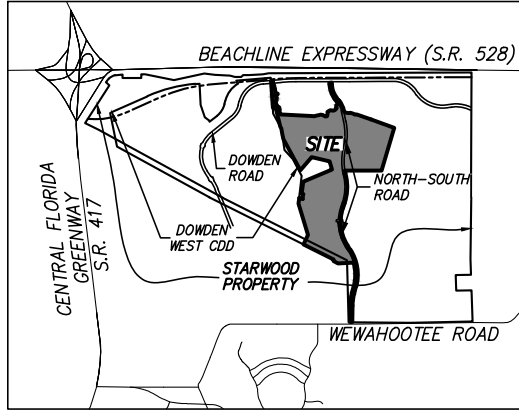
Reinardo Malavé, P.E.
Florida License No. 31588



Legend

 Dowden Central CDD

Exhibit 1 General Location Map Dowden Central CDD



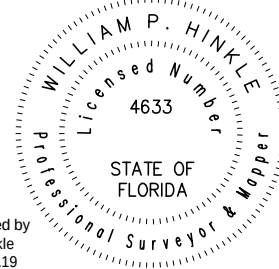
VICINITY MAP
NOT TO SCALE

LEGEND:

PC	POINT OF CURVATURE	PG(S)	PAGE(S)
PCC	POINT OF COMPOUND CURVATURE	L	LENGTH
PNT	POINT OF NON-TANGENCY	R	RADIUS
PT	POINT OF TANGENCY	Δ	CENTRAL ANGLE
R/W	RIGHT OF WAY	CB	CHORD BEARING
O.R.B.	OFFICIAL RECORDS BOOK	CH	CHORD LENGTH
INSTRUMENT #	INSTRUMENT NUMBER	SF	SQUARE FEET
SECTION #-T#S-R#E	SECTION NUMBER, TOWNSHIP NUMBER SOUTH, RANGE NUMBER EAST	AC	ACRES
		LB	LICENSED BUSINESS
		P.B.	PLAT BOOK
		CDD	COMMUNITY DEVELOPMENT DISTRICT
○	CHANGE OF DIRECTION		

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AS BEING S00°08'54"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 11/19/2025 PER FAC 5J-17.062(2).



William P Hinkle
Digitally signed by William P Hinkle
Date: 2025.11.19 18:52:45 -05'00'

WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER
NO. LS 4633

DATE

SHEET 1 OF 12

(SEE SHEETS 2-5 FOR DESCRIPTION OF SKETCH)
(SEE SHEET 6 FOR KEY SHEET)
(SEE SHEETS 7-11 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION
-OF-
DOWDEN CENTRAL
CDD**

SECTIONS 34 & 35, TOWNSHIP 23 SOUTH,
RANGE 31 EAST
SECTIONS 2 & 3, TOWNSHIP 24 SOUTH,
RANGE 31 EAST
ORANGE COUNTY FLORIDA



800 NORTH MAGNOLIA AVENUE, SUITE 1000
ORLANDO, FLORIDA 32803
PHONE: 321.354.9817
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 10/31/2025
REV DATE: 11/18/2025
SCALE 1" = N/A

PROJ: 50190415
DRAWN BY: AS
CHECKED BY: GLM

**Exhibit 2
Legal Description
Dowden Central CDD**

LEGAL DESCRIPTION:

A PORTION OF LANDS LYING IN SECTIONS 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°08'54"W ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 35, A DISTANCE OF 693.62 FEET; THENCE N89°51'06"W, A DISTANCE OF 75.95 FEET TO THE POINT OF BEGINNING; THENCE S00°13'58"E, A DISTANCE OF 77.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 901.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF S19°17'04"E AND A CHORD DISTANCE OF 588.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 599.48 FEET TO THE POINT OF TANGENCY; THENCE S38°20'10"E, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1049.95 FEET, A CENTRAL ANGLE OF 25°48'04", A CHORD BEARING OF S25°26'08"E AND A CHORD DISTANCE OF 468.82 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 472.81 FEET TO THE POINT OF TANGENCY; THENCE S12°32'06"E, A DISTANCE OF 57.81 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES AND DISTANCES: S60°51'06"E, A DISTANCE OF 65.89 FEET; THENCE S79°30'16"E, A DISTANCE OF 152.71 FEET; THENCE N79°07'58"E, A DISTANCE OF 73.73 FEET; THENCE S76°04'22"E, A DISTANCE OF 115.36 FEET; THENCE S57°46'03"E, A DISTANCE OF 97.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 17187.00 FEET, A CENTRAL ANGLE OF 00°13'24", A CHORD BEARING OF N75°39'33"E AND A CHORD DISTANCE OF 66.95 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.95 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 661.23 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20250386088 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 1057.52 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20240397368 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, S16°27'23"W, A DISTANCE OF 1909.02 FEET TO THE SOUTHERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTHERLY LINE, N90°00'00"W, A DISTANCE OF 697.20 FEET TO THE END OF SAID SOUTHERLY LINE; THENCE CONTINUE N90°00'00"W, A DISTANCE OF 873.94 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382 OF SAID PUBLIC RECORDS; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2492.98 FEET, A CENTRAL ANGLE OF 02°59'41", A CHORD BEARING OF S10°42'41"E AND A CHORD DISTANCE OF 130.28 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 130.30 FEET TO THE POINT OF TANGENCY; THENCE S12°12'32"E, A DISTANCE OF 127.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2136.98 FEET, A CENTRAL ANGLE OF 31°08'00", A CHORD BEARING OF S03°21'28"W AND A CHORD DISTANCE OF 1146.96 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1161.19 FEET TO THE POINT OF TANGENCY;

(SEE SHEET 1 FOR NOTES AND LEGEND)

(SEE SHEET 6 FOR KEY SHEET)

(SEE SHEETS 7-11 FOR SKETCH OF DESCRIPTION)

SHEET 2 OF 12

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION —OF—

DOWDEN CENTRAL CDD

SECTIONS 34 & 35, TOWNSHIP 23 SOUTH,
RANGE 31 EAST
SECTIONS 2 & 3, TOWNSHIP 24 SOUTH,
RANGE 31 EAST
ORANGE COUNTY FLORIDA



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PHONE: 321.354.9817
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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 10/31/2025
REV DATE: 11/18/2025
SCALE 1" = N/A

PROJ: 50190415
DRAWN BY: AS
CHECKED BY: GLM

**Exhibit 2
Legal Description
Dowden Central CDD**

LEGAL DESCRIPTION: (CONTINUED)

THENCE S18°55'29"W, A DISTANCE OF 208.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 14°12'37", A CHORD BEARING OF S11°49'10"W AND A CHORD DISTANCE OF 459.23 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 460.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 06°17'59", A CHORD BEARING OF S01°33'52"W AND A CHORD DISTANCE OF 204.01 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 204.10 FEET, RETURNING TO A POINT ON SAID EASTERLY LINE, SAID POINT BEING A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 31°09'40", A CHORD BEARING OF S17°09'58"E AND A CHORD DISTANCE OF 997.21 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1009.61 FEET TO THE POINT OF TANGENCY; THENCE S32°44'48"E, A DISTANCE OF 218.30 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1963.36 FEET, A CENTRAL ANGLE OF 47°37'46", A CHORD BEARING OF S08°55'55"E AND A CHORD DISTANCE OF 1585.53 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1632.12 FEET TO THE POINT OF TANGENCY; THENCE S14°52'59"W, A DISTANCE OF 318.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2066.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF S07°39'24"W AND A CHORD DISTANCE OF 519.75 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 521.14 FEET TO THE POINT OF TANGENCY; THENCE S00°25'50"W, A DISTANCE OF 688.89 FEET TO THE NORTH RIGHT OF WAY LINE OF WEWAHOOTEE ROAD, BEING A 30.00 FOOT WIDE RIGHT OF WAY, AS RECORDED IN INSTRUMENT NUMBER 20220248477, OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N89°34'10"W, A DISTANCE OF 100.00 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: N00°25'50"E, A DISTANCE OF 688.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2166.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF N07°39'24"E AND A CHORD DISTANCE OF 544.91 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 546.36 FEET TO THE POINT OF TANGENCY; THENCE N14°52'59"E, A DISTANCE OF 280.55 FEET TO THE WEST LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 30°32'14", A CHORD BEARING OF N00°23'08"W AND A CHORD DISTANCE OF 1027.04 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1039.30 FEET TO THE SOUTH LINE OF STARWOOD PHASE N-7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118, PAGES 106 THROUGH 114, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE, S87°12'24"W, A DISTANCE OF 651.62 FEET; THENCE N63°21'50"W, A DISTANCE OF 217.15 FEET; THENCE N01°30'57"W, A DISTANCE OF 68.04 FEET; THENCE N63°21'19"W, A DISTANCE OF 1442.29 FEET TO THE EAST LINE OF THE DOWDEN WEST CDD, AS RECORDED IN INSTRUMENT NUMBER 20170217494; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: N26°38'41"E, A DISTANCE OF 449.68 FEET; THENCE N16°53'30"W, A DISTANCE OF 1403.95 FEET;

SHEET 3 OF 12

(SEE SHEET 1 FOR NOTES AND LEGEND)
(SEE SHEET 6 FOR KEY SHEET)
(SEE SHEETS 7-11 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

**DOWDEN CENTRAL
CDD**

SECTIONS 34 & 35, TOWNSHIP 23 SOUTH,
RANGE 31 EAST
SECTIONS 2 & 3, TOWNSHIP 24 SOUTH,
RANGE 31 EAST
ORANGE COUNTY FLORIDA



800 NORTH MAGNOLIA AVENUE, SUITE 1000
ORLANDO, FLORIDA 32803
PHONE: 321.354.9817
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 10/31/2025
REV DATE: 11/18/2025
SCALE 1" = N/A

PROJ: 50190415
DRAWN BY: AS
CHECKED BY: GLM

**Exhibit 2
Legal Description
Dowden Central CDD**

LEGAL DESCRIPTION: (CONTINUED)

THENCE N06°27'17"E, A DISTANCE OF 238.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 942.00 FEET, A CENTRAL ANGLE OF 09°37'31", A CHORD BEARING OF S74°00'14"E AND A CHORD DISTANCE OF 158.06 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 158.25 FEET; THENCE N02°48'05"W, A DISTANCE OF 65.11 FEET; THENCE N08°46'50"E, A DISTANCE OF 91.41 FEET; THENCE N18°26'25"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 03°31'44", A CHORD BEARING OF N73°19'27"W AND A CHORD DISTANCE OF 70.32 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.33 FEET TO THE EAST LINE OF STARWOOD PHASE N-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 119 THROUGH 125, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES,; THENCE N07°27'21"E, A DISTANCE OF 519.96 FEET; THENCE N67°06'48"E, A DISTANCE OF 1332.34 FEET; THENCE N16°56'45"W, A DISTANCE OF 366.38 FEET; THENCE N76°11'33"W, A DISTANCE OF 786.91 FEET; THENCE S40°44'14"W, A DISTANCE OF 745.19 FEET; THENCE N28°29'44"W, A DISTANCE OF 1511.61 FEET; THENCE N13°59'45"W, A DISTANCE OF 194.58 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES N08°28'31"W, A DISTANCE OF 261.96 FEET; N28°26'51"W, A DISTANCE OF 100.98 FEET TO THE EAST LINE OF AFOREMENTIONED STARWOOD PHASE N-4; THENCE ALONG SAID EAST LINE, N13°59'45"W, A DISTANCE OF 850.25 FEET; THENCE S77°51'13"W, A DISTANCE OF 115.95 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE, N03°53'30"W, A DISTANCE OF 1124.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 7576.94 FEET, A CENTRAL ANGLE OF 00°31'12", A CHORD BEARING OF N86°22'06"E AND A CHORD DISTANCE OF 68.78 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.78 FEET; THENCE S26°53'00"E, A DISTANCE OF 26.15 FEET; THENCE S12°10'47"E, A DISTANCE OF 51.19 FEET; THENCE S26°14'50"E, A DISTANCE OF 107.30 FEET; THENCE S03°51'21"E, A DISTANCE OF 79.51 FEET; THENCE S24°34'26"E, A DISTANCE OF 69.11 FEET; THENCE S06°03'53"E, A DISTANCE OF 114.79 FEET; THENCE S08°21'41"E, A DISTANCE OF 54.25 FEET; THENCE S12°15'42"E, A DISTANCE OF 40.05 FEET; THENCE S07°55'32"W, A DISTANCE OF 21.05 FEET; THENCE N69°29'37"E, A DISTANCE OF 84.30 FEET; THENCE S03°29'17"E, A DISTANCE OF 35.35 FEET; THENCE S68°36'33"W, A DISTANCE OF 49.22 FEET; THENCE S86°49'22"W, A DISTANCE OF 29.51 FEET; THENCE S21°23'23"W, A DISTANCE OF 40.23 FEET; THENCE S21°02'51"E, A DISTANCE OF 47.72 FEET; THENCE S41°02'09"E, A DISTANCE OF 70.79 FEET; THENCE S25°10'29"W, A DISTANCE OF 46.76 FEET; THENCE S01°20'46"W, A DISTANCE OF 70.63 FEET; THENCE S58°11'06"W, A DISTANCE OF 63.53 FEET; THENCE S15°14'36"E, A DISTANCE OF 77.69 FEET; THENCE S28°28'18"E, A DISTANCE OF 71.54 FEET; THENCE S10°53'59"E, A DISTANCE OF 76.24 FEET; THENCE S79°42'14"E, A DISTANCE OF 34.76 FEET; THENCE S51°07'29"W, A DISTANCE OF 45.45 FEET; THENCE S06°11'10"E, A DISTANCE OF 37.88 FEET; THENCE S22°22'24"E, A DISTANCE OF 80.50 FEET; THENCE N33°49'25"E, A DISTANCE OF 122.12 FEET; THENCE S12°23'01"E, A DISTANCE OF 105.24 FEET; THENCE S10°13'56"W, A DISTANCE OF 53.49 FEET; THENCE S04°59'42"E, A DISTANCE OF 57.80 FEET;

SHEET 4 OF 12 (SEE SHEET 1 FOR NOTES AND LEGEND) (SEE SHEET 6 FOR KEY SHEET)
(SEE SHEETS 7-11 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION —OF— DOWDEN CENTRAL CDD

SECTIONS 34 & 35, TOWNSHIP 23 SOUTH,
RANGE 31 EAST
SECTIONS 2 & 3, TOWNSHIP 24 SOUTH,
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PREPARED FOR:

BEACHLINE SOUTH
RESIDENTIAL, LLC

DATE: 10/31/2025
REV DATE: 11/18/2025
SCALE 1" = N/A

PROJ: 50190415
DRAWN BY: AS
CHECKED BY: GLM

Exhibit 2
Legal Description
Dowden Central CDD

LEGAL DESCRIPTION: (CONTINUED)

THENCE S02°58'32"E, A DISTANCE OF 73.43 FEET; THENCE S32°25'25"E, A DISTANCE OF 15.65 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427 OF SAID PUBLIC RECORDS; THENCE S87°06'25"E, ALONG SAID NORTHERLY LINE A DISTANCE OF 1321.17 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN S87°06'25"E, A DISTANCE OF 163.56 FEET; THENCE N77°06'19"E, A DISTANCE OF 25.43 FEET; THENCE N75°29'56"E, A DISTANCE OF 85.44 FEET; THENCE N73°40'37"E, A DISTANCE OF 58.80 FEET; THENCE N81°06'43"E, A DISTANCE OF 90.03 FEET; THENCE S85°50'34"E, A DISTANCE OF 92.43 FEET; THENCE S56°31'03"E, A DISTANCE OF 118.99 FEET; THENCE N81°40'05"E, A DISTANCE OF 87.26 FEET; THENCE N12°34'41"E, A DISTANCE OF 82.86 FEET; THENCE N01°55'19"W, A DISTANCE OF 104.62 FEET; THENCE N60°28'01"E, A DISTANCE OF 142.00 FEET; THENCE S82°08'13"E, A DISTANCE OF 132.31 FEET; THENCE N69°29'56"E, A DISTANCE OF 88.26 FEET; THENCE N40°13'33"E, A DISTANCE OF 100.42 FEET; THENCE N18°18'04"W, A DISTANCE OF 63.33 FEET; THENCE N00°19'14"W, A DISTANCE OF 67.91 FEET; THENCE N55°29'12"E, A DISTANCE OF 99.23 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 949.95 FEET, A CENTRAL ANGLE OF 05°45'23", A CHORD BEARING OF N35°27'29"W AND A CHORD DISTANCE OF 95.40 FEET; THENCE RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.44 FEET TO THE POINT OF TANGENCY; THENCE N38°20'10"W, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1001.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF N19°17'04"W AND A CHORD DISTANCE OF 653.77 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 665.98 FEET; THENCE N00°13'58"W, A DISTANCE OF 74.62 FEET; THENCE S60°13'58"E, A DISTANCE OF 7.51 FEET; THENCE N89°46'02"E, A DISTANCE OF 80.00 FEET; THENCE N64°46'02"E, A DISTANCE OF 14.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,517,581 SQUARE FEET OR 379.19 ACRES MORE OR LESS.

SHEET 5 OF 12

(SEE SHEET 1 FOR NOTES AND LEGEND)
(SEE SHEET 6 FOR KEY SHEET)
(SEE SHEETS 7-11 FOR SKETCH OF DESCRIPTION)

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SKETCH OF DESCRIPTION
—OF—

**DOWDEN CENTRAL
CDD**

SECTIONS 34 & 35, TOWNSHIP 23 SOUTH,
RANGE 31 EAST
SECTIONS 2 & 3, TOWNSHIP 24 SOUTH,
RANGE 31 EAST
ORANGE COUNTY FLORIDA



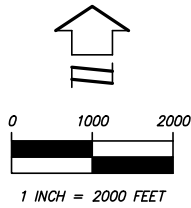
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PREPARED FOR:

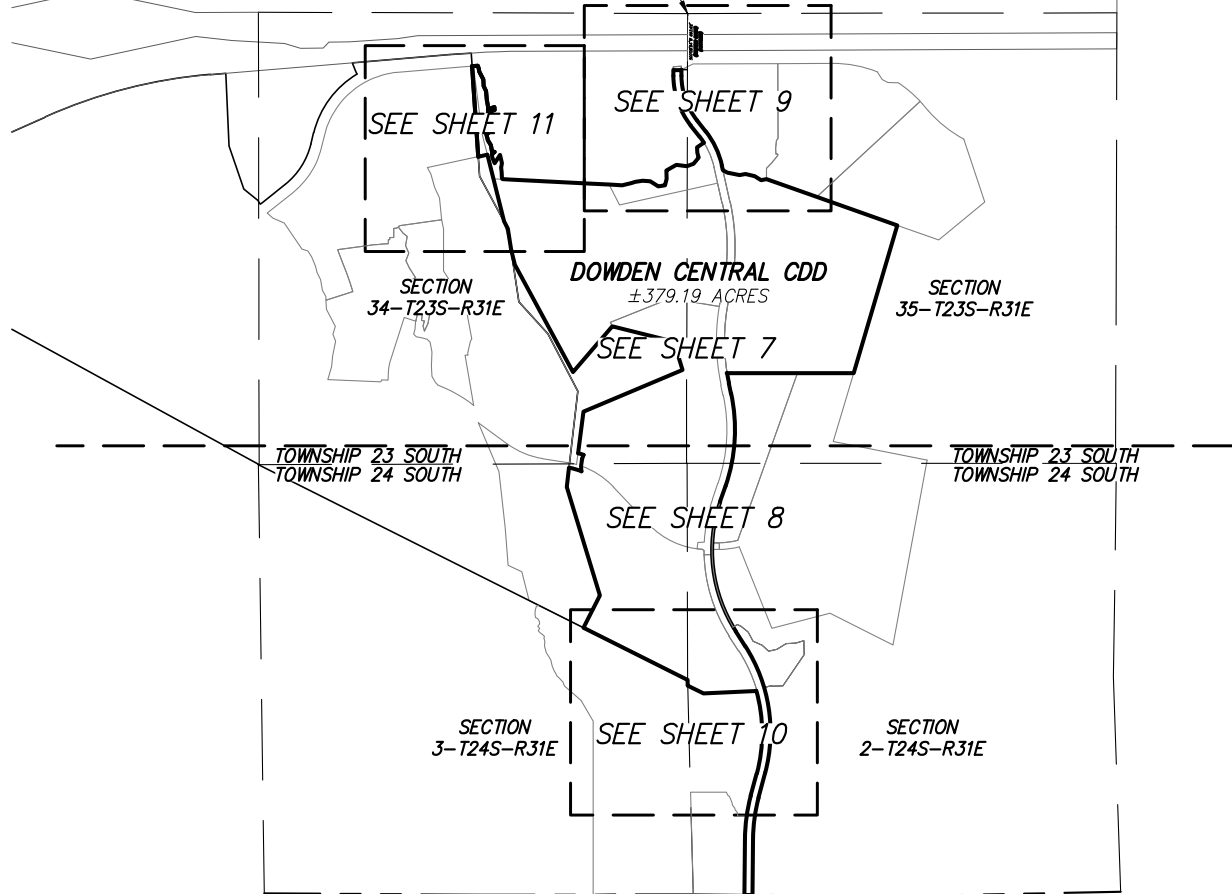
**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 10/31/2025 PROJ: 50190415
REV DATE: 11/18/2025 DRAWN BY: AS
SCALE 1" = N/A CHECKED BY: GLM

Exhibit 2
Legal Description
Dowden Central CDD



POINT OF COMMENCEMENT
NW CORNER OF SECTION 35-T23S-R31E



SHEET 6 OF 12

(SEE SHEET 1 FOR NOTES AND LEGEND)
(SEE SHEETS 2-5 FOR DESCRIPTION OF SKETCH)
(SEE SHEETS 7-11 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
—OF—
DOWDEN CENTRAL CDD

SECTIONS 34 & 35, TOWNSHIP 23 SOUTH,
RANGE 31 EAST
SECTIONS 2 & 3, TOWNSHIP 24 SOUTH,
RANGE 31 EAST
ORANGE COUNTY FLORIDA



Dewberry

800 NORTH MAGNOLIA AVENUE, SUITE 1000
ORLANDO, FLORIDA 32803
PHONE: 321.354.9817
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE SOUTH
RESIDENTIAL, LLC**

DATE: 10/31/2025
REV DATE: 11/18/2025
SCALE 1" = 2000'

PROJ: 50190415
DRAWN BY: AS
CHECKED BY: GLM

Exhibit 2
Legal Description
Dowden Central CDD

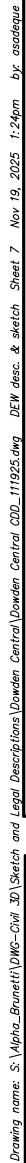
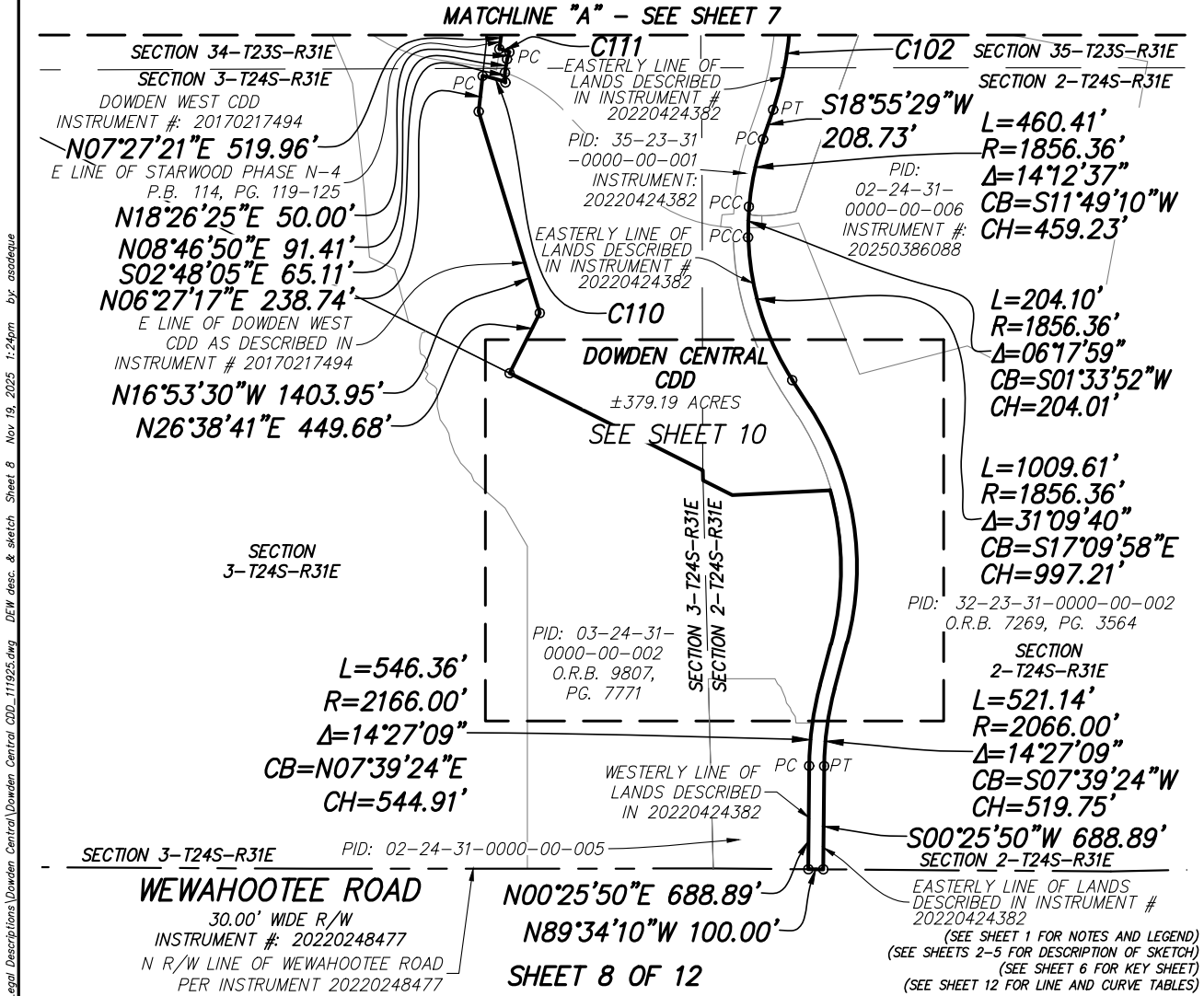
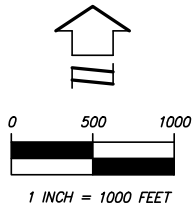


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-OF-
DOWDEN CENTRAL
CDD**

SECTIONS 34 & 35, TOWNSHIP 23 SOUTH,
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SECTIONS 2 & 3, TOWNSHIP 24 SOUTH,
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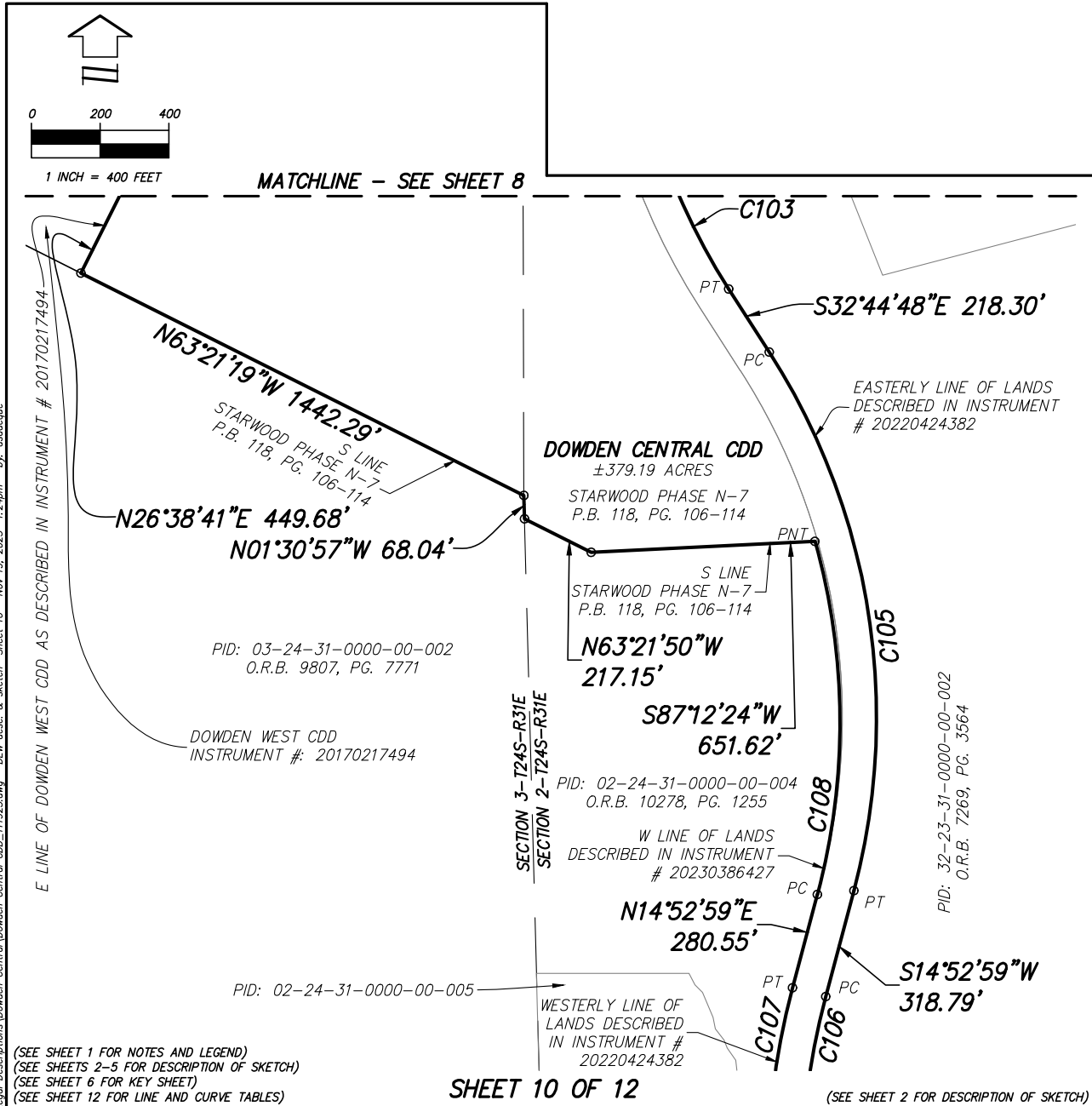
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CDD

SECTIONS 34 & 35, TOWNSHIP 23 SOUTH,
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SECTIONS 2 & 3, TOWNSHIP 24 SOUTH,
RANGE 31 EAST
ORANGE COUNTY FLORIDA



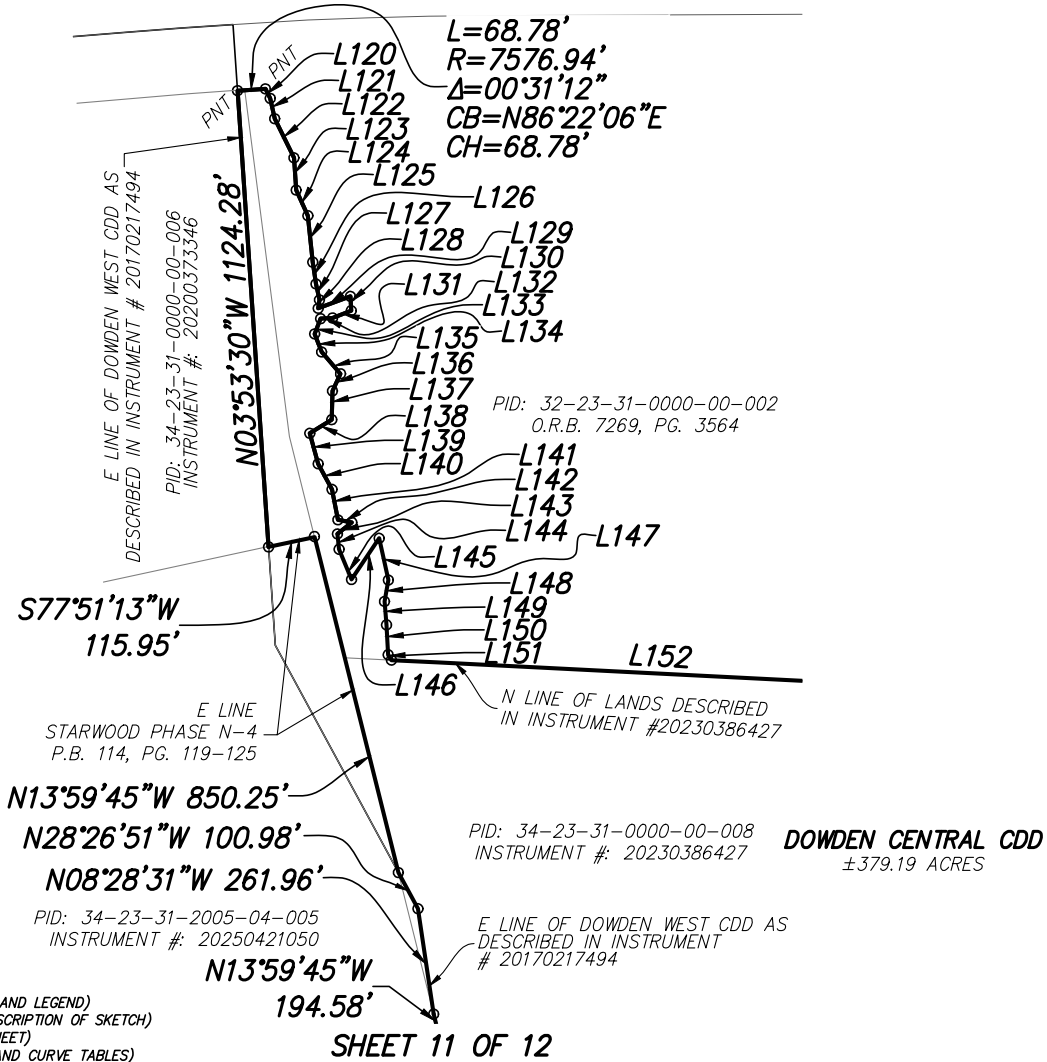
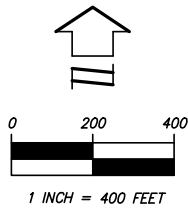
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PREPARED FOR:

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DATE: 10/31/2025
REV DATE: 11/18/2025
SCALE 1" = 400'

Exhibit 2
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Dowden Central CDD



**SKETCH OF DESCRIPTION
—OF—
DOWDEN CENTRAL
CDD**

SECTIONS 34 & 35, TOWNSHIP 23 SOUTH,
RANGE 31 EAST
SECTIONS 2 & 3, TOWNSHIP 24 SOUTH,
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DRAWN BY: AS
CHECKED BY: GLM

**Exhibit 2
Legal Description
Dowden Central CDD**

Drawing name: S:\Alpha_Brunei\DWG-Civil_3D\Sketch and Legal Descriptions\Downden Central CDD-111925.dwg DEW desc. & sketch Sheet 12 Nov 19, 2025 1:24pm by asodeque

LINE TABLE		
LINE	BEARING	LENGTH
L8	S60°13'58"E	7.51'
L9	N89°46'02"E	80.00'
L10	N64°46'02"E	14.90'
L100	S12°32'06"E	57.81'
L101	S60°51'06"E	65.89'
L102	S79°30'16"E	152.71'
L103	N79°07'58"E	73.73'
L104	S76°04'22"E	115.36'
L105	S57°46'03"E	97.61'
L120	S26°53'00"E	26.15'
L121	S12°10'47"E	51.19'
L122	S26°14'50"E	107.30'
L123	S03°51'21"E	79.51'
L124	S24°34'26"E	69.11'
L125	S06°03'53"E	114.79'
L126	S08°21'41"E	54.25'
L127	S12°15'42"E	40.05'
L128	S07°55'32"W	21.05'
L129	N69°29'37"E	84.30'
L130	S03°29'17"E	35.35'
L131	S68°36'33"W	49.22'
L132	S86°49'22"W	29.51'
L133	S21°23'23"W	40.23'
L134	S21°02'51"E	47.72'
L135	S41°02'09"E	70.79'
L136	S25°10'29"W	46.76'
L137	S01°20'46"W	70.63'
L138	S58°11'06"W	63.53'
L139	S15°14'36"E	77.69'
L140	S28°28'18"E	71.54'

LINE TABLE		
LINE	BEARING	LENGTH
L141	S10°53'59"E	76.24'
L142	S79°42'14"E	34.76'
L143	S51°07'29"W	45.45'
L144	S06°11'10"E	37.88'
L145	S22°22'24"E	80.50'
L146	N33°49'25"E	122.12'
L147	S12°23'01"E	105.24'
L148	S10°13'56"W	53.49'
L149	S04°59'42"E	57.80'
L150	S02°58'32"E	73.43'
L151	S32°25'25"E	15.65'
L152	S87°06'25"E	1321.17'
L154	S87°06'25"E	163.56'
L155	N77°06'19"E	25.43'
L156	N75°29'56"E	85.44'
L157	N73°40'37"E	58.80'
L158	N81°06'43"E	90.03'
L159	S85°50'34"E	92.43'
L160	S56°31'03"E	118.99'
L161	N81°40'05"E	87.26'
L162	N12°34'41"E	82.86'
L163	N01°55'19"W	104.62'
L164	N60°28'01"E	142.00'
L165	S82°08'13"E	132.31'
L166	N69°29'56"E	88.26'
L167	N40°13'33"E	100.42'
L168	N18°18'04"W	63.33'
L169	N00°19'14"W	67.91'
L170	N55°29'12"E	99.23'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C100	66.95'	17187.00	00°13'24"	66.95'	N75°39'33"E
C101	130.30'	2492.98	02°59'41"	130.28'	S10°42'41"E
C102	1161.19'	2136.98	31°08'00"	1146.96'	S03°21'28"W
C103	1009.61'	1856.36	31°09'40"	997.21'	S17°09'58"E
C105	1632.12'	1963.36	47°37'46"	1585.53'	S08°55'55"E
C106	521.14'	2066.00	14°27'09"	519.75'	S07°39'24"W
C107	546.36'	2166.00	14°27'09"	544.91'	N07°39'24"E
C108	1039.30'	1950.00	30°32'14"	1027.04'	N00°23'08"W
C109	95.44'	949.95	05°45'23"	95.40'	N35°27'29"W
C110	158.25'	942.00	09°37'31"	158.06'	S74°00'14"W
C111	70.33'	1142.00	03°31'44"	70.32'	N73°19'27"W

(SEE SHEET 1 FOR NOTES AND LEGEND)
 (SEE SHEETS 2-5 FOR DESCRIPTION OF SKETCH)
 (SEE SHEET 6 FOR KEY SHEET)
 (SEE SHEETS 5-11 FOR SKETCH OF DESCRIPTION)

SHEET 12 OF 12

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION — OF — DOWDEN CENTRAL CDD

SECTIONS 34 & 35, TOWNSHIP 23 SOUTH,
 RANGE 31 EAST
 SECTIONS 2 & 3, TOWNSHIP 24 SOUTH,
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PREPARED FOR:

**BEACHLINE SOUTH
 RESIDENTIAL, LLC**

DATE: 10/31/2025
 REV DATE: 11/18/2025
 SCALE 1" = NA

PROJ: 50190415
 DRAWN BY: AS
 CHECKED BY: GLM

Exhibit 2
Legal Description
Dowden Central CDD

LEGAL DESCRIPTION:

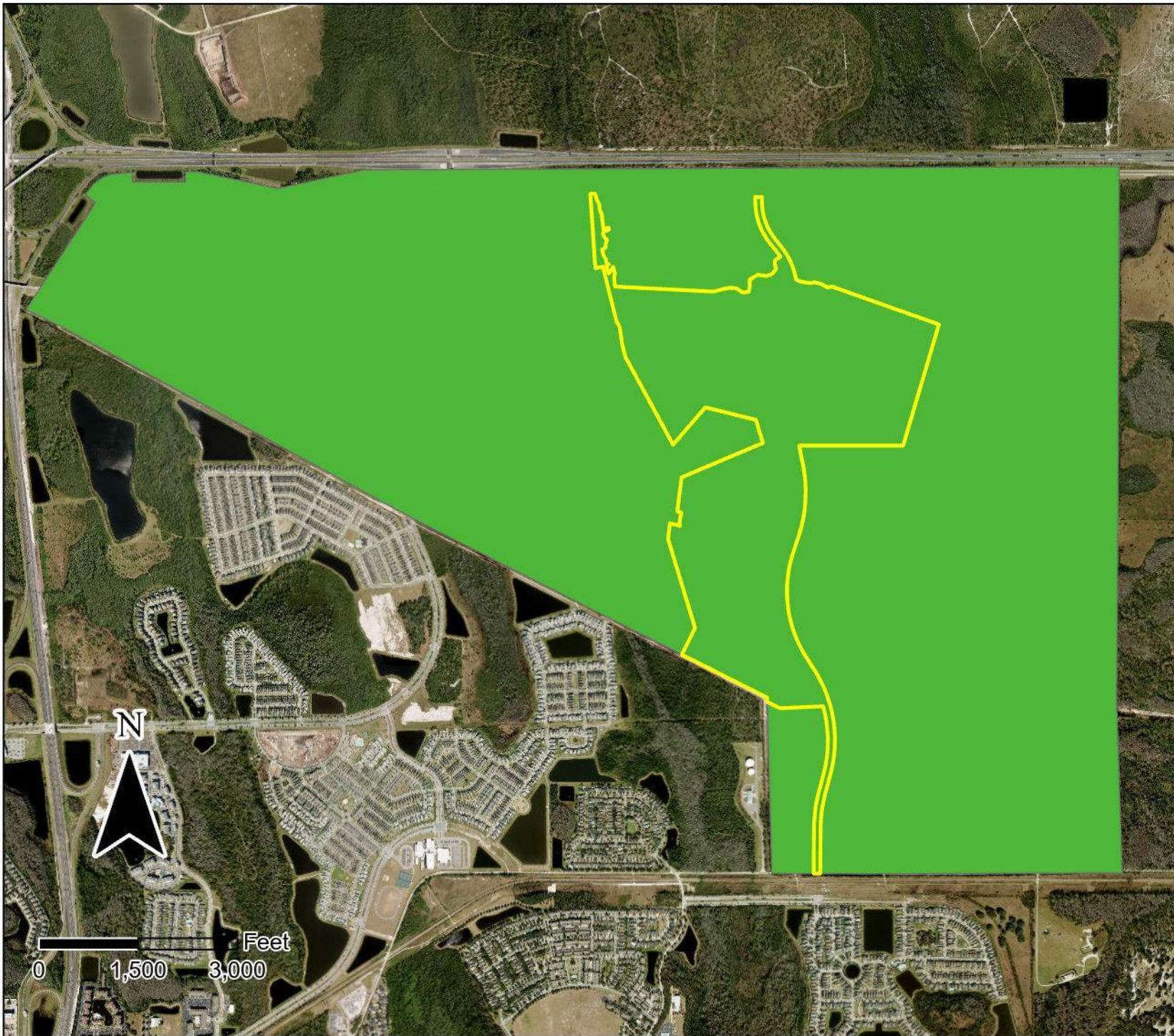
A PORTION OF LANDS LYING IN SECTIONS 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°08'54"W ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 35, A DISTANCE OF 693.62 FEET; THENCE N89°51'06"W, A DISTANCE OF 75.95 FEET TO THE POINT OF BEGINNING; THENCE S00°13'58"E, A DISTANCE OF 77.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 901.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF S19°17'04"E AND A CHORD DISTANCE OF 588.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 599.48 FEET TO THE POINT OF TANGENCY; THENCE S38°20'10"E, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1049.95 FEET, A CENTRAL ANGLE OF 25°48'04", A CHORD BEARING OF S25°26'08"E AND A CHORD DISTANCE OF 468.82 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 472.81 FEET TO THE POINT OF TANGENCY; THENCE S12°32'06"E, A DISTANCE OF 57.81 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES AND DISTANCES: S60°51'06"E, A DISTANCE OF 65.89 FEET; THENCE S79°30'16"E, A DISTANCE OF 152.71 FEET; THENCE N79°07'58"E, A DISTANCE OF 73.73 FEET; THENCE S76°04'22"E, A DISTANCE OF 115.36 FEET; THENCE S57°46'03"E, A DISTANCE OF 97.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 17187.00 FEET, A CENTRAL ANGLE OF 00°13'24", A CHORD BEARING OF N75°39'33"E AND A CHORD DISTANCE OF 66.95 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.95 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 661.23 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20250386088 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 1057.52 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20240397368 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, S16°27'23"W, A DISTANCE OF 1909.02 FEET TO THE SOUTHERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTHERLY LINE, N90°00'00"W, A DISTANCE OF 697.20 FEET TO THE END OF SAID SOUTHERLY LINE; THENCE CONTINUE N90°00'00"W, A DISTANCE OF 873.94 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382 OF SAID PUBLIC RECORDS; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2492.98 FEET, A CENTRAL ANGLE OF 02°59'41", A CHORD BEARING OF S10°42'41"E AND A CHORD DISTANCE OF 130.28 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 130.30 FEET TO THE POINT OF TANGENCY; THENCE S12°12'32"E, A DISTANCE OF 127.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2136.98 FEET, A CENTRAL ANGLE OF 31°08'00", A CHORD BEARING OF S03°21'28"W AND A CHORD DISTANCE OF 1146.96 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1161.19 FEET TO THE POINT OF TANGENCY; THENCE S18°55'29"W, A DISTANCE OF 208.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 14°12'37", A CHORD BEARING OF S11°49'10"W AND A CHORD DISTANCE OF 459.23 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 460.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 06°17'59", A CHORD BEARING OF S01°33'52"W AND A CHORD DISTANCE OF 204.01 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 204.10 FEET, RETURNING TO A POINT ON SAID

EASTERLY LINE, SAID POINT BEING A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 31°09'40", A CHORD BEARING OF S17°09'58"E AND A CHORD DISTANCE OF 997.21 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1009.61 FEET TO THE POINT OF TANGENCY; THENCE S32°44'48"E, A DISTANCE OF 218.30 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1963.36 FEET, A CENTRAL ANGLE OF 47°37'46", A CHORD BEARING OF S08°55'55"E AND A CHORD DISTANCE OF 1585.53 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1632.12 FEET TO THE POINT OF TANGENCY; THENCE S14°52'59"W, A DISTANCE OF 318.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2066.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF S07°39'24"W AND A CHORD DISTANCE OF 519.75 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 521.14 FEET TO THE POINT OF TANGENCY; THENCE S00°25'50"W, A DISTANCE OF 688.89 FEET TO THE NORTH RIGHT OF WAY LINE OF WEWAHOOTEE ROAD, BEING A 30.00 FOOT WIDE RIGHT OF WAY, AS RECORDED IN INSTRUMENT NUMBER 20220248477, OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N89°34'10"W, A DISTANCE OF 100.00 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: N00°25'50"E, A DISTANCE OF 688.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2166.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF N07°39'24"E AND A CHORD DISTANCE OF 544.91 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 546.36 FEET TO THE POINT OF TANGENCY; THENCE N14°52'59"E, A DISTANCE OF 280.55 FEET TO THE WEST LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 30°32'14", A CHORD BEARING OF N00°23'08"W AND A CHORD DISTANCE OF 1027.04 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1039.30 FEET TO THE SOUTH LINE OF STARWOOD PHASE N-7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118, PAGES 106 THROUGH 114, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE, S87°12'24"W, A DISTANCE OF 651.62 FEET; THENCE N63°21'50"W, A DISTANCE OF 217.15 FEET; THENCE N01°30'57"W, A DISTANCE OF 68.04 FEET; THENCE N63°21'19"W, A DISTANCE OF 1442.29 FEET TO THE EAST LINE OF THE DOWDEN WEST CDD, AS RECORDED IN INSTRUMENT NUMBER 20170217494; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: N26°38'41"E, A DISTANCE OF 449.68 FEET; THENCE N16°53'30"W, A DISTANCE OF 1403.95 FEET; THENCE N06°27'17"E, A DISTANCE OF 238.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 942.00 FEET, A CENTRAL ANGLE OF 09°37'31", A CHORD BEARING OF S74°00'14"E AND A CHORD DISTANCE OF 158.06 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 158.25 FEET; THENCE N02°48'05"W, A DISTANCE OF 65.11 FEET; THENCE N08°46'50"E, A DISTANCE OF 91.41 FEET; THENCE N18°26'25"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 03°31'44", A CHORD BEARING OF N73°19'27"W AND A CHORD DISTANCE OF 70.32 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.33 FEET TO THE EAST LINE OF STARWOOD PHASE N-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 119 THROUGH 125, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES:; THENCE N07°27'21"E, A DISTANCE OF 519.96 FEET; THENCE N67°06'48"E, A DISTANCE OF 1332.34 FEET; THENCE N16°56'45"W, A DISTANCE OF 366.38 FEET; THENCE N76°11'33"W, A DISTANCE OF 786.91 FEET; THENCE S40°44'14"W, A DISTANCE OF 745.19 FEET; THENCE N28°29'44"W, A DISTANCE OF 1511.61 FEET; THENCE N13°59'45"W, A DISTANCE OF 194.58 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES N08°28'31"W, A DISTANCE OF 261.96 FEET; N28°26'51"W, A DISTANCE OF 100.98 FEET TO THE EAST LINE OF AFOREMENTIONED STARWOOD PHASE N-4; THENCE ALONG SAID EAST LINE, N13°59'45"W, A DISTANCE OF 850.25 FEET; THENCE S77°51'13"W, A DISTANCE OF 115.95 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE, N03°53'30"W, A

DISTANCE OF 1124.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 7576.94 FEET, A CENTRAL ANGLE OF 00°31'12", A CHORD BEARING OF N86°22'06"E AND A CHORD DISTANCE OF 68.78 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.78 FEET; THENCE S26°53'00"E, A DISTANCE OF 26.15 FEET; THENCE S12°10'47"E, A DISTANCE OF 51.19 FEET; THENCE S26°14'50"E, A DISTANCE OF 107.30 FEET; THENCE S03°51'21"E, A DISTANCE OF 79.51 FEET; THENCE S24°34'26"E, A DISTANCE OF 69.11 FEET; THENCE S06°03'53"E, A DISTANCE OF 114.79 FEET; THENCE S08°21'41"E, A DISTANCE OF 54.25 FEET; THENCE S12°15'42"E, A DISTANCE OF 40.05 FEET; THENCE S07°55'32"W, A DISTANCE OF 21.05 FEET; THENCE N69°29'37"E, A DISTANCE OF 84.30 FEET; THENCE S03°29'17"E, A DISTANCE OF 35.35 FEET; THENCE S68°36'33"W, A DISTANCE OF 49.22 FEET; THENCE S86°49'22"W, A DISTANCE OF 29.51 FEET; THENCE S21°23'23"W, A DISTANCE OF 40.23 FEET; THENCE S21°02'51"E, A DISTANCE OF 47.72 FEET; THENCE S41°02'09"E, A DISTANCE OF 70.79 FEET; THENCE S25°10'29"W, A DISTANCE OF 46.76 FEET; THENCE S01°20'46"W, A DISTANCE OF 70.63 FEET; THENCE S58°11'06"W, A DISTANCE OF 63.53 FEET; THENCE S15°14'36"E, A DISTANCE OF 77.69 FEET; THENCE S28°28'18"E, A DISTANCE OF 71.54 FEET; THENCE S10°53'59"E, A DISTANCE OF 76.24 FEET; THENCE S79°42'14"E, A DISTANCE OF 34.76 FEET; THENCE S51°07'29"W, A DISTANCE OF 45.45 FEET; THENCE S06°11'10"E, A DISTANCE OF 37.88 FEET; THENCE S22°22'24"E, A DISTANCE OF 80.50 FEET; THENCE N33°49'25"E, A DISTANCE OF 122.12 FEET; THENCE S12°23'01"E, A DISTANCE OF 105.24 FEET; THENCE S10°13'56"W, A DISTANCE OF 53.49 FEET; THENCE S04°59'42"E, A DISTANCE OF 57.80 FEET; THENCE S02°58'32"E, A DISTANCE OF 73.43 FEET; THENCE S32°25'25"E, A DISTANCE OF 15.65 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427 OF SAID PUBLIC RECORDS; THENCE S87°06'25"E, ALONG SAID NORTHERLY LINE A DISTANCE OF 1321.17 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN S87°06'25"E, A DISTANCE OF 163.56 FEET; THENCE N77°06'19"E, A DISTANCE OF 25.43 FEET; THENCE N75°29'56"E, A DISTANCE OF 85.44 FEET; THENCE N73°40'37"E, A DISTANCE OF 58.80 FEET; THENCE N81°06'43"E, A DISTANCE OF 90.03 FEET; THENCE S85°50'34"E, A DISTANCE OF 92.43 FEET; THENCE S56°31'03"E, A DISTANCE OF 118.99 FEET; THENCE N81°40'05"E, A DISTANCE OF 87.26 FEET; THENCE N12°34'41"E, A DISTANCE OF 82.86 FEET; THENCE N01°55'19"W, A DISTANCE OF 104.62 FEET; THENCE N60°28'01"E, A DISTANCE OF 142.00 FEET; THENCE S82°08'13"E, A DISTANCE OF 132.31 FEET; THENCE N69°29'56"E, A DISTANCE OF 88.26 FEET; THENCE N40°13'33"E, A DISTANCE OF 100.42 FEET; THENCE N18°18'04"W, A DISTANCE OF 63.33 FEET; THENCE N00°19'14"W, A DISTANCE OF 67.91 FEET; THENCE N55°29'12"E, A DISTANCE OF 99.23 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 949.95 FEET, A CENTRAL ANGLE OF 05°45'23", A CHORD BEARING OF N35°27'29"W AND A CHORD DISTANCE OF 95.40 FEET; THENCE RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.44 FEET TO THE POINT OF TANGENCY; THENCE N38°20'10"W, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1001.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF N19°17'04"W AND A CHORD DISTANCE OF 653.77 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 665.98 FEET; THENCE N00°13'58"W, A DISTANCE OF 74.62 FEET; THENCE S60°13'58"E, A DISTANCE OF 7.51 FEET; THENCE N89°46'02"E, A DISTANCE OF 80.00 FEET; THENCE N64°46'02"E, A DISTANCE OF 14.90 FEET TO THE POINT OF BEGINNING.

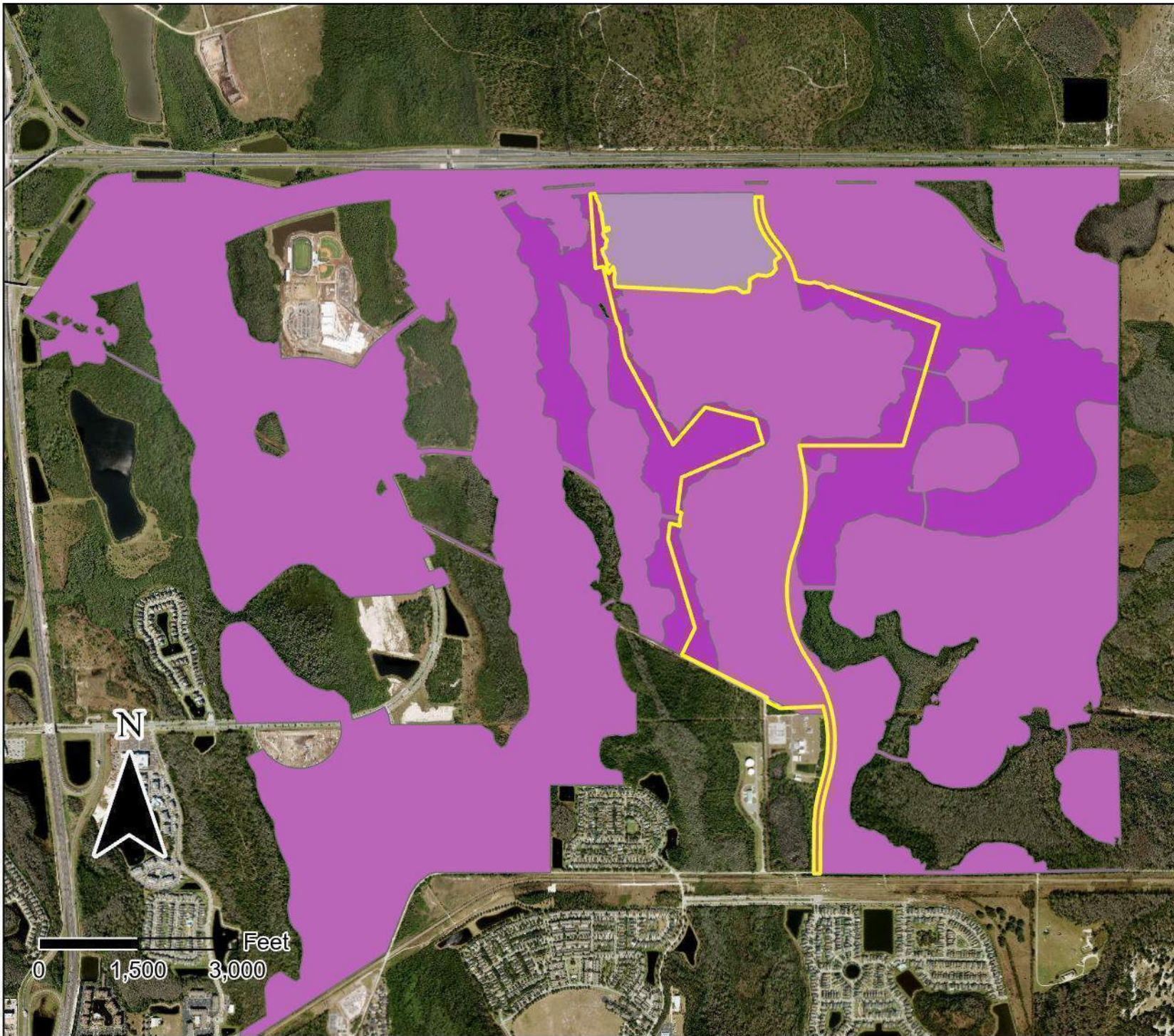
CONTAINING 16,517,581 SQUARE FEET OR 379.19 ACRES MORE OR LESS.



Legend

-  Dowden Central CDD
- Zoning**
-  PD

Exhibit 4A
Land Use Map
Dowden Central CDD



Legend

 Dowden Central CDD

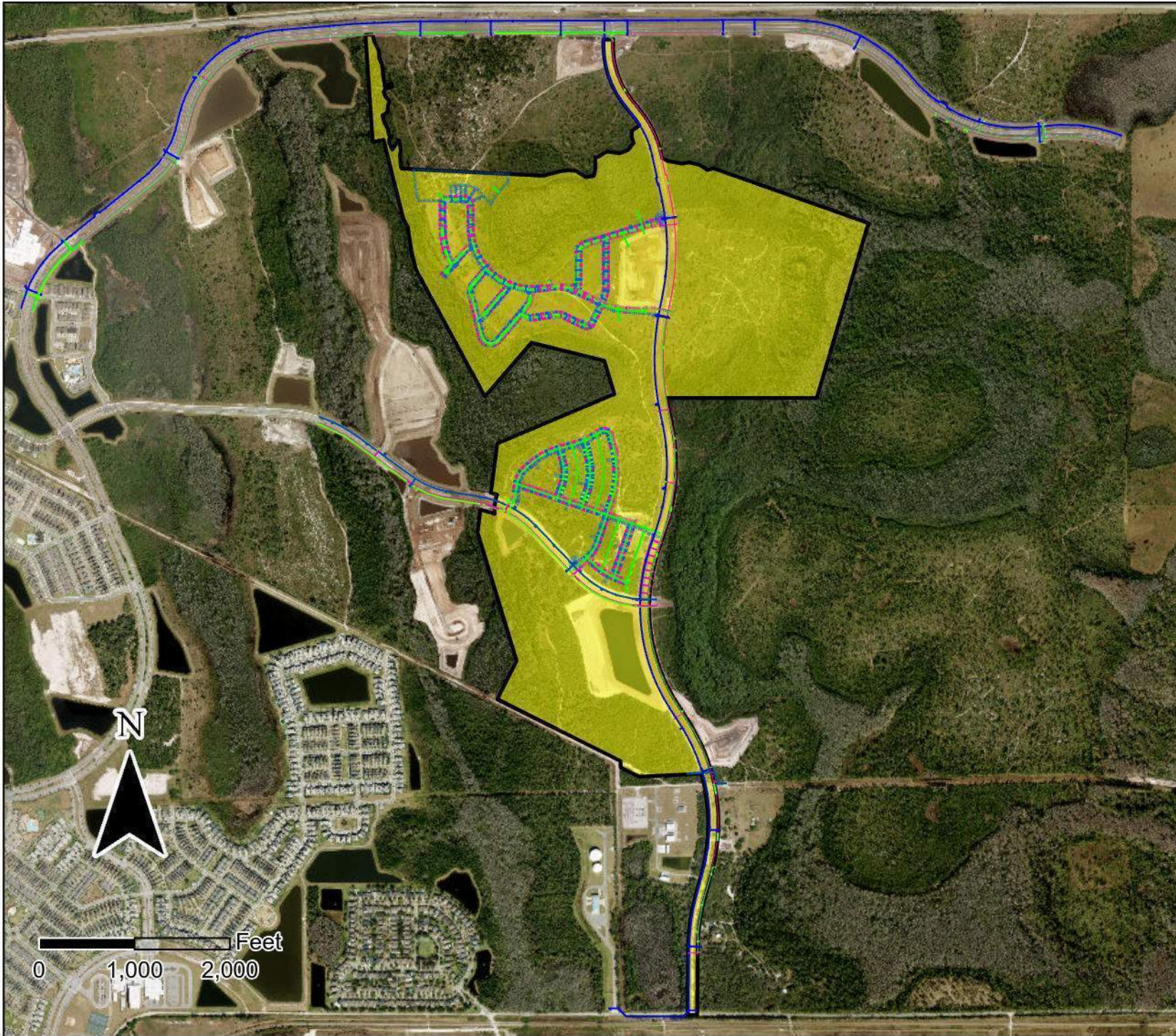
LanduseTyp

 COMM-AC

 CONSERV

 OFFICE-LOW

Exhibit 4B
Zoning Map
Dowden Central CDD



Legend

-  Sewer
-  Water
-  Reuse
-  Dowden Central CDD

Exhibit 5 Utility Location Map Dowden Central CDD

EXHIBIT 6A OPINION OF PROBABLE COST

INFRASTRUCTURE	N-13N (212 LOTS) 2026	N-6 (206 LOTS) 2026	N-13S (203 LOTS) 2026	N-7 (214 LOTS) 2028	Total (835 LOTS)
Stormwater Management (1)(5)(7)(9)(11)	\$4,925,000.00	\$4,925,000.00	\$4,925,000.00	\$4,925,000.00	\$ 19,700,000.00
Utilities (Water, Sewer, & Reuse) (1) (5)(7) (9)(11)	\$3,547,000.00	\$3,670,000.00	\$3,647,000.00	\$3,580,000.00	\$ 14,444,000.00
Undergrounding of Electrical Service (1)(5)(7)(9)(10)	\$846,000.00	\$891,000.00	\$883,000.00	\$858,000.00	\$ 3,478,000.00
Roadway (1)(4)(5)(7)	\$1,388,000.00	\$1,462,000.00	\$1,449,000.00	\$1,408,000.00	\$ 5,707,000.00
General Condition (1)(7)(8)(10)	\$83,000.00	\$87,000.00	\$86,000.00	\$84,000.00	\$ 340,000.00
Parks and Amenities (1)(7)(11)	\$459,000.00	\$483,000.00	\$479,000.00	\$465,000.00	\$ 1,886,000.00
Subtotal	\$ 11,248,000.00	\$ 11,518,000.00	\$ 11,469,000.00	\$ 11,320,000.00	\$ 45,555,000.00
Professional Fees	\$ 1,124,800.00	\$ 1,151,800.00	\$ 1,146,900.00	\$ 1,132,000.00	\$ 4,555,500.00
Contingency	\$ 1,237,280.00	\$ 1,266,980.00	\$ 1,261,590.00	\$ 1,245,200.00	\$ 5,011,050.00
Total	\$ 13,610,080.00	\$ 13,936,780.00	\$ 13,877,490.00	\$ 13,697,200.00	\$ 55,121,550.00

1. Infrastructure consists of public roadway improvements, Stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and public neighborhood parks, all of which will be located on land owned by or subject to a permanent easement in favor of the District or another governmental entity.
2. Excludes grading of each lot in conjunction with home construction, which will be provided by the home builder.
3. Includes Stormwater pond excavation. Does not include the cost of transportation of fill for use of private lots.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering.
5. Includes subdivision infrastructure and civil/site engineering.
6. Stormwater does not include grading associated with building pads.
7. Estimates are based on 2026 cost.
8. Includes entry features, signage, hardscape, landscape, irrigation, and buffer fencing.
9. CDD will enter into a Lighting Agreement with OUC for the street light poles and lighting service. Includes only the incremental cost of undergrounding.
10. Estimates based on 835 lots.
11. The costs associated with the infrastructure are a master cost and is effectively shared by the entire project (all phases).

EXHIBIT 6B SUMMARY OF PROPOSED DISTRICT FACILITIES				
DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING*	OPERATION AND MAINTENANCE
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer/Reuse	District	Orange County****	District Bonds	Orange County****
Street Lighting/Conduit- Undergrounding	District	OUC/District**	District Bonds	OUC/District***
Road Construction	District	City of Orlando	District Bonds	City of Orlando
Parks & Amenities	District	District/HOA*****	District Bonds	District/HOA*****
Offsite Roadway Improvements	District	City of Orlando	District Bonds	City of Orlando

*Costs not funded by bonds will be funded by the developer.
** District will fund incremental cost of undergrounding of electrical conduit.
***District will fund street lighting maintenance services with funds other than tax-exempt bonds.
**** Orange County will own and maintain the water and sewer infrastructure within the District.
***** Parks and Amenities will be owned and maintained by the Homeowner’s Association. However, some entry monuments and open spaces will be owned and maintained by the District.

SECTION 2

**MASTER
ASSESSMENT METHODOLOGY

FOR
DOWDEN CENTRAL
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 27, 2026

Prepared by

**Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801**



V5 3.23.2026

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GMS-CF, LLC does not represent the Dowden Central Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Dowden Central Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Dowden Central Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the “District”). The District plans to issue up to \$72,500,000 of special assessment bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the *Dowden Central Community Development District Master Engineer’s Report*, dated March 27, 2026, prepared by Dewberry Engineer’s, Inc., as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report (the “Assessment Report”) provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District’s capital improvement plan (“CIP”). This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Section 197.3632, Florida Statutes or any other legal means of collection available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 379.19 acres located entirely within the city limits of Orlando, Florida. The development program currently envisions approximately 835 residential units (herein the “Development”). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer’s Report. Specifically, the District will construct and/or acquire certain

stormwater management, utilities (water, sewer, & reuse), undergrounding of electrical service, roadway, general condition, parks & amenities, professional fees, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties outside its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed.

Florida law provides for a wide application of special assessments that meet these two requirements for valid special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are equal to or greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$55,121,550. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately \$72,500,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by Beachline South Residential, LLC or a related entity (the "Developer"). Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to \$72,500,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$72,500,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development and these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$55,121,550. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately \$72,500,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District. The initial assessments will be levied to the platted lots within the District and then on an equal acreage basis to all remaining acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

When platting, site planning, or the recording of declaration of condominium, ("Assigned Properties") occurs, assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). In the event that property is sold to a third party, debt will be assigned on a per unit basis upon the sale of the property based on entitlements transferred thereto. Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 835 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

Until all the land within the District has been platted and sold, the assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The CIP consists of stormwater management, utilities (water, sewer, & reuse), undergrounding of electrical service, roadway, general condition, parks & amenities, professional fees, and contingency. There are four residential product types within the planned development. The Single Family 50' Lot has been set as the base unit and has

been assigned one equivalent residential unit (“ERU”). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units equals or exceeds the cost that the units will be paying for such benefits. If new product types are identified in the course of development, the District’s Assessment Consultant – without a further hearing – may determine the ERU factor for the new product type on a front footage basis, provided that such determination is made on a pro-rated basis and derived from the front footage of the existing product type and its corresponding ERU. For example, if a Single-family 50’ unit has an ERU of 1.00, and a Single-family 60’ unit would have an ERU of 1.20, then a new Single-family 55’ unit would have an ERU of 1.10.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These include public stormwater management, utilities (water, sewer, & reuse), undergrounding of electrical service, roadway, general condition, parks & amenities, professional fees, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of CIP, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer’s Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the liens to the platted lots within the District and then across the remaining acres within the District boundaries on an equal gross acreage basis. When Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 7. If the land use plan changes, then the District will update Tables 1, 4, 5 and 6

to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1 DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT DEVELOPMENT PROGRAM MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units*	ERUs per Unit (1)	Total ERUs	ERU %
Townhome	400	0.50	200	31.96%
Single Family 40'	89	0.80	71	11.38%
Single Family 50'	303	1.00	303	48.42%
Single Family 60'	43	1.20	52	8.25%
Total Units	835		626	100.00%

(1) Benefit is allocated on an ERU basis based on the special benefit received from the CIP improvements. The allocation is based on density of planned development, with a Single Family 50' Unit equal to 1 ERU. The District has determined that this allocation methodology provides a fair and reasonable apportionment of the debt among the benefited properties in accordance with Section 170.201, Florida Statutes.

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Stormwater Management	\$19,700,000
Utilities (Water, Sewer, & Reuse)	\$14,444,000
Undergrounding of Electrical Service	\$3,478,000
Roadway	\$5,707,000
General Condition	\$340,000
Parks and Amenities	\$1,886,000
Professional Fees	\$4,555,500
Contingency	\$5,011,050
Total	\$55,121,550

(1) A detailed description of these improvements is provided in the *Dowden Central Community Development District Master Engineer's Report*, dated March 27, 2026

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$55,121,550
Debt Service Reserve	\$5,551,865
Capitalized Interest	\$9,425,000
Underwriters Discount	\$1,450,000
Cost of Issuance	\$950,000
Rounding	\$1,585
Par Amount*	\$72,500,000

Bond Assumptions:

Average Coupon	6.50%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	400	0.50	200	31.96%	\$17,616,347	\$44,041
Single Family 40'	89	0.80	71	11.38%	\$6,271,420	\$70,465
Single Family 50'	303	1.00	303	48.42%	\$26,688,766	\$88,082
Single Family 60'	43	1.20	52	8.25%	\$4,545,018	\$105,698
Totals	835		626	100.00%	\$55,121,550	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Townhome	400	\$17,616,347	\$23,170,342	\$57,926
Single Family 40'	89	\$6,271,420	\$8,248,642	\$92,681
Single Family 50'	303	\$26,688,766	\$35,103,068	\$115,852
Single Family 60'	43	\$4,545,018	\$5,977,948	\$139,022
Totals	835	\$55,121,550	\$72,500,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	400	\$23,170,342	\$57,926	\$1,774,326	\$4,436	\$4,719
Single Family 40'	89	\$8,248,642	\$92,681	\$631,660	\$7,097	\$7,550
Single Family 50'	303	\$35,103,068	\$115,852	\$2,688,103	\$8,872	\$9,438
Single Family 60'	43	\$5,977,948	\$139,022	\$457,776	\$10,646	\$11,325
Totals	835	\$72,500,000		\$5,551,865		

(1) This amount includes 6% for collection fees and early payment discounts when collected on the Orange County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

N-7 Platted

Owner	Parcel ID	Type	Units	Total Par Debt Allocated	Net Annual Debt	Gross Annual
					Assessment Allocation	Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-081	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-082	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-083	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-084	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-085	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-086	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-087	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-088	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-089	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-090	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-091	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-092	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-093	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-094	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-095	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-096	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-097	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-098	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-099	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-100	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-101	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-102	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-103	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-104	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-105	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-106	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-107	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-108	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-109	50	1	\$115,852	\$8,872	\$9,438

Owner	Parcel ID	Type	Units	Total Par Debt Allocated	Net Annual Debt	Gross Annual
					Assessment Allocation	Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-110	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-111	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-112	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-113	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-114	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-115	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-116	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-117	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-118	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-119	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-120	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-121	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-122	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-123	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-124	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-125	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-126	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-127	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-128	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-129	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-130	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-131	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-132	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-133	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-134	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-135	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-136	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-137	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-138	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-139	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-140	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-141	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-142	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-143	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-144	TH	1	\$57,926	\$4,436	\$4,719

[illegible]

Owner	Parcel ID	Type	Units	Total Par Debt Allocated	Net Annual Debt	Gross Annual
					Assessment Allocation	Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-180	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-181	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-182	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-183	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-184	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-185	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-186	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-187	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-188	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-189	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-190	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-191	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-192	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-193	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-194	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-195	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-196	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-197	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-198	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-199	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-200	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-201	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-202	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-203	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-204	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-205	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-206	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-207	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-208	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-209	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-210	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-211	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-212	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-213	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-214	50	1	\$115,852	\$8,872	\$9,438

Owner	Parcel ID	Type	Units	Total Par Debt Allocated	Net Annual Debt	Gross Annual
					Assessment Allocation	Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-215	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-216	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-217	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-218	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-219	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-220	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-221	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-222	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-223	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-224	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-225	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-226	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-227	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-228	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-229	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-230	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-231	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-232	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-233	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-234	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-235	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-236	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-237	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-238	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-239	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-240	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-241	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-242	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-243	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-244	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-245	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-246	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-247	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-248	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-249	50	1	\$115,852	\$8,872	\$9,438

Owner	Parcel ID	Type	Units	Total Par Debt Allocated	Net Annual Debt	Gross Annual
					Assessment Allocation	Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-250	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-251	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-252	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-253	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-254	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-255	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-256	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-257	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-258	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-259	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-260	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-261	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-262	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-263	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-264	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-265	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-266	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-267	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-268	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-269	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-270	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-271	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-272	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-273	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-274	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-275	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-276	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-277	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-278	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-279	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-280	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-281	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-282	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-283	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-284	TH	1	\$57,926	\$4,436	\$4,719

Owner	Parcel ID	Type	Units	Total Par Debt Allocated	Net Annual Debt	Gross Annual
					Assessment Allocation	Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-285	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-286	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-287	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-288	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-289	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-290	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-291	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-292	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-293	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	03-24-31-8965-01-294	TH	1	\$57,926	\$4,436	\$4,719
Total N-7 Platted			214	\$18,837,488	\$1,442,527	\$1,534,603

N-13S Platted

Owner	Plat Book, Page, Lot #*	Type	Units	Total Par Debt Allocated	Net Annual Debt	Gross Annual
					Assessment Allocation	Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1295	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1296	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1297	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1298	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1299	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1300	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1301	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1302	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1303	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1304	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1305	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1306	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1307	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1308	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1309	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1310	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1311	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1312	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1313	60	1	\$139,022	\$10,646	\$11,325

Owner	Parcel ID	Type	Units	Total Par Debt Allocated	Net Annual Debt	Gross Annual
					Assessment Allocation	Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1314	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1315	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1316	60	1	\$139,022	\$10,646	\$11,325
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1317	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1318	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1319	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1320	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1321	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1322	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1323	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1324	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1325	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1326	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1327	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1328	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1329	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1330	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1331	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1332	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1333	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1334	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1335	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1336	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1337	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1338	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1339	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1340	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1341	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1342	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1343	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1344	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1345	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1346	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1347	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1348	TH	1	\$57,926	\$4,436	\$4,719

[illegible]

[illegible]

Owner	Parcel ID	Type	Units	Total Par Debt Allocated	Net Annual Debt	Gross Annual
					Assessment Allocation	Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1419	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1420	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1421	TH	1	\$57,926	\$4,436	\$4,719
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1422	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1423	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1424	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1425	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1426	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1427	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1428	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1429	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1430	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1431	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1432	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1433	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1434	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1435	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1436	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1437	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1438	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1439	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1440	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1441	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1442	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1443	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1444	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1445	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1446	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1447	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1448	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1449	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1450	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1451	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1452	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1453	40	1	\$92,681	\$7,097	\$7,550

Owner	Parcel ID	Type	Units	Total Par Debt Allocated	Net Annual Debt	Gross Annual
					Assessment Allocation	Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1454	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1455	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1456	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1457	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1458	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1459	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1460	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1461	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1462	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1463	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1464	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1465	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1466	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1467	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1468	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1469	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1470	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1471	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1472	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1473	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1474	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1475	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1476	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1477	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1478	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1479	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1480	40	1	\$92,681	\$7,097	\$7,550
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1481	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1482	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1483	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1484	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1485	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1486	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1487	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1488	50	1	\$115,852	\$8,872	\$9,438

Owner	Parcel ID	Type	Units	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1489	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1490	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1491	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1492	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1493	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1494	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1495	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1496	50	1	\$115,852	\$8,872	\$9,438
BEACHLINE SOUTH RESIDENTIAL LLC	PB 119, PG 89-103, Lot 1497	50	1	\$115,852	\$8,872	\$9,438
Total N-13S			203	\$17,169,223	\$1,314,775	\$1,398,697

Unplatted

Owner	Property**	Par Debt/Acre	Acres	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
BEACHLINE SOUTH RESIDENTIAL LLC	Phase N-7 & N-13N	\$223,943	247.075	\$55,330,777	\$4,237,089	\$4,507,542
Total Unplatted			247.075	\$55,330,777	\$4,237,089	\$4,507,542
Combined Total				\$72,500,000	\$5,551,865	\$5,906,239

(1) This amount includes 6% to cover collection costs and early payment discounts as authorized by Section 197.3632, Florida Statutes, when collected utilizing the uniform method of collection pursuant to Chapter 197, Florida Statutes.

Annual Assessment Periods	30
Average Coupon Rate (%)	6.50%
Maximum Annual Debt Service	\$5,551,865

*LOTS 1,295 THRU 1,497, INCLUSIVE, AS SHOWN ON THE PLAT KNOWN AS MERIDIAN PARKS PHASE N-13S, RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA PB 118 PG 106 THRU 114

**See metes and bounds, attached as Exhibi A

Prepared by: Governmental Management Services - Central Florida, LLC

Exhibit A

LEGAL DESCRIPTION:

A PORTION OF LANDS LYING IN SECTIONS 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, AND SECTIONS 2 AND 3, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHWEST CORNER OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°08'54"W ALONG THE WEST LINE OF THE NW 1/4 OF SAID SECTION 35, A DISTANCE OF 693.62 FEET; THENCE N89°51'06"W, A DISTANCE OF 75.95 FEET TO THE POINT OF BEGINNING; THENCE S00°13'58"E, A DISTANCE OF 77.17 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 901.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF S19°17'04"E AND A CHORD DISTANCE OF 588.49 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 599.48 FEET TO THE POINT OF TANGENCY; THENCE S38°20'10"E, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1049.95 FEET, A CENTRAL ANGLE OF 25°48'04", A CHORD BEARING OF S25°26'08"E AND A CHORD DISTANCE OF 468.82 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 472.81 FEET TO THE POINT OF TANGENCY; THENCE S12°32'06"E, A DISTANCE OF 57.81 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING COURSES AND DISTANCES: S60°51'06"E, A DISTANCE OF 65.89 FEET; THENCE S79°30'16"E, A DISTANCE OF 152.71 FEET; THENCE N79°07'58"E, A DISTANCE OF 73.73 FEET; THENCE S76°04'22"E, A DISTANCE OF 115.36 FEET; THENCE S57°46'03"E, A DISTANCE OF 97.61 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 17187.00 FEET, A CENTRAL ANGLE OF 00°13'24", A CHORD BEARING OF N75°39'33"E AND A CHORD DISTANCE OF 66.95 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.95 FEET; THENCE DEPARTING SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 661.23 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20250386088 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTHERLY LINE, S70°30'10"E, A DISTANCE OF 1057.52 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20240397368 OF SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE, S16°27'23"W, A DISTANCE OF 1909.02 FEET TO THE SOUTHERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTHERLY LINE, N90°00'00"W, A DISTANCE OF 697.20 FEET TO THE END OF SAID SOUTHERLY LINE; THENCE CONTINUE N90°00'00"W, A DISTANCE OF 873.94 FEET TO THE EASTERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20220424382 OF SAID PUBLIC RECORDS; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2492.98 FEET, A CENTRAL ANGLE OF 02°59'41", A CHORD BEARING OF S10°42'41"E AND A CHORD DISTANCE OF 130.28 FEET; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 130.30 FEET TO THE POINT OF TANGENCY; THENCE S12°12'32"E, A DISTANCE OF 127.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2136.98 FEET, A CENTRAL ANGLE OF 31°08'00", A CHORD BEARING OF S03°21'28"W AND A CHORD DISTANCE OF 1146.96 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1161.19 FEET TO THE POINT OF TANGENCY; THENCE S18°55'29"W, A DISTANCE OF 208.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 14°12'37", A CHORD BEARING OF S11°49'10"W AND A CHORD DISTANCE OF 459.23 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 460.41 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 06°17'59", A CHORD BEARING OF S01°33'52"W AND A CHORD DISTANCE OF 204.01 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 204.10 FEET, RETURNING TO A POINT ON SAID

EASTERLY LINE, SAID POINT BEING A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1856.36 FEET, A CENTRAL ANGLE OF 31°09'40", A CHORD BEARING OF S17°09'58"E AND A CHORD DISTANCE OF 997.21 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1009.61 FEET TO THE POINT OF TANGENCY; THENCE S32°44'48"E, A DISTANCE OF 218.30 FEET, TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1963.36 FEET, A CENTRAL ANGLE OF 47°37'46", A CHORD BEARING OF S08°55'55"E AND A CHORD DISTANCE OF 1585.53 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1632.12 FEET TO THE POINT OF TANGENCY; THENCE S14°52'59"W, A DISTANCE OF 318.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2066.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF S07°39'24"W AND A CHORD DISTANCE OF 519.75 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 521.14 FEET TO THE POINT OF TANGENCY; THENCE S00°25'50"W, A DISTANCE OF 688.89 FEET TO THE NORTH RIGHT OF WAY LINE OF WEWAHOOTEE ROAD, BEING A 30.00 FOOT WIDE RIGHT OF WAY, AS RECORDED IN INSTRUMENT NUMBER 20220248477, OF SAID PUBLIC RECORDS; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, N89°34'10"W, A DISTANCE OF 100.00 FEET TO THE WESTERLY LINE OF LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: N00°25'50"E, A DISTANCE OF 688.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2166.00 FEET, A CENTRAL ANGLE OF 14°27'09", A CHORD BEARING OF N07°39'24"E AND A CHORD DISTANCE OF 544.91 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 546.36 FEET TO THE POINT OF TANGENCY; THENCE N14°52'59"E, A DISTANCE OF 280.55 FEET TO THE WEST LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427, OF SAID PUBLIC RECORDS, SAID POINT BEING A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 30°32'14", A CHORD BEARING OF N00°23'08"W AND A CHORD DISTANCE OF 1027.04 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1039.30 FEET TO THE SOUTH LINE OF STARWOOD PHASE N-7, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 118, PAGES 106 THROUGH 114, OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE, S87°12'24"W, A DISTANCE OF 651.62 FEET; THENCE N63°21'50"W, A DISTANCE OF 217.15 FEET; THENCE N01°30'57"W, A DISTANCE OF 68.04 FEET; THENCE N63°21'19"W, A DISTANCE OF 1442.29 FEET TO THE EAST LINE OF THE DOWDEN WEST CDD, AS RECORDED IN INSTRUMENT NUMBER 20170217494; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: N26°38'41"E, A DISTANCE OF 449.68 FEET; THENCE N16°53'30"W, A DISTANCE OF 1403.95 FEET; THENCE N06°27'17"E, A DISTANCE OF 238.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 942.00 FEET, A CENTRAL ANGLE OF 09°37'31", A CHORD BEARING OF S74°00'14"E AND A CHORD DISTANCE OF 158.06 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 158.25 FEET; THENCE N02°48'05"W, A DISTANCE OF 65.11 FEET; THENCE N08°46'50"E, A DISTANCE OF 91.41 FEET; THENCE N18°26'25"E, A DISTANCE OF 50.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 03°31'44", A CHORD BEARING OF N73°19'27"W AND A CHORD DISTANCE OF 70.32 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 70.33 FEET TO THE EAST LINE OF STARWOOD PHASE N-4, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, PAGES 119 THROUGH 125, OF SAID PUBLIC RECORDS; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES:; THENCE N07°27'21"E, A DISTANCE OF 519.96 FEET; THENCE N67°06'48"E, A DISTANCE OF 1332.34 FEET; THENCE N16°56'45"W, A DISTANCE OF 366.38 FEET; THENCE N76°11'33"W, A DISTANCE OF 786.91 FEET; THENCE S40°44'14"W, A DISTANCE OF 745.19 FEET; THENCE N28°29'44"W, A DISTANCE OF 1511.61 FEET; THENCE N13°59'45"W, A DISTANCE OF 194.58 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES N08°28'31"W, A DISTANCE OF 261.96 FEET; N28°26'51"W, A DISTANCE OF 100.98 FEET TO THE EAST LINE OF AFOREMENTIONED STARWOOD PHASE N-4; THENCE ALONG SAID EAST LINE, N13°59'45"W, A DISTANCE OF 850.25 FEET; THENCE S77°51'13"W, A DISTANCE OF 115.95 FEET TO THE EAST LINE OF AFOREMENTIONED DOWDEN WEST CDD; THENCE ALONG SAID EAST LINE, N03°53'30"W, A

DISTANCE OF 1124.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 7576.94 FEET, A CENTRAL ANGLE OF 00°31'12", A CHORD BEARING OF N86°22'06"E AND A CHORD DISTANCE OF 68.78 FEET; THENCE DEPARTING SAID EAST LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.78 FEET; THENCE S26°53'00"E, A DISTANCE OF 26.15 FEET; THENCE S12°10'47"E, A DISTANCE OF 51.19 FEET; THENCE S26°14'50"E, A DISTANCE OF 107.30 FEET; THENCE S03°51'21"E, A DISTANCE OF 79.51 FEET; THENCE S24°34'26"E, A DISTANCE OF 69.11 FEET; THENCE S06°03'53"E, A DISTANCE OF 114.79 FEET; THENCE S08°21'41"E, A DISTANCE OF 54.25 FEET; THENCE S12°15'42"E, A DISTANCE OF 40.05 FEET; THENCE S07°55'32"W, A DISTANCE OF 21.05 FEET; THENCE N69°29'37"E, A DISTANCE OF 84.30 FEET; THENCE S03°29'17"E, A DISTANCE OF 35.35 FEET; THENCE S68°36'33"W, A DISTANCE OF 49.22 FEET; THENCE S86°49'22"W, A DISTANCE OF 29.51 FEET; THENCE S21°23'23"W, A DISTANCE OF 40.23 FEET; THENCE S21°02'51"E, A DISTANCE OF 47.72 FEET; THENCE S41°02'09"E, A DISTANCE OF 70.79 FEET; THENCE S25°10'29"W, A DISTANCE OF 46.76 FEET; THENCE S01°20'46"W, A DISTANCE OF 70.63 FEET; THENCE S58°11'06"W, A DISTANCE OF 63.53 FEET; THENCE S15°14'36"E, A DISTANCE OF 77.69 FEET; THENCE S28°28'18"E, A DISTANCE OF 71.54 FEET; THENCE S10°53'59"E, A DISTANCE OF 76.24 FEET; THENCE S79°42'14"E, A DISTANCE OF 34.76 FEET; THENCE S51°07'29"W, A DISTANCE OF 45.45 FEET; THENCE S06°11'10"E, A DISTANCE OF 37.88 FEET; THENCE S22°22'24"E, A DISTANCE OF 80.50 FEET; THENCE N33°49'25"E, A DISTANCE OF 122.12 FEET; THENCE S12°23'01"E, A DISTANCE OF 105.24 FEET; THENCE S10°13'56"W, A DISTANCE OF 53.49 FEET; THENCE S04°59'42"E, A DISTANCE OF 57.80 FEET; THENCE S02°58'32"E, A DISTANCE OF 73.43 FEET; THENCE S32°25'25"E, A DISTANCE OF 15.65 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN INSTRUMENT NUMBER 20230386427 OF SAID PUBLIC RECORDS; THENCE S87°06'25"E, ALONG SAID NORTHERLY LINE A DISTANCE OF 1321.17 FEET; THENCE DEPARTING SAID NORTHERLY LINE, RUN S87°06'25"E, A DISTANCE OF 163.56 FEET; THENCE N77°06'19"E, A DISTANCE OF 25.43 FEET; THENCE N75°29'56"E, A DISTANCE OF 85.44 FEET; THENCE N73°40'37"E, A DISTANCE OF 58.80 FEET; THENCE N81°06'43"E, A DISTANCE OF 90.03 FEET; THENCE S85°50'34"E, A DISTANCE OF 92.43 FEET; THENCE S56°31'03"E, A DISTANCE OF 118.99 FEET; THENCE N81°40'05"E, A DISTANCE OF 87.26 FEET; THENCE N12°34'41"E, A DISTANCE OF 82.86 FEET; THENCE N01°55'19"W, A DISTANCE OF 104.62 FEET; THENCE N60°28'01"E, A DISTANCE OF 142.00 FEET; THENCE S82°08'13"E, A DISTANCE OF 132.31 FEET; THENCE N69°29'56"E, A DISTANCE OF 88.26 FEET; THENCE N40°13'33"E, A DISTANCE OF 100.42 FEET; THENCE N18°18'04"W, A DISTANCE OF 63.33 FEET; THENCE N00°19'14"W, A DISTANCE OF 67.91 FEET; THENCE N55°29'12"E, A DISTANCE OF 99.23 FEET TO THE WESTERLY LINE OF THE LANDS DESCRIBED IN AFOREMENTIONED INSTRUMENT NUMBER 20220424382, BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 949.95 FEET, A CENTRAL ANGLE OF 05°45'23", A CHORD BEARING OF N35°27'29"W AND A CHORD DISTANCE OF 95.40 FEET; THENCE RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.44 FEET TO THE POINT OF TANGENCY; THENCE N38°20'10"W, A DISTANCE OF 171.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1001.43 FEET, A CENTRAL ANGLE OF 38°06'12", A CHORD BEARING OF N19°17'04"W AND A CHORD DISTANCE OF 653.77 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 665.98 FEET; THENCE N00°13'58"W, A DISTANCE OF 74.62 FEET; THENCE S60°13'58"E, A DISTANCE OF 7.51 FEET; THENCE N89°46'02"E, A DISTANCE OF 80.00 FEET; THENCE N64°46'02"E, A DISTANCE OF 14.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 16,517,581 SQUARE FEET OR 379.19 ACRES MORE OR LESS.

Exhibit A Continued

LESS AND EXCEPT:

LOTS 1,081 THRU 1,294, INCLUSIVE, AS SHOWN ON THE PLAT KNOWN AS STARWOOD PHASE N-7, RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA PLAT BOOK 118 PAGES 106 THRU 114.

Approximately 60.305 acres.

&

LOTS 1,295 THRU 1,497, INCLUSIVE, AS SHOWN ON THE PLAT KNOWN AS MERIDIAN PARKS PHASE N-13S, RECORDED IN OFFICIAL RECORDS OF ORANGE COUNTY, FLORIDA PB 118 PG 106 THRU 114

Approximately 71.81 acres

SECTION 3

RESOLUTION 2026- 33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF DOWDEN CENTRAL COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Dowden Central Community Development District (the “District”) was established by Ordinance No. 2026-02, adopted by the City Counsel of the City Orlando, Florida, effective as of March 16, 2026, and is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended, located entirely within, the City of Orlando, Florida; and

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, or construct certain improvements, including but not limited to: transportation facilities, utility facilities, recreational facilities, and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, the Board of Supervisors (the “Board”) of the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements described in the *Dowden Central Community Development District Master Engineer’s Report*, dated March 27, 2026, attached hereto as **Exhibit A** and incorporated herein by reference (the “CIP” and the improvements described therein, the “Improvements”); and

WHEREAS, it is in the best interest of the District to pay all or a portion of the cost of the Improvements by special assessments levied on benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes* (the “Assessments”); and

WHEREAS, the District is empowered by Chapters 170, 190, and 197, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, this Resolution shall serve as the “resolution required to declare special assessments” contemplated by Section 170.03, *Florida Statutes*, for the assessment lien(s) levied against the property as described in **Exhibits A** and **B** that secure the Assessments.

WHEREAS, as set forth in *Dowden Central Community Development District Master Special Assessment Methodology Report*, dated March 27, 2026, attached hereto as **Exhibit B** and incorporated herein by reference (the “Assessment Report”), and on file at Governmental Management Services, Central Florida, 219 E. Livingston St. Orlando, FL 32801 (the “District Records Office”), the District hereby finds and determines that:

- (i) benefits from the Improvements will accrue to the property improved,
- (ii) the amount of those benefits will exceed the amount of the Assessments, and
- (iii) the Assessments are fairly and reasonably allocated.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190, and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

SECTION 2. DECLARATION OF ASSESSMENTS. The Board hereby declares that it has determined to undertake all or a portion of the Improvements and to defray all or a portion of the cost thereof by the Assessments and is as set forth in the Assessment Report attached as **Exhibit B**.

SECTION 3. DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS. The nature and general location of, and plans and specifications for the Improvements are described in **Exhibit A** and as set forth in the CIP, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

SECTION 4. DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.

- A. The total estimated construction cost of the Improvements is **\$55,121,550.00** (the “Estimated Cost”).
- B. The Assessments will defray approximately **\$72,500,000**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, capitalized interest, and a debt service reserve as set forth in **Exhibit B**.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in the Assessment Report attached as **Exhibit B**, as may be modified by supplemental assessment resolutions. Commencing with the years in which the Assessments are certified for collection, the Assessments shall each be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect Assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 5. DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon such Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter referenced.

SECTION 6. ASSESSMENT PLAT. Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and

specifications describing the Improvements and the estimated cost of the Improvements, all of which are open to inspection by the public.

SECTION 7. PRELIMINARY ASSESSMENT ROLL. Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the maximum assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

SECTION 8. PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS. Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two (2) public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS

DATE:	_____, 2026
TIME:	_____ a.m./p.m.
LOCATION:	Governmental Management Services – Central Florida 219 East Livingston Street Orlando, Florida 32801

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District Improvements as identified in the CIP and the preliminary assessment roll, a copy of which is on file at the District Records Office. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of paid general circulation within Orange County (by two (2) publications one (1) week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of the hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

SECTION 9. PUBLICATION OF RESOLUTION. Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of paid general circulation within Orange County and to provide such other notice as may be required by law or desired in the best interests of the District.

SECTION 10. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 11. SEVERABILITY. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 12. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 27th day of March 2026.

ATTEST:

**DOWDEN CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

Exhibit A: *Dowden Central Community Development District Master Engineer's Report, dated March 27, 2026*

Exhibit B: *Dowden Central Community Development District Master Special Assessment Methodology Report, dated March 27, 2026*

Exhibit A

*Dowden Central Community Development District
Master Engineer's Report, dated March 27, 2026*

Exhibit B

*Dowden Central Community Development District
Master Special Assessment Methodology Report, dated March 27, 2026*

SECTION VII

SECTION A

SECTION 1

E-Verify Memorandum

TO: District Manager, Board of Supervisors

FROM: Kilinski | Van Wyk PLLC

DATE: March 27, 2026

RE: Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2), *Florida Statutes*, provides:

(2) EMPLOYMENT VERIFICATION.—

(a) An employer shall verify each new employee's employment eligibility within 3 business days after the first day that the new employee begins working for pay as required under 8 C.F.R. s. 274a.

(b)(1) A public agency shall use the E-Verify system to verify a new employee's employment eligibility as required under paragraph (a).

(2) Beginning on July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility as required under paragraph (a).

(3) Each employer required to use the E-Verify system under this paragraph must certify on its first return each calendar year to the tax service provider that it is in compliance with this section when making contributions to or reimbursing the state's unemployment compensation or reemployment assistance system. An employer that voluntarily uses the E-Verify system may also make such a certification on its first return each calendar year in order to document such use.

Section 448.095(1)(d), *Florida Statutes*, defines "public agency" as any "office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, state, county, city, town, village, municipality, or any other separate unit of government created or established pursuant to law, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/>.

[verify.gov/employers/enrolling-in-e-verify/enrollment-checklist](https://www.dhs.gov/verify.gov/employers/enrolling-in-e-verify/enrollment-checklist). In order to enroll, all Special Districts must enter into a memorandum of understanding (“MOU”) which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations.

2. On a going forward basis, include the following contract provision in Special District contracts:

E-VERIFY REQUIREMENTS

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

If the Contractor anticipates entering into agreements with a subcontractor for the Work, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.095(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions. We appreciate your attention to this matter, and I can be reached at (877) 350-0372.

SECTION C

Dowden Central

COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2026

Funding Requests

<i>Date</i>	<i>FR #'s</i>	<i>Amount</i>
3/23/2026	Funding Request #1	\$75,000.00
TOTAL		\$75,000.00

Dowden Central

Community Development District

BILL TO: Mattamy (Orlando) Partnership, Inc.
1900 Summit Tower Blvd. #500
Orlando, FL 32810

March 23, 2026
Funding Request #1

PAYEE		GENERAL FUND	
1	Egis Insurance & Risk Advisors Insurance FY26	\$	5,000.00
2	Operating Funds	\$	70,000.00
TOTAL		\$	75,000.00

Please make check payable to:

Dowden Central Community Development District
Attn: Sheik Neerooa - District Accountant
5385 N Nob Hill Road
Sunrise, FL 33351