

*Dowden West Community
Development District*

Agenda

August 15, 2024

AGENDA

Dowden West

Community Development District

219 E. Livingston Street, Orlando, Florida 32801

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

REVISED AGENDA

August 8, 2024

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

Dear Board Members:

The Board of Supervisors of Dowden West Community Development District will meet **Thursday, August 15, 2024 at 9:00 AM at the Offices of GMS-CF, 219 E. Livingston Street, Orlando, Florida.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of May 16, 2024 Meeting
4. Organizational Matters
 - A. Appointment of Individual in Seat #2 to Fulfill the Board Vacancy with a Term Ending November 2024
 - B. Administration of Oath of Office to Newly Appointed Board Member
 - C. Consideration of Resolution 2024-16 Electing Assistant Secretary
5. Consideration of Resolution 2024-13 Approving Conveyance of Real Property
6. Public Hearing
 - A. Consideration of Resolution 2024-14 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2024-15 Imposing Special Assessments and Certifying an Assessment Roll
7. Consideration of Resolution 2024-17 Declaring Vacancies in Certain Seats
8. **Consideration of Landscape Maintenance Agreement with Yellowstone Landscape - Added**
9. **Consideration of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser - Added**
10. Staff Reports
 - A. Attorney
 - i. Memorandum Regarding Recently Enacted Legislation
 - B. Engineer
 - C. District Manager's Report
 - i. Adoption of District Goals and Objectives
 - ii. Approval of Check Register

- iii. Balance Sheet and Income Statement
- iv. Approval of Fiscal Year 2025 Meeting Schedule
- 11. Supervisor's Requests
- 12. Other Business
- 13. Next Meeting Date
- 14. Adjournment

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

Sincerely,



Jason M. Showe
District Manager

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

Enclosures

MINUTES

MINUTES OF MEETING
DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Dowden West Community Development District was held Thursday, May 16, 2024 at 9:00 a.m. in the offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

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

Also present were:

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

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the April 18, 2024 Meeting

On MOTION by Mr. Bell seconded by Mr. Franklin with all in favor the minutes of the April 18, 2024 meeting were approved, as presented.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2024-12
Approving the Proposed Fiscal Year 2025
Budget and Setting a Public Hearing**

Mr. Showe: Resolution 2024-12 approves the proposed Fiscal Year 2025 budget, sets the public hearing for August 15, 2024 and directs staff to post it on the District’s website and provide it to the city and county. There will be more development this coming fiscal year and the developer will enter into a developer contribution agreement, so we were able to keep the assessments level.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor Resolution 2024-12 Approving the Proposed Fiscal Year 2025 Budget and Setting a Public Hearing was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Acceptance of Fiscal Year
2023 Audit Report**

Mr. Showe: In the report to management, you will see that there were no prior year or current findings or recommendation and it is a clean audit.

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the Fiscal Year 2023 audit was accepted and staff was directed to transmit the final report to the State of Florida.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Lazarovich: We are working on finishing up some conveyances.

B. Engineer

Mr. Malave: We are working with Jay on some of the documents.

C. Manager

i. Approval of Check Register

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

ii. Balance Sheet and Income Statement

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

iii. Presentation of Number of Registered Voters – 516

A copy of the letter from the Supervisor of Elections indicating that there are 516 registered voters residing within the District was included in the agenda package.

iv. General Election Qualifying Period & Procedure – 2 Seats

Mr. Showe: You have two seats that are transitioning to the general election process. Seat 2 that is currently vacant and seat 5, which is held by Mr. Franklin will go to general election. Any resident who is interested will need to contact the supervisor of elections office. The qualifying period is from noon June 10 to noon June 14th.

v. Designation of November 21, 2024 as the Landowners’ Meeting Date – 1 Seat

Mr. Showe: We will have one landowner seat, seat 4, which is Mr. Madlang’s seat and we would like to designate November 21, 2024 as the landowner meeting and election. That will not be a Board meeting, we will just need a representative of the landowner as well as residents to be there.

On MOTION by Mr. Bell seconded by Mr. Madlang with all in favor November 21, 2024 was designated as the landowners meeting and election.

SEVENTH ORDER OF BUSINESS Supervisor’s Requests

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS Next Meeting Date – June 20, 2024

Mr. Showe: The next scheduled meeting will be held June 20, 2024.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Franklin seconded by Mr. Bell with all in favor the meeting adjourned at 9:14 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION C

RESOLUTION 2024-16

**A RESOLUTION OF THE DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT ELECTING _____
_____ AS ASSISTANT SECRETARY OF THE
BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Dowden West Community District desires to elect _____ as an Assistant Secretary.

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

1. _____ is elected Assistant Secretary of the Board of Supervisors.

PASSED AND ADOPTED THIS 15th DAY OF AUGUST, 2024.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION 2024-13

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

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

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

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

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

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

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

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

2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the infrastructure improvements described in **Exhibit “A,”** to the District, and approves and accepts the documents evidencing such conveyances in **Exhibit “A.”**

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

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

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

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

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Dowden West Community Development District, this __ day of _____, 2024.

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

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT "A"

CONVEYANCE DOCUMENTS

1. Special Warranty Deed between Beachline South Residential, LLC and the Dowden West Community Development District;
2. Owner's Affidavit;
3. Agreement Regarding Taxes;
4. Certificate of District Engineer

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

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

Parcel ID No. 33-23-31-0000-00-010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this ____ day of _____, 2024 by **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company (the “Grantor”), whose principal address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, to **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Grantee”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

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

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

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

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

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

AND the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2024 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014(2)(b). Minimum documentary stamp tax of \$0.70 is being paid herein.

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

Signed, sealed and delivered in our presence:

“GRANTOR”

BEACHLINE SOUTH RESIDENTIAL, LLC, a Florida limited liability company

(Signature)

(Print Name)

(Address)

By: _____

Print: Elizabeth Manchester

Title: Vice President

(Signature)

(Print Name)

(Address)

(Address)

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by Elizabeth Manchester, as Vice President of **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

Notary Public

Print Name: _____

My Commission expires: _____

My Commission No.: _____

EXHIBIT "A"

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

BEGINNING AT SOUTHEAST CORNER OF LOT 1, MERIDIAN PARK HIGH SCHOOL, ACCORDING TO PLAT BOOK 103, PAGE 65 OF THE PUBLIC RECORD OF ORANGE COUNTY, FLORIDA; THENCE N38°42'56"W ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 47.50 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S55°58'51"E, A DISTANCE OF 49.74 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF DOWDEN ROAD SEGMENT 3, ACCORDING TO PLAT BOOK 97, PAGE 147 OF THE PUBLIC RECORD OF ORANGE COUNTY, FLORIDA; THENCE S51°17'04"W, ALONG THE EASTERLY EXTENSION OF THE WESTERLY RIGHT OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 14.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 351 SQUARE FEET MORE OR LESS.

OWNER'S AFFIDAVIT

Dowden West Community Development District

STATE OF FLORIDA
COUNTY OF _____

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

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

2. That the Property, as described in the Special Warranty Deed dated as of the date hereof, are free and clear of all liens and encumbrances except for restrictions, covenants, conditions, easements and other matters of record and taxes for the year 2024 and subsequent years.

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

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

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

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

7. That to the actual knowledge of Affiant, there are no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or

improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, 2024

Signed, sealed and delivered in our presence:

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

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____

Print: Elizabeth Manchester

Title: Vice President

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by Elizabeth Manchester, as Vice President of **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

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

BEGINNING AT SOUTHEAST CORNER OF LOT 1, MERIDIAN PARK HIGH SCHOOL, ACCORDING TO PLAT BOOK 103, PAGE 65 OF THE PUBLIC RECORD OF ORANGE COUNTY, FLORIDA; THENCE N38°42'56"W ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 47.50 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S55°58'51"E, A DISTANCE OF 49.74 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF DOWDEN ROAD SEGMENT 3, ACCORDING TO PLAT BOOK 97, PAGE 147 OF THE PUBLIC RECORD OF ORANGE COUNTY, FLORIDA; THENCE S51°17'04"W, ALONG THE EASTERLY EXTENSION OF THE WESTERLY RIGHT OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 14.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 351 SQUARE FEET MORE OR LESS.

AGREEMENT REGARDING TAXES

Dowden West Community Development District

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of _____, 2024, by and between **BEACHLINE SOUTH RESIDENTAL, LLC**, a Florida limited liability company, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“Developer”), and **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (“District”).

WITNESSETH

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

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

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

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

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

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2023 and all prior years have been paid in full.
3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2024.

4. Subsequent to the District's acceptance of the Property, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Orange County Property Appraiser and, subsequent to tax year 2024, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Dowden West Community Development District

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

WITNESSES:

BEACHLINE SOUTH RESIDENTIAL, LLC, a
Florida limited liability company

X _____

By: _____

Print: _____

Print: Elizabeth Manchester

X _____

Title: Vice President

Print: _____

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

ATTEST

X _____

By: _____

Print: _____
Secretary/Asst. Secretary

Print: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

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

BEGINNING AT SOUTHEAST CORNER OF LOT 1, MERIDIAN PARK HIGH SCHOOL, ACCORDING TO PLAT BOOK 103, PAGE 65 OF THE PUBLIC RECORD OF ORANGE COUNTY, FLORIDA; THENCE N38°42'56"W ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 47.50 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S55°58'51"E, A DISTANCE OF 49.74 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF DOWDEN ROAD SEGMENT 3, ACCORDING TO PLAT BOOK 97, PAGE 147 OF THE PUBLIC RECORD OF ORANGE COUNTY, FLORIDA; THENCE S51°17'04"W, ALONG THE EASTERLY EXTENSION OF THE WESTERLY RIGHT OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 14.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 351 SQUARE FEET MORE OR LESS.

CERTIFICATE OF DISTRICT ENGINEER
Dowden West Community Development District

I, **Reinardo Malave**, of **Dewberry Engineers Inc.**, a New York corporation, and licensed to provide professional engineering services to the public in the State of Florida under Florida Certificate of Authorization No. 8794, with offices located at 800 N. Magnolia Ave., Suite 1000, Orlando, Florida 32803 (“Dewberry”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

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

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

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

4. That the Improvements, if any, were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by any known governmental authorities, as applicable. I have personally viewed the Improvements and the materials deemed necessary to make the statements herein.

5. The Property is in a condition acceptable for acceptance by the District.

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

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Dowden West Community Development District

DATED: _____, 2024

Witness: _____

Print: _____

Reinardo Malave, PE
State of Florida License No.: 35188
on behalf of the company,
Dewberry Engineers Inc.

Witness: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024 by **REINARDO MALAVE** of Dewberry Engineers Inc., a New York corporation, on behalf of said corporation. Said person is [] personally known to me or [] has produced a valid driver's license as identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____

Comm. Exp.: _____

Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

PROPERTY

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

BEGINNING AT SOUTHEAST CORNER OF LOT 1, MERIDIAN PARK HIGH SCHOOL, ACCORDING TO PLAT BOOK 103, PAGE 65 OF THE PUBLIC RECORD OF ORANGE COUNTY, FLORIDA; THENCE N38°42'56"W ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 47.50 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN S55°58'51"E, A DISTANCE OF 49.74 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF DOWDEN ROAD SEGMENT 3, ACCORDING TO PLAT BOOK 97, PAGE 147 OF THE PUBLIC RECORD OF ORANGE COUNTY, FLORIDA; THENCE S51°17'04"W, ALONG THE EASTERLY EXTENSION OF THE WESTERLY RIGHT OF DOWDEN ROAD SEGMENT 3, A DISTANCE OF 14.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 351 SQUARE FEET MORE OR LESS.

SECTION VI

SECTION A

RESOLUTION 2024-14

THE ANNUAL APPROPRIATION RESOLUTION OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT (THE “DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2024, submitted to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year along with an explanatory and complete financial plan for each fund of the Dowden West Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, at least sixty (60) days prior to the adoption of the proposed annual budget (the “Proposed Budget”), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 15, 2024, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

Section 1. Budget

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager’s Proposed Budget, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2024 and/or revised projections for Fiscal Year 2025.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District’s Records Office and identified as “The Budget for Dowden West Community Development District for the Fiscal Year Ending September 30, 2025”, as adopted by the Board of Supervisors on August 15, 2024.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Dowden West Community Development District, for the fiscal year beginning October 1, 2024, and ending September 30, 2025, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL DEBT SERVICE FUND – SERIES 2018	\$ _____
TOTAL DEBT SERVICE FUND – SERIES 2024	\$ _____
TOTAL ALL FUNDS	\$ _____

Section 3. Supplemental Appropriations

The Board may authorize by resolution, supplemental appropriations or revenue changes for any lawful purpose from funds on hand or estimated to be received within the fiscal year as follows:

- a. Board may authorize a transfer of the unexpended balance or portion thereof of any appropriation item.
- b. Board may authorize an appropriation from the unappropriated balance of any fund.
- c. Board may increase any revenue or income budget amount to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

The District Manager and Treasurer shall have the power within a given fund to authorize the transfer of any unexpected balance of any appropriation item or any portion thereof, provided

such transfers do not exceed Ten Thousand (\$10,000) Dollars or have the effect of causing more than 10% of the total appropriation of a given program or project to be transferred previously approved transfers included. Such transfer shall not have the effect of causing a more than \$10,000 or 10% increase, previously approved transfers included, to the original budget appropriation for the receiving program. Transfers within a program or project may be approved by the Board of Supervisors. The District Manager or Treasurer must establish administrative procedures which require information on the request forms proving that such transfer requests comply with this section.

Introduced, considered favorably, and adopted this 15th day of August, 2024.

ATTEST:

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

Secretary

By: _____

Its: _____

Exhibit A

Dowden West
Community Development District

Proposed Budget
FY 2025



Table of Contents

1-2	<u>General Fund</u>
3-8	<u>General Fund Narrative</u>
9	<u>Series 2018 Debt Service Fund</u>
10	<u>Series 2018 Amortization Schedule</u>
11	<u>Series 2024 Debt Service Fund</u>
12	<u>Series 2024 Amortization Schedule</u>

Dowden West
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2024	Actuals Thru 7/31/24	Projected Next 2 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Assessments	\$ 970,278	\$ 986,996	\$ -	\$ 986,996	\$ 970,278
Developer Contributions	300,000	-	-	-	602,194
Total Revenues	\$ 1,270,278	\$ 986,996	\$ -	\$ 986,996	\$ 1,572,472
Expenditures					
<i>General & Administrative</i>					
Supervisor Fees	\$ 2,400	\$ 1,000	\$ 400	\$ 1,400	\$ 2,400
PR-FICA	184	77	31	107	184
Engineering	15,000	11,435	2,400	13,835	15,000
Attorney	25,000	9,739	3,800	13,539	25,000
Arbitrage Rebate	900	450	-	450	900
Dissemination Agent	7,000	3,792	583	4,375	3,675
Annual Audit	5,000	3,490	-	3,490	5,000
Trustee Fees	8,100	5,051	-	5,051	5,051
Assessment Administration	5,000	5,000	-	5,000	5,250
Management Fees	40,124	33,437	6,687	40,124	42,500
Information Technology	1,200	1,000	200	1,200	1,260
Website Maintenance	800	667	133	800	840
Telephone	300	-	150	150	300
Postage & Delivery	750	137	500	637	750
Printing & Binding	750	250	100	350	750
Insurance General Liability	6,886	6,197	-	6,197	6,817
Legal Advertising	5,000	4,560	4,200	8,760	7,500
Other Current Charges	2,000	406	80	486	2,000
Office Supplies	500	1	75	76	150
Property Appraiser	250	-	-	-	-
Dues, Licenses & Subscriptions	175	175	-	175	175
Total General & Administrative:	\$ 127,319	\$ 86,863	\$ 19,340	\$ 106,203	\$ 125,501

Dowden West
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2024	Actuals Thru 7/31/24	Projected Next 2 Months	Projected Thru 9/30/24	Proposed Budget FY2025
<i>Operations & Maintenance</i>					
Contract Services					
Field Management	\$ 16,695	\$ 13,913	\$ 2,783	\$ 16,696	\$ 17,530
Landscape Maintenance	694,920	259,016	51,803	310,819	799,258
Lake Maintenance	64,000	9,500	1,900	11,400	47,000
Mitigation Monitoring	10,000	-	5,000	5,000	10,000
Repairs & Maintenance					
General Repairs & Maintenance	2,500	-	2,500	2,500	2,500
Operating Supplies	500	-	500	500	500
Landscape Replacement	10,000	9,515	10,000	19,515	20,000
Irrigation Repairs	3,000	4,531	2,000	6,531	7,500
Alleway Maintenance	5,000	-	2,500	2,500	5,000
Signage	3,500	-	1,500	1,500	3,500
Utilities					
Electric	4,000	15,459	10,000	25,459	66,000
Water & Sewer	85,000	43,144	23,700	66,844	104,280
Streetlights	203,844	78,787	16,544	95,331	331,225
Other					
Contingency	25,000	16,344	15,000	31,344	25,000
Property Insurance	15,000	6,794	-	6,794	7,677
Total Operations & Maintenance:	\$ 1,142,959	\$ 457,003	\$ 145,730	\$ 602,733	\$ 1,446,971
Total Expenditures	\$ 1,270,278	\$ 543,866	\$ 165,069	\$ 708,935	\$ 1,572,472
Excess Revenues/(Expenditures)	\$ -	\$ 443,130	\$ (165,069)	\$ 278,061	\$ -

Gross Assessments	\$ 1,032,211
(Less: Discounts & Collections 6%)	\$ (61,933)
Net Assessments	\$ 970,278

Assessments - O&M

Type	Units	ERU/Unit	ERU's	Gross Per Unit Assessment	Net Per Unit Assessment	Total Gross Assessments	Total Net Assessments
Townhome	364	0.5	182	\$713.61	\$670.79	\$259,754.54	\$244,169.27
Single Family - 40'	225	0.8	180	\$1,141.78	\$1,073.27	\$256,900.10	\$241,486.09
Single Family - 50'	207	1	207	\$1,427.22	\$1,341.59	\$295,435.11	\$277,709.01
Single Family - 60'	81	1.2	97.2	\$1,712.67	\$1,609.91	\$138,726.05	\$130,402.49
Unplatted - Admin	569	--	--	\$143.05	\$134.47	\$81,394.83	\$76,511.14
Total	1446		666.2			\$1,032,210.64	\$970,278.00

FY2024 - 2025 Comparison

\$893,766.86

Type	FY2024 Gross Per Unit	FY2025 Gross Per Unit	Increase/(Decrease)
Townhome	\$713.61	\$713.61	\$0.00
Single Family - 40'	\$1,141.78	\$1,141.78	(\$0.00)
Single Family - 50'	\$1,427.22	\$1,427.22	\$0.00
Single Family - 60'	\$1,712.67	\$1,712.67	(\$0.00)

Dowden West
Community Development District
GENERAL FUND BUDGET

REVENUES:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

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:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

FICA Expense

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

The District's engineer, Dewberry Engineers, will provide general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel, Latham, Luna, Eden & Beaudine, LLP, will provide general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Arbitrage

The District has contracted with AMTEC to annually calculate the District's Arbitrage Rebate Liability on its Series 2018 bonds. The budget includes estimates for an additional future issuance.

Dowden West
Community Development District
GENERAL FUND BUDGET

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This service is contracted with Governmental Management Services-Central Florida, LLC and includes costs for our Series 2018 issuance and another anticipated issuance.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. This service is contracted with Berger, Toombs, Elam, Gaines & Frank.

Trustee Fees

The District will incur trustee related costs with the Series 2018 bonds in addition to a second bond issuance with US Bank.

Assessment Administration

The District has contracted with Governmental Management Services-Central Florida, LLC to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Management Fees

The District has contracted with Governmental Management Services to provide Management, Accounting and Recording Secretary Services for the District. The services include, but not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reporting, annual audits, etc.

Information Technology

Represents various cost of information technology with Governmental Management Services-Central Florida, LLC for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida LLC associated with monitoring and maintaining the District’s website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Telephone

Telephone and fax machine

Dowden West
Community Development District
GENERAL FUND BUDGET

Postage

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Copies

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Insurance

The District's general liability, public official's liability insurance and property insurance coverages with Florida Insurance Alliance.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenditures incurred during the year.

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Property Appraiser

Represents the fees to be paid to the Orange County Property Appraiser for annual assessment roll administration.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Commerce for \$175. This is the only expenditure under this category for the District.

Operations & Maintenance:

Contract Services:

Field Management

Represents the costs of onsite field management with Governmental Management Services – Central Florida LLC of contracts for the District such as landscape and lake maintenance. Services to include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Dowden West
Community Development District
 GENERAL FUND BUDGET

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Description	Monthly Amount	Annual Amount
Current Landscape Maintenance	\$ 21,230	\$ 254,764
East West Road Ph1 Maintenance	\$ 3,142	\$ 37,698
East West Road Ph2 Maintenance	\$ 7,799	\$ 46,794
Dowden Road Segment 4 Maintenance	\$ 11,605	\$ 139,260
Dowden Road Segment 5 Maintenance	\$ 11,671	\$ 105,039
North South Road	\$ 13,343	\$ 160,116
N4 Maintenance	\$ 3,683	\$ 33,147
N5 Maintenance	\$ 3,740	\$ 22,440
		\$ 799,258

Lake Maintenance

Represents estimated costs for maintenance to all lakes the District must maintain within District boundaries.

Description	Monthly Amount	Annual Amount
Lake Maintenance Phase 1 & 4	\$ 600	\$ 7,200
Lake Maintenance Phase 2	\$ 350	\$ 4,200
Dowden Road 4 Maintenance	\$ 600	\$ 7,200
Dowden Road 5 Maintenance	\$ 350	\$ 4,200
East West Road Ph1 Maintenance	\$ 150	\$ 1,800
East West Road Ph2 Maintenance	\$ 650	\$ 7,800
Meridian Parks N4 Maintenance	\$ 100	\$ 1,200
Meridian Parks N5 Maintenance	\$ 200	\$ 2,400
Midge Treatment		\$ 11,000
		\$ 47,000

Mitigation Monitoring

The District will incur costs for scheduled monitoring of mitigation areas located throughout the District. The amounts are estimated.

Repairs & Maintenance:

General Repairs & Maintenance

Represents estimated costs for the general repairs and maintenance of various facilities throughout the District.

Operating Supplies

Dowden West
Community Development District
GENERAL FUND BUDGET

Represents estimated costs of supplies purchased for operating and maintaining common areas.

Landscape Replacement

Represents estimated costs related to the replacement of any landscaping needed throughout the fiscal year.

Irrigation Repairs

The District will incur costs related to repairing and maintaining its irrigation systems. The amount is based on estimated costs.

Alleyway Maintenance

Represents estimated costs for the maintenance of alleyways located within the District.

Signage

Represents estimated costs to replace miscellaneous signs throughout the fiscal year.

Utilities:

Electric

Represents estimated electric charges of common areas throughout the District.

Water & Sewer

Represents estimated costs for water and refuse services provided for common areas throughout the District.

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Description	Annual Amount
Current Streetlights	\$103,851
East West Road Ph1 Streetlights	\$13,255
East West Road Ph2 Streetlights	\$9,346
Dowden Road Segment 4 Streetlights	\$61,177
Dowden Road Segment 5 Streetlights	\$38,236
North South Road	\$54,380
N4 Streetlights	\$38,236
N5 Streetlights	\$12,745
	\$331,226

Dowden West
Community Development District
GENERAL FUND BUDGET

Other:

Contingency

Represents funds allocated to expenditures that the District could incur throughout the fiscal year that do not fit into any standard category.

Property Insurance

The District will incur fees to insure items owned by the District for its property needs. Coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage for government agencies.

Dowden West
Community Development District
Proposed Budget
Debt Service Fund Series 2018

Description	Adopted Budget FY2024	Actuals Thru 7/31/24	Projected Next 2 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Assessments	\$ 420,744	\$ 431,633	\$ -	\$ 431,633	\$ 420,744
Interest	-	17,980	2,500	20,480	-
Carry Forward Surplus	18,757	194,381	-	194,381	228,256
Total Revenues	\$ 439,501	\$ 643,994	\$ 2,500	\$ 646,494	\$ 649,000
Expenditures					
Interest - 11/1	\$ 156,619	\$ 156,619	\$ -	\$ 156,619	\$ 154,073
Principal - 5/1	105,000	105,000	-	105,000	110,000
Interest - 5/1	156,619	156,619	-	156,619	154,073
Total Expenditures	\$ 418,238	\$ 418,238	\$ -	\$ 418,238	\$ 418,145
Excess Revenues/(Expenditures)	\$ 21,264	\$ 225,756	\$ 2,500	\$ 228,256	\$ 230,855

Interest - 11/1/25 \$ 154,073
Total \$ 154,073

Assessments - Debt Service

Type	Units	Gross Per Unit Assessment	Net Per Unit Assessment	Total Gross Assessments	Total Net Assessments
Townhome	208	\$500.00	\$470.00	\$104,000	\$97,760
Single Family - 40'	201	\$800.00	\$752.00	\$160,800	\$151,152
Single Family - 50'	118	\$1,000.00	\$940.00	\$118,000	\$110,920
Single Family - 60'	54	\$1,200.00	\$1,128.00	\$64,800	\$60,912
Total	581			\$447,600	\$420,744

Dowden West
Community Development District
Series 2018 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 5,785,000.00	\$ -	\$ 156,618.75	\$ 156,618.75
05/01/24	\$ 5,785,000.00	\$ 105,000.00	\$ 156,618.75	\$ -
11/01/24	\$ 5,680,000.00	\$ -	\$ 154,072.50	\$ 415,691.25
05/01/25	\$ 5,680,000.00	\$ 110,000.00	\$ 154,072.50	\$ -
11/01/25	\$ 5,570,000.00	\$ -	\$ 151,405.00	\$ 415,477.50
05/01/26	\$ 5,570,000.00	\$ 115,000.00	\$ 151,405.00	\$ -
11/01/26	\$ 5,455,000.00	\$ -	\$ 148,616.25	\$ 415,021.25
05/01/27	\$ 5,455,000.00	\$ 125,000.00	\$ 148,616.25	\$ -
11/01/27	\$ 5,330,000.00	\$ -	\$ 145,585.00	\$ 419,201.25
05/01/28	\$ 5,330,000.00	\$ 130,000.00	\$ 145,585.00	\$ -
11/01/28	\$ 5,200,000.00	\$ -	\$ 142,432.50	\$ 418,017.50
05/01/29	\$ 5,200,000.00	\$ 135,000.00	\$ 142,432.50	\$ -
11/01/29	\$ 5,065,000.00	\$ -	\$ 139,158.75	\$ 416,591.25
05/01/30	\$ 5,065,000.00	\$ 145,000.00	\$ 139,158.75	\$ -
11/01/30	\$ 4,920,000.00	\$ -	\$ 135,243.75	\$ 419,402.50
05/01/31	\$ 4,920,000.00	\$ 150,000.00	\$ 135,243.75	\$ -
11/01/31	\$ 4,770,000.00	\$ -	\$ 131,193.75	\$ 416,437.50
05/01/32	\$ 4,770,000.00	\$ 160,000.00	\$ 131,193.75	\$ -
11/01/32	\$ 4,610,000.00	\$ -	\$ 126,873.75	\$ 418,067.50
05/01/33	\$ 4,610,000.00	\$ 170,000.00	\$ 126,873.75	\$ -
11/01/33	\$ 4,440,000.00	\$ -	\$ 122,283.75	\$ 419,157.50
05/01/34	\$ 4,440,000.00	\$ 180,000.00	\$ 122,283.75	\$ -
11/01/34	\$ 4,260,000.00	\$ -	\$ 117,423.75	\$ 419,707.50
05/01/35	\$ 4,260,000.00	\$ 190,000.00	\$ 117,423.75	\$ -
11/01/35	\$ 4,070,000.00	\$ -	\$ 112,293.75	\$ 419,717.50
05/01/36	\$ 4,070,000.00	\$ 200,000.00	\$ 112,293.75	\$ -
11/01/36	\$ 3,870,000.00	\$ -	\$ 106,893.75	\$ 419,187.50
05/01/37	\$ 3,870,000.00	\$ 210,000.00	\$ 106,893.75	\$ -
11/01/37	\$ 3,660,000.00	\$ -	\$ 101,223.75	\$ 418,117.50
05/01/38	\$ 3,660,000.00	\$ 220,000.00	\$ 101,223.75	\$ -
11/01/38	\$ 3,440,000.00	\$ -	\$ 95,283.75	\$ 416,507.50
05/01/39	\$ 3,440,000.00	\$ 235,000.00	\$ 95,283.75	\$ -
11/01/39	\$ 3,205,000.00	\$ -	\$ 88,938.75	\$ 419,222.50
05/01/40	\$ 3,205,000.00	\$ 245,000.00	\$ 88,938.75	\$ -
11/01/40	\$ 2,960,000.00	\$ -	\$ 82,140.00	\$ 416,078.75
05/01/41	\$ 2,960,000.00	\$ 260,000.00	\$ 82,140.00	\$ -
11/01/41	\$ 2,700,000.00	\$ -	\$ 74,925.00	\$ 417,065.00
05/01/42	\$ 2,700,000.00	\$ 275,000.00	\$ 74,925.00	\$ -
11/01/42	\$ 2,425,000.00	\$ -	\$ 67,293.75	\$ 417,218.75
05/01/43	\$ 2,425,000.00	\$ 290,000.00	\$ 67,293.75	\$ -
11/01/43	\$ 2,135,000.00	\$ -	\$ 59,246.25	\$ 416,540.00
05/01/44	\$ 2,135,000.00	\$ 310,000.00	\$ 59,246.25	\$ -
11/01/44	\$ 1,825,000.00	\$ -	\$ 50,643.75	\$ 419,890.00
05/01/45	\$ 1,825,000.00	\$ 325,000.00	\$ 50,643.75	\$ -
11/01/45	\$ 1,500,000.00	\$ -	\$ 41,625.00	\$ 417,268.75
05/01/46	\$ 1,500,000.00	\$ 345,000.00	\$ 41,625.00	\$ -
11/01/46	\$ 1,155,000.00	\$ -	\$ 32,051.25	\$ 418,676.25
05/01/47	\$ 1,155,000.00	\$ 365,000.00	\$ 32,051.25	\$ -
11/01/47	\$ 790,000.00	\$ -	\$ 21,922.50	\$ 418,973.75
05/01/48	\$ 790,000.00	\$ 385,000.00	\$ 21,922.50	\$ -
11/01/48	\$ 405,000.00	\$ -	\$ 11,238.75	\$ 418,161.25
05/01/49	\$ 405,000.00	\$ 405,000.00	\$ 11,238.75	\$ -
			\$	\$ 416,238.75
		\$ 5,785,000.00	\$ 5,233,255.00	\$ 11,018,255.00

Dowden West
Community Development District
Proposed Budget
Debt Service Fund Series 2024

Description	Proposed Budget FY2024	Actuals Thru 7/31/24	Projected Next 2 Months	Projected Thru 9/30/24	Proposed Budget FY2025
Revenues					
Assessments	\$ -	\$ -	\$ -	\$ -	\$ 224,800
Interest	\$ -	\$ 3,022	\$ 1,500	\$ 4,522	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 103,749
Total Revenues	\$ -	\$ 3,022	\$ 1,500	\$ 4,522	\$ 328,549
Expenditures					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 103,749
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 86,310
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 240,059
Other Sources/(Uses)					
Bond Proceeds	\$ 216,149	\$ 216,149	\$ -	\$ 216,149	\$ -
Total Other	\$ 216,149	\$ 216,149	\$ -	\$ 216,149	\$ -
Excess Revenues/(Expenditures)	\$ 216,149	\$ 219,171	\$ 1,500	\$ 220,671	\$ 88,490

Interest - 11/1/25 \$ 86,310

Assessments - Debt Service

Type	Units	Gross Per Unit Assessment	Net Per Unit Assessment	Total Gross Assessments	Total Net Assessments
Townhome	0	\$0.00	\$0.00	\$0	\$0
Single Family - 40'	0	\$0.00	\$0.00	\$0	\$0
Single Family - 50'	0	\$0.00	\$0.00	\$0	\$0
Single Family - 60'	0	\$0.00	\$0.00	\$0	\$0
Total	0			\$0	\$0

Dowden West
Community Development District
Series 2024 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/24	\$ 3,310,000.00	\$ -	\$ 103,749.44	\$ 103,749.44
05/01/25	\$ 3,310,000.00	\$ 50,000.00	\$ 86,310.00	\$ -
11/01/25	\$ 3,260,000.00	\$ -	\$ 86,310.00	\$ 222,620.00
05/01/26	\$ 3,260,000.00	\$ 50,000.00	\$ 85,210.00	\$ -
11/01/26	\$ 3,210,000.00	\$ -	\$ 85,210.00	\$ 220,420.00
05/01/27	\$ 3,210,000.00	\$ 55,000.00	\$ 84,055.00	\$ -
11/01/27	\$ 3,155,000.00	\$ -	\$ 84,055.00	\$ 223,110.00
05/01/28	\$ 3,155,000.00	\$ 55,000.00	\$ 82,845.00	\$ -
11/01/28	\$ 3,100,000.00	\$ -	\$ 82,845.00	\$ 220,690.00
05/01/29	\$ 3,100,000.00	\$ 60,000.00	\$ 81,580.00	\$ -
11/01/29	\$ 3,040,000.00	\$ -	\$ 81,580.00	\$ 223,160.00
05/01/30	\$ 3,040,000.00	\$ 60,000.00	\$ 80,260.00	\$ -
11/01/30	\$ 2,980,000.00	\$ -	\$ 80,260.00	\$ 220,520.00
05/01/31	\$ 2,980,000.00	\$ 65,000.00	\$ 78,885.00	\$ -
11/01/31	\$ 2,915,000.00	\$ -	\$ 78,885.00	\$ 222,770.00
05/01/32	\$ 2,915,000.00	\$ 70,000.00	\$ 77,400.00	\$ -
11/01/32	\$ 2,845,000.00	\$ -	\$ 77,400.00	\$ 224,800.00
05/01/33	\$ 2,845,000.00	\$ 70,000.00	\$ 75,860.00	\$ -
11/01/33	\$ 2,775,000.00	\$ -	\$ 75,860.00	\$ 221,720.00
05/01/34	\$ 2,775,000.00	\$ 75,000.00	\$ 74,265.00	\$ -
11/01/34	\$ 2,700,000.00	\$ -	\$ 74,265.00	\$ 223,530.00
05/01/35	\$ 2,700,000.00	\$ 80,000.00	\$ 72,390.00	\$ -
11/01/35	\$ 2,620,000.00	\$ -	\$ 72,390.00	\$ 224,780.00
05/01/36	\$ 2,620,000.00	\$ 80,000.00	\$ 70,290.00	\$ -
11/01/36	\$ 2,540,000.00	\$ -	\$ 70,290.00	\$ 220,580.00
05/01/37	\$ 2,540,000.00	\$ 85,000.00	\$ 68,124.50	\$ -
11/01/37	\$ 2,455,000.00	\$ -	\$ 68,124.50	\$ 221,249.00
05/01/38	\$ 2,455,000.00	\$ 90,000.00	\$ 65,827.50	\$ -
11/01/38	\$ 2,365,000.00	\$ -	\$ 65,827.50	\$ 221,655.00
05/01/39	\$ 2,365,000.00	\$ 95,000.00	\$ 63,399.50	\$ -
11/01/39	\$ 2,270,000.00	\$ -	\$ 63,399.50	\$ 221,799.00
05/01/40	\$ 2,270,000.00	\$ 100,000.00	\$ 60,840.00	\$ -
11/01/40	\$ 2,170,000.00	\$ -	\$ 60,840.00	\$ 221,680.00
05/01/41	\$ 2,170,000.00	\$ 105,000.00	\$ 58,149.50	\$ -
11/01/41	\$ 2,065,000.00	\$ -	\$ 58,149.50	\$ 221,299.00
05/01/42	\$ 2,065,000.00	\$ 110,000.00	\$ 55,327.50	\$ -
11/01/42	\$ 1,955,000.00	\$ -	\$ 55,327.50	\$ 220,655.00
05/01/43	\$ 1,955,000.00	\$ 120,000.00	\$ 52,309.00	\$ -
11/01/43	\$ 1,835,000.00	\$ -	\$ 52,309.00	\$ 224,618.00
05/01/44	\$ 1,835,000.00	\$ 125,000.00	\$ 49,093.00	\$ -
11/01/44	\$ 1,710,000.00	\$ -	\$ 49,093.00	\$ 223,186.00
05/01/45	\$ 1,710,000.00	\$ 130,000.00	\$ 45,649.00	\$ -
11/01/45	\$ 1,580,000.00	\$ -	\$ 45,649.00	\$ 221,298.00
05/01/46	\$ 1,580,000.00	\$ 140,000.00	\$ 41,902.50	\$ -
11/01/46	\$ 1,440,000.00	\$ -	\$ 41,902.50	\$ 223,805.00
05/01/47	\$ 1,440,000.00	\$ 145,000.00	\$ 37,948.00	\$ -
11/01/47	\$ 1,295,000.00	\$ -	\$ 37,948.00	\$ 220,896.00
05/01/48	\$ 1,295,000.00	\$ 155,000.00	\$ 33,785.50	\$ -
11/01/48	\$ 1,140,000.00	\$ -	\$ 33,785.50	\$ 222,571.00
05/01/49	\$ 1,140,000.00	\$ 165,000.00	\$ 29,345.50	\$ -
11/01/49	\$ 975,000.00	\$ -	\$ 29,345.50	\$ 223,691.00
05/01/50	\$ 975,000.00	\$ 175,000.00	\$ 24,628.00	\$ -
11/01/50	\$ 800,000.00	\$ -	\$ 24,628.00	\$ 224,256.00
05/01/51	\$ 800,000.00	\$ 185,000.00	\$ 19,633.00	\$ -
11/01/51	\$ 615,000.00	\$ -	\$ 19,633.00	\$ 224,266.00
05/01/52	\$ 615,000.00	\$ 195,000.00	\$ 14,360.50	\$ -
11/01/52	\$ 420,000.00	\$ -	\$ 14,360.50	\$ 223,721.00
05/01/53	\$ 420,000.00	\$ 205,000.00	\$ 8,810.50	\$ -
11/01/53	\$ 215,000.00	\$ -	\$ 8,810.50	\$ 222,621.00
05/01/54	\$ 215,000.00	\$ 215,000.00	\$ 5,966.00	\$ -
	\$ 3,310,000.00	\$ 3,466,681.44	\$ 6,555,715.44	

SECTION B

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS AND CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Dowden West Community Development District (“the District”) is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Orange County, Florida (the “County”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted Improvement Plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (“Board”) hereby determines to undertake various operations and maintenance activities described in the District’s budget for Fiscal Year 2024-2025 (“Operations and Maintenance Budget”), attached hereto as Exhibit “A” and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the District’s budget for Fiscal Year 2024-2025; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, The District has previously levied an assessment for debt service, which the District desires to directly collect, and which is also indicated on Exhibit “A”; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance on both platted lots and un-platted lands as set forth in the budget; and

WHEREAS, the District desires to levy and directly collect on both the platted and un-platted lands special assessments reflecting their portion of the District’s operations and maintenance budget; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Dowden West Community Development District (the “Assessment Roll”) attached to this Resolution as Exhibit “B” and incorporated as a material part of this Resolution by this reference; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein as the Orange County Property Appraiser updates the property roll for Orange County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT. The provision of the services, facilities, and operations as described in Exhibit “A” confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in Exhibits “A” and “B.”

SECTION 2. ASSESSMENT IMPOSITION. A special assessment for operation and maintenance as provided for in Chapter 190, Florida Statutes, is hereby imposed and levied on benefitted lands within the District in accordance with Exhibits “A” and “B.” The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

SECTION 3. COLLECTION. The previously levied debt service assessments and operations and maintenance assessments on both platted lots and on undeveloped and un-platted lands will be collected directly by the District in accordance with Florida law, as set forth in Exhibits “A” and “B.” Assessments directly collected by the District are due according to the following schedule: 50% due no later than November 1, 2024, 25% due no later than February 1, 2025 and 25% due no later than May 1, 2025. In the event that an assessment payment is not made in accordance with the schedule stated above, such assessment and any future scheduled assessment payments due for Fiscal Year 2025 shall be delinquent and shall accrue penalties and interest in the amount of one percent (1%) per month plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District’s discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments.

SECTION 4. ASSESSMENT ROLL. The District’s Assessment Roll, attached to this Resolution as Exhibit “B,” is hereby certified.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep appraised of all updates made to the County property roll by Property Appraiser after the date of this Resolution, and shall amend the District’s Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any

amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

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 upon the passage and adoption of this Resolution by the Board of Supervisors of the Dowden West Community Development District.

PASSED AND ADOPTED this 15th day of August, 2024.

ATTEST:

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

By: _____

Its: _____

PID (RTS)	Type	Units	O&M	Series 2018	Series 2024	Total
312334200509570	Single Family 60'	1	\$1,712.67		\$1,376.88	\$3,089.55
312334200509580	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509590	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509600	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509610	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509620	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509630	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509640	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509650	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509660	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509670	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509680	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509690	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509700	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509710	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509720	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509730	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509740	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509750	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509760	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509770	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509780	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509790	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509800	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509810	Single Family 40'	1	\$1,141.78		\$917.92	\$2,059.70
312334200509820	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509830	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509840	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509850	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509860	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509870	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509880	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509890	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509900	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509910	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509920	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509930	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509940	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509950	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509960	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509970	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509980	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200509990	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200510000	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200510010	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200510020	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200510030	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200510040	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200510050	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200510060	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200510070	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200510080	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
312334200510090	Single Family 50'	1	\$1,427.22		\$1,147.40	\$2,574.62
Total Gross Assessments Onroll		806	\$870,177.39	\$447,600.00	\$176,639.79	\$1,494,417.18
Total Net Assessments Onroll			\$817,966.75	\$420,744.00	\$166,041.40	\$1,404,752.15
Direct Billing						
	<u>Unplatted</u>	Acres				
312335000000001	Phase 10 (N5)	41.15	\$29,571.79	\$0.00	\$11,408.08	\$40,979.88
312334000000006	Phase 8 (N2B)	90.04	\$64,707.45	\$0.00	\$24,962.57	\$89,670.02
312334000000002	Phases 5-7 (N2A, N3A & N3B)	94.27	\$67,754.17	\$0.00	\$26,137.92	\$93,892.09
Total Gross Direct		225.46	\$162,033.41	\$0.00	\$62,508.58	\$224,541.99

PID (RTS)	Type	Units	O&M	Series 2018	Series 2024	Total
Total Net Direct			\$152,311.41	\$0.00	\$58,758.07	\$211,069.47
Total Combined Gross			\$1,032,210.80	\$447,600.00	\$239,148.37	\$1,718,959.17
Total Combined Net			\$970,278.15	\$420,744.00	\$224,799.47	\$1,615,821.62

SECTION VII

RESOLUTION 2024-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT DECLARING VACANCIES IN SEATS #2 AND #5 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Dowden West Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, on Tuesday, November 5, 2024, two (2) members of the Board of Supervisors (“**Board**”) are to be elected by “**Qualified Electors**,” as that term is defined in Section 190.003, *Florida Statutes*; and

WHEREAS, the District has published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period zero (0) Qualified Electors qualified to run for the two (2) seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to Section 190.006(3)(b), *Florida Statutes*, the Board shall declare the seats (Seats #2 and #5) vacant, effective the second Tuesday following the general election; and

WHEREAS, Qualified Elector(s) are to be appointed to the vacant seats within 90 days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring two seats available for election as vacant.

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

1. DECLARATION OF VACANCY. The following seats are hereby declared vacant effective as of November 19, 2024:

Seat #2 (currently held by _____)

Seat #5 (currently held by Thomas Franklin)

2. EXISTING BOARD SUPERVISORS REMAIN. Until such time as the District Board nominates a Qualified Elector to fill the vacancies declared in Section 1 above, the incumbent Board Supervisor of that respective seat shall remain in office.

3. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 15th day of August, 2024.

ATTEST:

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**

Print Name:_____

Chairperson/Vice Chairperson

SECTION VIII

LANDSCAPE MAINTENANCE AGREEMENT

(Dowden West Community Development District and Yellowstone Landscape-Southeast, LLC)

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement"), effective as of the 1st day of October, 2024 (the "Effective Date"), between the **DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT** (the "District"), a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability company (the "Contractor"), whose mailing address is P.O. Box 849, Bunnell, Florida 32110.

W I T N E S S E T H:

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

1. DEFINITIONS.

(a) Agreement. The Agreement consists of: (i) this Landscape Maintenance Agreement; and (ii) the proposal, including pricing sheets and maps, prepared by the Contractor, attached hereto as Exhibit "A" (collectively the "Proposal"). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

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

2. SCOPE OF SERVICES.

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

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Services on the Effective Date and shall perform same in accordance with the terms herein until September 30, 2025, in accordance with the Proposal and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District's payment to the Contractor.

4. DISTRICT MANAGER.

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

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

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

(a) In accordance with the terms of the Proposal, the District agrees to pay the Contractor a total fee of \$320,144.26 in accordance with the Proposal, after the Services are completed and have been inspected and approved by the District's authorized representative.

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

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

6. REPRESENTATIONS. WARRANTIES AND COVENANTS.

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

character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

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

7. EMPLOYEES: INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

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

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

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

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or

requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

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

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

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

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

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

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

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

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

Services - Central Florida, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

- (i) Keep and maintain public records required by District to perform services;
- (ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
- (iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
- (iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

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

11. INSURANCE.

- (a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:
 - (i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;
 - (ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed hereunder;

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

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

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

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

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

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

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

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

15. PROTECTION OF PERSONS AND PROPERTY: MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

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

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

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

16. SUSPENSION OR TERMINATION.

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

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any

provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

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

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

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

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

18. COMPLIANCE WITH THE-VERIFY SYSTEM.

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

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

with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

19. NOTICE.

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

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

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

If to Contractor: Yellowstone Landscape
P.O. Box 849
Bunnell, Florida 32110
Telephone: (386) 437-6211

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

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to

final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Lee County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN ORANGE COUNTY, FLORIDA.**

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE TO
LANDSCAPE MAINTENANCE AGREEMENT**

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

DISTRICT:

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**

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

CONTRACTOR:

**YELLOWSTONE LANDSCAPE-
SOUTHEAST, LLC**, a Florida limited
liability company

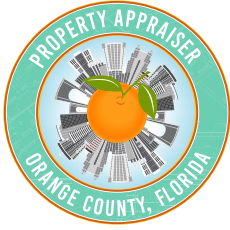
By: _____
Print: _____
Title: _____

EXHIBIT "A"

PROPOSAL

[ATTACHED]

SECTION IX



NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 1st day of October 2024 between AMY MERCADO as Orange County Property Appraiser (Property Appraiser) and, Dowden West CDD (Taxing Authority), and is effective upon acceptance by both parties and through, September 30, 2025.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions precedent to enter into this agreement.
2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
 - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2025 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non- Ad Valorem Assessment Roll.
 - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments.
 - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and apply that amount to each parcel of real property as stipulated by Taxing Authority.
 - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
 - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
 - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.
3. Taxing Authority agrees to perform the following acts in connection with this agreement:

- A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non- ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and any other applicable Florida statute, and carry out its responsibilities under said sections.
 - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar for Implementation of Non-Ad Valorem Assessment Roll.
 - C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
 - D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date and accurate data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.
6. On 1st day of October of each applicable year, the administrative fee will be invoiced to the Taxing Authority equivalent to \$0 per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.
7. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
8. This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.

9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Dowden West CDD

Jason Showe
Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801
jshowe@govmgtsvc.com
(407) 841-5524

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance
Orange County Property Appraiser
200 S. Orange Ave., Suite 1700
Orlando, FL 32801
ccrespo@ocpafl.org
(321) 379-4707

11. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.
12. TERM. This Agreement shall continue until such time as either party terminates the Agreement pursuant to Paragraph 11, above.
13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

ORANGE COUNTY PROPERTY APPRAISER

Signed _____
AMY MERCADO

Date _____

DOWDEN WEST CDD

Name _____

Signed _____

Date _____

CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

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

June 1

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

July 1

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.

- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

July 15

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

August 4

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

August 24

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

September 3 – October 3

- Taxing Authority holds initial and final public budget hearing.

September 15

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

October

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.

SECTION X

SECTION A

SECTION 1



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

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

201 SOUTH ORANGE AVENUE, SUITE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801
WWW.LATHAMLUNA.COM

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

To: CDD Board of Supervisors

From: District Counsel (Jan Albanese Carpenter, Esq., Jay E. Lazarovich, Esq. and Kristen E. Trucco, Esq.)

Re: Recently Enacted Legislation (2024)

Date: May 31, 2024

We are providing you with information about new legislation which affects special districts in the State of Florida. House Bill (“HB”) 7013 was recently signed into law and will go into effect July 1, 2024.

HB 7013 creates a requirement for special districts, including community development districts (“CDDs”), to prepare and publish a report of goals/objectives, performance measurement standards for such goals/objectives and the results of such goals/objectives. Specifically, **by October 1, 2024**, or by the end of the first full fiscal year after the establishment of a special district, 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.” **By December 1 of each year thereafter** (beginning December 1, 2025), an annual report must be prepared and published on the district’s website describing the goals and objectives achieved or failed to be achieved, as well as the performance measures and standards used by the district to make that determination. *District Managers should prepare draft goals/objectives and performance measures and standards for review and adoption by CDD boards at or before the CDD’s September board meeting. Boards may ultimately decide to tailor those goals and objectives, as well as the measurement standards for each goal, to their specific CDD.*

HB 7013 also repealed Section 190.047, *Florida Statutes*, which, among other things, required CDDs to hold a referendum at a general election on the question of whether to incorporate after certain requirements were met by the CDD. Effective July 1, 2024, CDDs will no longer be required to conduct such a referendum.

HB 7013 added a number of other provisions that are applicable to special districts. However, CDDs were specifically excluded from those provisions in the text of the new legislation. More detail on the new provisions that do not apply to CDDs is available upon request. Please feel free to contact the District Manager or our office should you have any questions on this new legislation or any other CDD requirements.

Thank you.

SECTION C

SECTION 1



Memorandum

To: Board of Supervisors

From: District Management

Date: August 15, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Dowden West Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year 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 three board meetings were held during the Fiscal Year.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of meetings in accordance with 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 per Florida statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

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: Field Management and/or District Management Site Inspections

Objective: Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within district management 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.

Measurement: A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

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 final budget was adopted 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 recent 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.

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: _____

Print Name: _____

Dowden West Community Development District

District Manager: _____

Date: _____

Print Name: _____

Dowden West Community Development District

SECTION 2

Dowden West
COMMUNITY DEVELOPMENT DISTRICT

Check Register
Fiscal Year 2024

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
6/1-6/30	General Fund 384-392	\$54,766.18
	Autopay 80003-80004	\$17,660.79
7/1-7/31	General Fund 393-397	\$34,411.45
	Autopay 80005	\$12,766.42
TOTAL		\$119,604.84

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
6/10/24	00018	5/30/24	17745	202405	320	53800	47000		LAKE MAINTENANCE MAY24	*	950.00	950.00	000384
AQUATIC WEED MANAGEMENT, INC.													
6/10/24	00007	4/21/24	367391	202404	310	51300	32200		AUDIT SERVICES 09/30/23	*	3,490.00	3,490.00	000385
BERGER, TOOMBS, ELAM, GAINES&FRANK													
6/10/24	00027	6/07/24	8024623	202406	320	53800	46700		JUN 24 - MOSQUITO CONTROL	*	2,357.25	2,357.25	000386
CLARKE ENVIRONMENTAL MOSQUITO MGMT													
6/10/24	00006	5/30/24	22409439	202404	310	51300	31100		GENERAL ENGINEERING APR24	*	2,445.00	2,445.00	000387
DEWBERRY ENGINEERS, INC.													
6/10/24	00014	6/01/24	OE 70564	202406	320	53800	46000		LANDSCAPE MAINT JUN24	*	25,901.64	25,901.64	000388
YELLOWSTONE LANDSCAPE-SOUTHEAST LLC													
6/20/24	00009	6/20/24	06202024	202406	300	20700	10100		TRANSFER OF TAX RECEIPTS	*	12,920.90	12,920.90	000389
DOWDEN WEST CDD/US BANK													
6/20/24	00001	6/01/24	137	202406	310	51300	34000		MANAGEMENT FEES JUN24	*	3,343.67		
6/01/24		137		202406	310	51300	35200		WEBSITE ADMIN JUN24	*	66.67		
6/01/24		137		202406	310	51300	35100		INFORMATION TECH JUN24	*	100.00		
6/01/24		137		202406	310	51300	31300		DISSEMINATION SVCS JUN24	*	583.33		
6/01/24		137		202406	310	51300	42000		POSTAGE JUN24	*	27.87		
6/01/24		137		202406	310	51300	42500		COPIES JUN24	*	3.60		
6/01/24		138		202406	320	53800	12000		FIELD MANAGEMENT - JUN24	*	1,391.25		
GOVERNMENTAL MANAGEMENT SERVICES-												5,516.39	000390
6/20/24	00002	6/17/24	129392	202405	310	51300	31500		GENERAL COUNSEL MAY24	*	546.00		
6/17/24		129393		202405	310	51300	31500		CONVEYANCES MAY24	*	442.00		
LATHAM, LUNA, EDEN& BEAUDINE, LLP												988.00	000391

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/20/24	00004	5/31/24 94163910	202405 310-51300-48000 NOT QUAL PERIOD CANDIDATE	TRIBUNE PUBLISHING COMPANY, LLC DBA	*	197.00	197.00 000392
TOTAL FOR BANK A						54,766.18	

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/30/24	00026	6/30/24 JUN 24 JUN 24 - ELECTRIC	202406 320-53800-43200	ORANGE COUNTY UTILITY (AUTOPAY)	*	4,841.63	4,841.63 080003
6/30/24	00013	5/31/24 MAY 24 MAY 24 - WATER	202405 320-53800-43100	ORLANDO UTILITIES COMM (AUTOPAY)	*	7,907.22	
		5/31/24 MAY 24 MAY 24 - WATER	202405 320-53800-43000		*	4,911.94	
							12,819.16 080004
TOTAL FOR BANK Z						17,660.79	
TOTAL FOR REGISTER						72,426.97	

DOWD DOWDEN WEST PPOWERS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/24/24	00018	6/28/24	17898	202406	320	53800	47000		LAKE MAINTENANCE JUN24	*	950.00	950.00	000393
AQUATIC WEED MANAGEMENT, INC.												950.00	000393
7/24/24	00006	7/28/24	22412701	202406	310	51300	31100		GENERAL ENGINEERING MAY24	*	1,890.00	1,890.00	000394
DEWBERRY ENGINEERS, INC.												1,890.00	000394
7/24/24	00001	7/01/24	139	202407	310	51300	34000		MANAGEMENT FEES JUL24	*	3,343.67		
		7/01/24	139	202407	310	51300	35200		WEBSITE ADMIN JUL24	*	66.67		
		7/01/24	139	202407	310	51300	35100		INFORMATION TECH JUL24	*	100.00		
		7/01/24	139	202407	310	51300	31300		DISSEMINATION SVCS JUL24	*	583.33		
		7/01/24	139	202407	310	51300	51000		OFFICE SUPPLIES JUL24	*	.06		
		7/01/24	139	202407	310	51300	42000		POSTAGE JUL24	*	2.83		
		7/01/24	140	202407	320	53800	12000		FIELD MANAGEMENT - JUL24	*	1,391.25		
GOVERNMENTAL MANAGEMENT SERVICES-												5,487.81	000395
7/24/24	00002	7/16/24	129866	202406	310	51300	31500		CONVEYANCES JUN24	*	182.00	182.00	000396
LATHAM, LUNA, EDEN& BEAUDINE, LLP												182.00	000396
7/24/24	00014	7/01/24	OE 72394	202407	320	53800	46000		LANDSCAPE MAINT JUL24	*	25,901.64	25,901.64	000397
YELLOWSTONE LANDSCAPE-SOUTHEAST LLC												25,901.64	000397
TOTAL FOR BANK A											34,411.45		

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/24/24	00013	6/30/24 JUN 24	202406 320-53800-43100	JUN 24 - ELECTRIC	*	7,877.39	
		6/30/24 JUN 24	202406 320-53800-43000	JUN 24 - ELECTRIC	*	4,889.03	
ORLANDO UTILITIES COMM (AUTOPAY)							12,766.42 080005
TOTAL FOR BANK Z						12,766.42	
TOTAL FOR REGISTER						47,177.87	

SECTION 3

Dowden West
Community Development District

Unaudited Financial Reporting
July 31, 2024



Table of Contents

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

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

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 510,982	\$ -	\$ -	\$ 510,982
Due from General Fund	-	-	-	-
	-	4,142	-	4,142
Series 2018				
Reserve	-	209,945	-	209,945
Interest	-	-	-	-
Revenue	-	226,624	-	226,624
Principal	-	-	-	-
Construction	-	-	11,037	11,037
Series 2024				
Reserve	-	112,400	-	112,400
Cap Interest	-	105,314	-	105,314
Revenue	-	1,458	-	1,458
Construction	-	-	2,878,152	2,878,152
Cost of Issuance	-	-	-	-
Prepaid Expenses	-	-	-	-
Total Assets	\$ 510,982	\$ 659,882	\$ 2,889,189	\$ 4,060,053
Liabilities:				
Accounts Payable	\$ 3,380	\$ -	\$ -	\$ 3,380
Due to Debt Service	4,142	-	-	4,142
Total Liabilities	\$ 7,522	\$ -	\$ -	\$ 7,522
Fund Balance:				
Restricted for:				
Debt Service	\$ -	\$ 659,882	\$ -	\$ 659,882
Capital Project	-	-	2,889,189	2,889,189
Unassigned	503,461	-	-	503,461
Total Fund Balances	\$ 503,461	\$ 659,882	\$ 2,889,189	\$ 4,052,532
Total Liabilities & Fund Balance	\$ 510,982	\$ 659,882	\$ 2,889,189	\$ 4,060,053

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

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues:				
Assessments - Direct	\$ 645,975	\$ 645,975	\$ 662,693	\$ 16,718
	324,303	324,303	324,303	-
Developer Contributions	300,000	-	-	-
Total Revenues	\$ 1,270,278	\$ 970,278	\$ 986,996	\$ 16,718
Expenditures:				
General & Administrative:				
Supervisor Fees	\$ 2,400	\$ 2,000	\$ 1,000	\$ 1,000
PR-FICA	184	153	77	77
Engineering	15,000	12,500	11,435	1,065
Attorney	25,000	20,833	9,739	11,095
Arbitrage Rebate	900	750	450	300
Dissemination Agent	7,000	5,833	3,792	2,042
Annual Audit	5,000	5,000	3,490	1,510
Trustee Fees	8,100	5,051	5,051	-
Assessment Administration	5,000	5,000	5,000	-
Management Fees	40,124	33,437	33,437	(0)
Information Technology	1,200	1,000	1,000	-
Website Maintenance	800	667	667	(0)
Telephone	300	250	-	250
Postage & Delivery	750	625	137	488
Printing & Binding	750	625	250	375
Insurance General Liability	6,886	6,886	6,197	689
Legal Advertising	5,000	4,167	4,560	(393)
Other Current Charges	2,000	1,667	406	1,261
Office Supplies	500	417	1	415
Property Appraiser	250	208	-	208
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 127,319	\$ 107,243	\$ 86,862	\$ 20,381

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

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
<u>Operations & Maintenance</u>				
Contract Services				
Field Management	\$ 16,695	\$ 13,913	\$ 13,913	\$ -
Landscape Maintenance	694,920	579,100	259,016	320,084
Lake Maintenance	64,000	53,333	9,500	43,833
Mitigation Monitoring	10,000	8,333	-	8,333
Repairs & Maintenance				
General Repairs & Maintenance	2,500	2,083	-	2,083
Operating Supplies	500	417	-	417
Landscape Replacement	10,000	8,333	9,515	(1,182)
Irrigation Repairs	3,000	2,500	4,531	(2,031)
Alleyway Maintenance	5,000	4,167	-	4,167
Signage	3,500	2,917	-	2,917
Utilities				
Electric	4,000	3,333	15,459	(12,125)
Water & Sewer	85,000	70,833	43,144	27,690
Streetlights	203,844	169,870	78,787	91,083
Other				
Contingency	25,000	20,834	16,344	4,490
Property Insurance	15,000	12,500	6,794	5,706
Total Operating & Maintenance	\$ 1,142,959	\$ 952,466	\$ 457,001	\$ 495,465
Total Expenditures	\$ 1,270,278	\$ 1,059,709	\$ 543,863	\$ 515,846
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ (89,431)	\$ 443,133	\$ 532,564
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ (89,431)	\$ 443,133	\$ 532,564
Fund Balance - Beginning	\$ -		\$ 60,327	
Fund Balance - Ending	\$ -		\$ 503,461	

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

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues:				
Interest Income	\$ 420,744	\$ 420,744	\$ 431,633	\$ 10,889
	-	-	17,980	17,980
Total Revenues	\$ 420,744	\$ 420,744	\$ 449,613	\$ 28,869
Expenditures:				
Interest - 11/1	\$ 156,619	\$ 156,619	\$ 156,619	\$ -
Principal - 5/1	105,000	105,000	105,000	-
Interest - 5/1	156,619	156,619	156,619	-
Total Expenditures	\$ 418,238	\$ 418,238	\$ 418,238	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 2,506	\$ 2,507	\$ 31,375	\$ 28,869
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 2,506	\$ 2,507	\$ 31,375	\$ 28,869
Fund Balance - Beginning	\$ 188,757		\$ 409,336	
Fund Balance - Ending	\$ 191,263		\$ 440,711	

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

	Proposed Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues:				
Interest Income	\$ -	\$ -	\$ -	\$ -
			3,022	3,022
Total Revenues	\$ -	\$ -	\$ 3,022	\$ 3,022
Expenditures:				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Principal - 5/1	-	-	-	-
Interest - 5/1	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 3,022	\$ 3,022
Other Financing Sources/(Uses):				
Bond Proceeds	\$ 216,149	\$ 216,149	\$ 216,149	\$ 0
Total Other Financing Sources/(Uses)	\$ 216,149	\$ 216,149	\$ 216,149	\$ 0
Net Change in Fund Balance	\$ 216,149	\$ 216,149	\$ 219,171	\$ 3,022
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 216,149		\$ 219,171	

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

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues				
	\$ -	\$ -	\$ 473	\$ 473
Total Revenues	\$ -	\$ -	\$ 473	\$ 473
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 473	\$ 473
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 473	
Fund Balance - Beginning	\$ -	\$ -	\$ 10,564	
Fund Balance - Ending	\$ -	\$ -	\$ 11,037	

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

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues				
	\$ -	\$ -	\$ 39,727	\$ 39,727
Total Revenues	\$ -	\$ -	\$ 39,727	\$ 39,727
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 14,850	\$ (14,850)
Cost of Issuance	-	-	240,575	(240,575)
Total Expenditures	\$ -	\$ -	\$ 255,425	\$ (255,425)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (215,698)	\$ (215,698)
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 3,093,851	\$ 3,093,851
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 3,093,851	\$ 3,093,851
Net Change in Fund Balance	\$ -	\$ -	\$ 2,878,152	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 2,878,152	

Dowden West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
#REF!	\$ -	\$ 17,082	\$ 206,851	\$ 10,019	\$ 382,280	\$ 20,266	\$ -	\$ 10,951	\$ 8,887	\$ 6,359	\$ -	\$ -	\$ 662,693
Assessments - Direct	162,152	-	-	-	81,076	-	81,076	-	-	-	-	-	324,303
Total Revenues	\$ 162,152	\$ 17,082	\$ 206,851	\$ 10,019	\$ 463,355	\$ 20,266	\$ 81,076	\$ 10,951	\$ 8,887	\$ 6,359	\$ -	\$ -	\$ 986,996
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ 400	\$ -	\$ 400	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ 1,000
PR-FICA	-	-	-	31	-	31	-	15	-	-	-	-	77
Engineering	800	945	-	1,350	-	1,575	2,445	1,890	2,430	-	-	-	11,435
Attorney	1,938	933	543	2,588	-	1,482	494	592	988	182	-	-	9,739
Arbitrage Rebate	-	-	-	450	-	-	-	-	-	-	-	-	450
Dissemination Agent	292	292	292	292	292	292	292	583	583	583	-	-	3,792
Annual Audit	-	-	-	-	-	-	-	3,490	-	-	-	-	3,490
Trustee Fees	1,010	-	-	4,041	-	-	-	-	-	-	-	-	5,051
Assessment Administration	5,000	-	-	-	-	-	-	-	-	-	-	-	5,000
Management Fees	3,344	3,344	3,344	3,344	3,344	3,344	3,344	3,344	3,344	3,344	-	-	33,437
Information Technology	100	100	100	100	100	100	100	100	100	100	-	-	1,000
Website Maintenance	67	67	67	67	67	67	67	67	67	67	-	-	667
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	3	7	17	1	38	6	1	35	28	3	-	-	137
Printing & Binding	-	19	-	-	89	75	32	33	4	-	-	-	250
Insurance General Liability	6,197	-	-	-	-	-	-	-	-	-	-	-	6,197
Legal Advertising	-	-	-	-	-	4,363	-	-	197	-	-	-	4,560
Other Current Charges	38	38	47	38	41	41	40	41	40	41	-	-	406
Office Supplies	0	0	0	0	0	0	0	0	-	0	-	-	1
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 18,963	\$ 5,744	\$ 4,408	\$ 12,700	\$ 3,969	\$ 11,774	\$ 6,814	\$ 10,390	\$ 7,781	\$ 4,319	\$ -	\$ -	\$ 86,862

Dowden West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Contract Services													
Field Management	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ 1,391	\$ -	\$ -	\$ 13,913
Landscape Maintenance	\$ 25,902	\$ 25,902	\$ 25,902	\$ 25,902	\$ 25,902	\$ 25,902	\$ 25,902	\$ 25,902	\$ 25,902	\$ 25,902	\$ -	\$ -	\$ 259,016
Lake Maintenance	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ 950	\$ -	\$ -	\$ 9,500
Mitigation Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance													
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Replacement	\$ -	\$ -	\$ 5,073	\$ -	\$ 2,341	\$ 1,649	\$ -	\$ 451	\$ -	\$ -	\$ -	\$ -	\$ 9,515
Irrigation Repairs	\$ 436	\$ 987	\$ 1,587	\$ -	\$ 864	\$ 657	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,531
Alleyway Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities													
Electric	\$ 126	\$ 109	\$ 99	\$ 111	\$ 100	\$ 101	\$ 107	\$ 4,905	\$ 4,912	\$ 4,889	\$ -	\$ -	\$ 15,459
Water & Sewer	\$ -	\$ 11,206	\$ 5,948	\$ 5,190	\$ 3,964	\$ 4,042	\$ -	\$ 7,953	\$ 4,842	\$ -	\$ -	\$ -	\$ 43,144
Streetlights	\$ 7,838	\$ 7,832	\$ 8,018	\$ 7,876	\$ 7,887	\$ 7,754	\$ 7,907	\$ 7,890	\$ 7,907	\$ 7,877	\$ -	\$ -	\$ 78,787
Other													
Contingency	\$ -	\$ -	\$ -	\$ 2,357	\$ 2,357	\$ 2,357	\$ 2,357	\$ 4,557	\$ 2,357	\$ -	\$ -	\$ -	\$ 16,344
Property Insurance	\$ 6,794	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,794
Total Operations & Maintenance	\$ 43,437	\$ 48,377	\$ 48,967	\$ 43,777	\$ 45,756	\$ 44,804	\$ 38,614	\$ 53,999	\$ 48,261	\$ 41,009	\$ -	\$ -	\$ 457,001
Total Expenditures	\$ 62,400	\$ 54,121	\$ 53,374	\$ 56,477	\$ 49,725	\$ 56,578	\$ 45,428	\$ 64,389	\$ 56,042	\$ 45,329	\$ -	\$ -	\$ 543,863
Excess (Deficiency) of Revenues over Expenditures	\$ 99,751	\$ (37,039)	\$ 153,477	\$ (46,458)	\$ 413,630	\$ (36,312)	\$ 35,648	\$ (53,439)	\$ (47,155)	\$ (38,970)	\$ -	\$ -	\$ 443,133
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 99,751	\$ (37,039)	\$ 153,477	\$ (46,458)	\$ 413,630	\$ (36,312)	\$ 35,648	\$ (53,439)	\$ (47,155)	\$ (38,970)	\$ -	\$ -	\$ 443,133

Dowden West

Community Development District

Long Term Debt Report

Series 2018, Special Assessment Revenue Bonds	
Interest Rate:	4.35%, 4.85%, 5.40%, 5.55%
Maturity Date:	5/1/2049
Reserve Fund Definition	50% of Maximum Annual Debt Service
Reserve Fund Requirement	\$209,945
Reserve Fund Balance	209,945
Bonds Outstanding - 02/02/2018	\$6,170,000
Less: Principal Payment - 05/01/20	(\$90,000)
Less: Principal Payment - 05/01/21	(\$95,000)
Less: Principal Payment - 05/01/22	(\$100,000)
Less: Principal Payment - 05/01/23	(\$100,000)
Less: Principal Payment - 05/01/24	(\$105,000)
Current Bonds Outstanding	\$5,680,000

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

Dowden West
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2024

	Gross Assessments	\$	687,207.60	\$	447,600.00	\$	1,134,807.60
ON ROLL ASSESSMENTS	Net Assessments	\$	645,975.14	\$	420,744.00	\$	1,066,719.14

allocation in %

Date	Gross Amount	Discount/ (Penalty)	Commission	Interest	Net Receipts	O&M Portion	2018 Service	Debt	Total
11/28/23	\$ 9,708.89	\$ 388.35	\$ -	\$ -	\$ 9,320.54	\$ 5,644.26	\$ 3,676.28	\$	\$ 9,320.54
	19,674.11	786.95	-	-	18,887.16	11,437.53	7,449.63		18,887.16
12/05/23	21,845.01	873.78	-	-	20,971.23	12,699.59	8,271.64		20,971.23
12/12/23	81,554.69	3,262.20	-	-	78,292.49	47,411.73	30,880.76		78,292.49
12/19/23	251,703.35	10,067.64	-	680.56	242,316.27	146,739.93	95,576.34		242,316.27
01/12/24	17,233.27	689.32			16,543.95	10,018.55	6,525.40		16,543.95
02/16/24	\$658,101.67	\$26,323.59	\$507.75		631,270.33	\$382,279.58	\$248,990.75		\$631,270.33
03/15/24	27,670.33		1,106.78	6,902.06	33,465.61	20,265.83	13,199.78		33,465.61
05/15/24	18,675.06		591.80		18,083.26	10,950.71	7,132.55		18,083.26
06/14/24	10,922.50		242.73	3,995.53	14,675.30	8,886.95	5,788.35		14,675.30
07/11/24	10,194.33			305.84	10,500.17	6,358.61	4,141.56		10,500.17
TOTAL	\$ 1,127,283.21	\$ 42,391.83	\$ 2,449.06	\$ 11,883.99	\$ 1,094,326.31	\$ 662,693.27	\$ 431,633.04		\$ 1,094,326.31

102.59%	Percent Collected
\$ 7,524.39	Balance Remaining to Collect

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

SECTION 4

**NOTICE OF MEETING DATES
DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2025**

The Board of Supervisors of the *Dowden West Community Development District* will hold their regularly scheduled public meetings for **Fiscal Year 2025** at **9:00 am at the Offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, FL 32801**, on the third Thursday of each month as follows:

**October 17, 2024
November 21, 2024
December 19, 2024
January 16, 2025
February 20, 2025
March 20, 2025
April 17, 2025
May 15, 2025
June 19, 2025
July 17, 2025
August 21, 2025
September 18, 2025**

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

A meeting may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating at that meeting. 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 these meetings 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 M. Showe
Governmental Management Services – Central Florida, LLC
District Manager