

*Dowden West Community
Development District*

Agenda

February 20, 2025

AGENDA

Dowden West

Community Development District

219 E. Livingston Street, Orlando, FL 32801

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

REVISED AGENDA

February 13, 2025

Board of Supervisors
Dowden West Community

Dear Board Members:

The Board of Supervisors of the Dowden West Community Development District will meet **Thursday, February 20, 2025 at 9:00 a.m. at GMS-CF, LLC, 219 E. Livingston Street, Orlando, FL 32801.** Following is the advance agenda for the meeting:

Audit Committee Meeting

1. Roll Call
2. Public Comment Period
3. Review of Proposals and Tally of Audit Committee Members Ranking
 - A. DiBartolomeo, McBee, Hartley & Barnes
 - B. Grau & Associates
4. Adjournment

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Appointment of Individuals to Fulfill Board Vacancies in Seats #2, #3 and #5
 - B. Administration of Oath of Office to Newly Appointed Board Members
 - C. Consideration of Resolution 2025-05 Electing Officers
4. Approval of Minutes of the January 16, 2025 Board of Supervisors Meeting and Audit Committee Meeting
5. Acceptance of the Rankings of the Audit Committee Meeting and Authorizing Staff to Send a Notice of Intent to Award
6. **Consideration of Lighting Service Agreement with OUC for Starwood Phase N-5 - ADDED**
7. **Consideration of Landscape Management Service Pricing from Yellowstone Landscape for Road Segments 4 & 5 and Ditch Areas - ADDED**
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report

- i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
- 9. Supervisor's Requests
 - 10. Other Business
 - 11. Next Meeting Date
 - 12. 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

AUDIT COMMITTEE MEETING

SECTION III

SECTION A

Dowden West Community Development District

Proposer

**DiBartolomeo, McBee, Hartley & Barnes, P.A.
Certified Public Accountants**

**2222 Colonial Road, Suite 200
Fort Pierce, Florida 34950
(772) 461-8833**

**591 SE Port St. Lucie Boulevard
Port Saint Lucie, Florida 34984
(772) 878-1952**

Contact:

**Jim Hartley, CPA
Principal**

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Dowden West
Community Development District
Audit Selection Committee

Dear Committee Members:

We are pleased to have this opportunity to present the qualifications of DiBartolomeo, McBee, Hartley & Barnes, P.A. (DMHB) to serve as Dowden West Community Development District's independent auditors. The audit is a significant engagement demanding various professional resources, governmental knowledge and expertise, and, most importantly, experience serving Florida local governments. DMHB understands the services required and is committed to performing these services within the required time frame. We have the staff available to complete this engagement in a timely fashion. We audit several entities across the State making it feasible to schedule and provide services at the required locations.

Proven Track Record— Our clients know our people and the quality of our work. We have always been responsive, met deadlines, and been willing to go the extra mile with the objective of providing significant value to mitigate the cost of the audit. This proven track record of successfully working together to serve governmental clients will enhance the quality of services we provide.

Experience—DMHB has a history of providing quality professional services to an impressive list of public sector clients in Florida. We currently serve a large number of public sector entities in Florida, including cities, villages, special districts, as well as a large number of community development districts. Our firm has performed in excess of 100 community development district audits. In addition, our senior management team members have between 25 and 35 years experience in serving Florida governments. DMHB is a recognized leader in providing services to governmental and non-profit agencies within the State of Florida. Through our experience in performing audits, we have been able to increase our audit efficiency and therefore reduce cost. We have continually passed this cost saving on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with audit standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up to date on all changes that are occurring within the industry.

Timeliness – In order to meet the Districts needs, we will perform interim internal control testing by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 31st. Follow up review will be completed as necessary.

Communication and Knowledge Sharing— Another driving force behind our service approach is frequent, candid and open communication with management with no surprises. During the course of the audit, we will communicate with management on a regular basis to provide you with a status report on the audit and to discuss any issues that arise, potential management letter comments, or potential audit differences.

In the accompanying proposal, you will find additional information upon which you can evaluate DMHB's qualifications. Our full team is in place and waiting to serve you. Please contact us at 2222 Colonial Road, Suite 200 Fort Pierce, FL 34950. Our phone number is (772) 461-8833. We look forward to further discussion on how our team can work together with you.

Very truly yours,



DiBartolomeo, McBee, Hartley & Barnes, P.A.

PROFESSIONAL QUALIFICATIONS

DiBartolomeo, McBee, Hartley & Barnes, P.A. is a local public accounting firm with offices in the cities of Fort Pierce and Port St. Lucie. The firm was formed in 1982.

➤ *Professional Staff Resources*

Our services will be delivered through personnel in both our Port St. Lucie and Ft. Pierce offices, located at 591 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984 and 2222 Colonial Road, Suite 200, Fort Pierce, Florida 34950, respectively. DMHB has a total of 19 professional staff including 9 with extensive experience serving governmental entities.

Professional Staff Classification	Number of Professionals
Partner	4
Managers	2
Senior	2
Staff	11
	19

DiBartolomeo, McBee, Hartley & Barnes provides a variety of accounting, auditing, tax litigation support, estate planning, and consulting services. Some of the governmental, non-profit accounting, auditing and advisory services currently provided to clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under the OMB A-133 audit criteria
- Issuance of Comfort Letters, consent letters, and parity certificates in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews
- Assisting in compiling historical financial data for first-time and subsequent submissions for the GFOA Certificate of Achievement for Excellence in Financial Reporting

PROFESSIONAL QUALIFICATIONS (CONTINUED)

➤ *Professional Staff Resources (Continued)*

- Audits of franchise fees received from outside franchisees
- Preparation of annual reports to the State Department of Banking and Finance
- Audits of Internal Controls – Governmental Special Project
- Assistance with Implementation of current GASB pronouncements

➤ *Current and Near Future Workload*

In order to better serve and provide timely and informative financial data, we have comprised an experienced audit team. Our present and future workloads will permit the proposed audit team to perform these audits within the time schedule required and meet all deadlines.

➤ *Identification of Audit Team*

The team is composed of people who are experienced, professional, and creative. They fully understand your business and will provide you with reliable opinions. In addition, they will make a point to maintain ongoing dialogue with each other and management about the status of our services.

The auditing firm you select is only as good as the people who serve you. We are extremely proud of the outstanding team we have assembled for your engagement. Our team brings many years of relevant experience coupled with the technical skill, knowledge, authority, dedication, and most of all, the commitment you need to meet your government reporting obligations and the challenges that will result from the changing accounting standards.

A flow chart of the audit team and brief resumes detailing individual team members' experience in each of the relevant areas follow.

Jim Hartley, CPA – Engagement Partner (resume attached)
Will assist in the field as main contact

Jay McBee, CPA – Technical Reviewer (resume attached)

Christine Kenny, CPA – Senior (resume attached)

Jim Hartley

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jim has over 35 years of public accounting experience and would serve as the engagement partner. His experience and training include:

- 35 years of non-profit and governmental experience.
- Specializing in serving entities ranging from Government to Associations and Special District audits.
- Has performed audits and advisory services for a variety of public sector entities.
- Has extensive experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines.
- Experienced in maintaining the GFOA Certificate of Achievement.
- 120 hours of CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities, counties, special districts and community development districts. Jim has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Jim currently provides internal audit and consulting services to governmental entities and non-profit agencies to assist in implementing and maintaining “best practice” accounting policies and procedures. Jim provides auditing services to the Fort Pierce Utilities Authority, St. Lucie County Fire District, City of Port St. Lucie, Tradition CDD #1 – 10, Southern Groves CDD #1-6, Multiple CDD audits, Town of St. Lucie Village, Town of Sewall’s Point, Town of Jupiter Island along with several other entities, including Condo and Homeowner Associations.

Education and Registrations

- Bachelor of Science in Accounting – Sterling College.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Treasurer & Executive Board - St. Lucie County Chamber of Commerce
- Budget Advisory Board - St. Lucie County School District
- Past Treasurer - Exchange Club for Prevention of Child Abuse & Exchange Foundation Board
- Board of Directors – State Division of Juvenile Justice

Jay L. McBee

Partner – DiBartolomeo, McBee, Hartley & Barnes

Experience and Training

Jay has over 45 years of public accounting experience and would serve as the technical reviewer on the audit. His experience and training include:

- 45 years of government experience.
- Specializing in serving local government entities.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, special districts, and school districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- Has extensive experience in performing pension audits.
- Experienced in developing and maintaining the GFOA Certificate of Achievement.
- 120 Hours of relevant government CPE credits over the past 3 years.
- Experience in municipal bond and other governmental-financing options and offerings.

Recent Engagements

Has provided auditing services on local governmental entities including towns, villages, cities, counties, special district and community development districts. Jay has assisted with financial preparation, system implementation, and a variety of government services to a wide range of governmental entities. Jay currently provides auditing services to the City of Port St. Lucie, City of Okeechobee Pension Trust Funds, St. Lucie County Fire District Pension funds, along with several other non-profit and governmental entities.

Education and Registrations

- Bachelor of Science in Accounting and Quantitative Business Management – West Virginia University.
- Certified Public Accountant

Professional Affiliations

- Member of the American Institute of Certified Public Accountants
- Member of the Florida Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

Volunteer Service

- Member of the St. Lucie County Citizens Budget Committee
- Finance committee for the First United Methodist Church
- Treasurer of Boys & Girls Club of St. Lucie County

Christine M. Kenny, CPA

Senior Staff – DiBartolomeo, McBee, Hartley & Barnes

Experience and training

Christine has over 18 years of public accounting experience and would serve as a senior staff for the Constitutional Officers. Her experience and training include:

- 18 years of manager and audit experience.
- Has performed audits and advisory services for a variety of public sector entities including counties, cities, towns and special districts.
- Has experience performing audits of federal grant recipients in accordance with the Single Audit Act and the related Office of Management and Budget (OMB) guidelines, including Circular A-133 and the Rules of the Auditor General.
- 100 hours of relevant government CPE credits over the past 3 years.

Recent Engagements

Has provided audit services on governmental entities including towns, villages, cities and special districts. Christine has assisted with financial statement preparation, system implementation, and a variety of services to a wide range of non-profit and governmental entities. Christine currently provides services to multiple agencies to assist in implementing and maintaining “best practice” accounting policies and procedures.

Engagements include St. Lucie County Fire District, City of Fort Pierce, Town of Sewall’s Point, and Town of St. Lucie Village.

Education and Registrations

- Bachelor of Science in Accounting – Florida State University
- Professional Affiliations
- Active Member of the Florida Institute of Certified Public Accountants
- Active Member of the American Institute of Certified Public Accountants
- Member of the Florida Government Finance Officers Association

PROFESSIONAL QUALIFICATIONS (CONTINUED)

➤ *Governmental Audit Experience*

DiBartolomeo, McBee, Hartley & Barnes, P.A., through its principals and members, has provided continuous in-depth professional accounting, auditing, and consulting services to local government units, nonprofit organizations, and commercial clients. Our professionals have developed considerable expertise in performing governmental audits and single audits and in preparing governmental financial statements in conformance with continually evolving GASB pronouncements, statements, and interpretations. All of the public sector entities we serve annually are required to be in accordance with GASB pronouncements and government auditing standards. We currently perform several Federal and State single audits in compliance with OMB Circular A-133 and under the Florida Single Audit Act. Our professionals are also experienced in assisting their clients with preparing Comprehensive Annual Financial Reports (GFOA).

All work performed by our firm is closely supervised by experienced certified public accountants. Only our most seasoned CPA's perform consulting services. Some of the professional accounting, auditing, and management consulting services currently provided to our local governmental clients include:

- Annual financial and compliance audits including Single Audits of State and Federal financial assistance programs under OMB A-133 audit criteria and the Florida Single Audit Act
- Assisting in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement of Excellence in Financial Reporting
- Audits of franchise fees received from outside franchisees
- Assistance with Implementation of GASB-34
- Internal audit functions
- Fixed assets review and updating cost/depreciation allocations and methods

ADDITIONAL DATA

➤ *Procedures for Ensuring Quality Control & Confidentiality*

Quality control in any CPA firm can never be taken for granted. It requires a continuing commitment to professional excellence. DiBartolomeo, McBee, Hartley & Barnes is formally dedicated to that commitment.

In an effort to continue to maintain the standards of working excellence required by our firm, DiBartolomeo, McBee, Hartley & Barnes, P.A. joined the Quality Review Program of the American Institute of Certified Public Accountants. To be a participating member firm, a firm must obtain an independent compliance review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements. The scope of peer review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence
- Assignment of professional personnel to engagements
- Consultation on technical matters
- Supervision of engagement personnel
- Hiring and employment of personnel
- Professional development
- Advancement
- Acceptance and continuance of clients
- Inspection and review system

➤ *Independence*

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, independent auditors must exercise utmost care in the performance of their duties.

Our firm has provided continuous certified public accounting services in the government sector for 31 years, and we are independent of the Community Development Districts as defined by the following rules, regulations, and standards:

ADDITIONAL DATA (CONTINUED)

➤ *Independence (Continued)*

- Au Section 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants
- ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants
- Chapter 21A-21, Florida Administrative Code
- Section 473.315, Florida Statutes
- Government Auditing Standards, issued by the Comptroller General of the United States

➤ *Computer Auditing Capabilities*

DiBartolomeo, McBee, Hartley & Barnes' strong computer capabilities as demonstrated by our progressive approach to computer auditing and extensive use of microcomputers. Jay McBee is the MIS partner for DMHB. Jay has extensive experience in auditing and evaluating various computer systems and would provide these services in this engagement.

We view the computer operation as an integral part of its accounting systems. We would evaluate the computer control environment to:

- Understand the computer control environment's effect on internal controls
- Conclude on whether aspects of the environment require special audit attention
- Make preliminary determination of comments for inclusion in our management letter

This evaluation includes:

- System hardware and software
- Organization and administration
- Access

Contracts of Similar Nature within References

Client	Years	Annual Audit In Accordance With GAAS	Engagement Partner	Incl. Utility Audit/ Consulting	GFOA Cert.	GASB 34 Implementation & Assistance	Total Hours
St. Lucie County Fire District Karen Russell, Clerk-Treasurer (772)462-2300	1984 - Current	√	Jim Hartley			√	250-300
City of Fort Pierce Johnna Morris, Finance Director (772)-460-2200	2005-current	√	Mark Barnes		√	√	800
Fort Pierce Utilities Authority Nina Hurtubise, Finance Director (772)-466-1600	2005-current	√	Jim Hartley	√	√	√	600
Town of St. Lucie Village Diane Robertson, Town Clerk (772) 595-0663	1999 – current	√	Jim Hartley			√	100
City of Okeechobee Pension Trust Funds Marita Rice, Supervisor of Finance (863)763-9460	1998 – current	√	Jay McBee				60
St. Lucie County Fire District 175 Pension Trust Fund Chris Bushman , Captain (772) 462-2300	1990 – current	√	Jay McBee				60
Tradition Community Development District 1-10 Alan Mishlove, District Finance Manager (407)382-3256	2002 - current	√	Jim Hartley			√	350
Legends Bay Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Union Park Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Deer Island Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Park Creek Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50
Waterleaf Community Development District Patricia Comings-Thibault (321)263-0132	2013-current	√	Jim Hartley				50

TECHNICAL APPROACH

a. *An Express Agreement to Meet or Exceed the Performance Specifications.*

1. The audit will be conducted in compliance with the following requirements:
 - a. Rules of the Auditor General for form and content of governmental audits
 - b. Regulations of the State Department of Banking and Finance
 - c. Audits of State and Local Governmental Units-American Institute of Certified Public Accountants.
2. The audit report shall contain the opinion of the auditor in reference to all financial statements, and an opinion reflecting compliance with applicable legal provisions.
3. We will also provide the required copies of the audit report, the management letter, any related reports on internal control weaknesses and one copy of the adjusting journal entries and financial work papers.
4. The auditor shall, at no additional charge, make all related work papers available to any Federal or State agency upon request in accordance with Federal and State Laws and Regulations.
5. We will work in cooperation with the District, its underwriters and bond council in regard to any bond issues that may occur during the term of the contract.
6. The financial statements shall be prepared in conformity with Governmental Accounting Standards Board Statement Number 34, 63 and 65.

We will commit to issuing the audit for each Fiscal year by June 1st of the following year. In order to ensure this we will perform interim internal control testing as required by January 31st from unaudited preliminary general ledgers provided. The remaining testing will be completed no later than May 1st. We will also review all minutes and subsequent needs related to the review of the minutes by January 30th. Follow up review will be completed as necessary.

b. SPECIFIC AUDIT APPROACH

Our partners are not strangers who show up for an entrance conference and an exit conference. We have developed an audit plan that allows the partners to directly supervise our staff in the field. By assigning two partners to the audit, we will have a partner on-site for a significant portion of the fieldwork. This also gives the District an additional contact individual for questions or problems that may arise during the audit.

The scope of our services will include a financial, as well as, a compliance audit of the District's financial statements. Our audit will be conducted in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Additionally, our audit will be conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which govern the conduct of local government entity audits performed in the State of Florida.

Our audit approach places emphasis on the accounting information system and how the data is recorded, rather than solely on the verification of numbers on a financial statement. This approach enables us to:

- Maximize our understanding of the District's operating environment
- Minimize time required conducting the audit since we start with broad considerations and narrow to specific audit objectives in critical areas

Our audit approach consists of four phases encompassing our audit process:

- Planning Phase
- Detailed Audit Phase
- Closing Phase
- Reporting

Planning Phase

Meetings and Expectations:

Our first step in this phase will be to set up a planning meeting with the financial and operating management of Dowden West Community Development District. Our goal here is to eliminate "surprises." By meeting with responsible officials early on we can discuss significant accounting policies, closing procedures and timetables, planned timing of our audit procedures and expectations of our work. This will also be the starting point for our discussions with management related to *SAS No. 99-Consideration of Fraud in a Financial Statement Audit*. Inquiries will be made regarding managements knowledge of fraud and on management's views regarding the risk of fraud.

Review Operations and Develop Engagement Plan

It is critical that we understand the District's operating environment. To do this we will obtain and review such items as, organizational charts, recent financial statements, budget information, major contracts and lease agreements. We will also gather other information necessary to increase our understanding of the District's operations, organization, and internal control.

Study and Evaluate Internal Control

As part of general planning, we will obtain an understanding and assessment of the District's control environment. This assessment involves a review of management's operating style, written internal control procedures, and the District's accounting system. The assessment is necessary to determine if we can rely on control procedures and thus reduce the extent of substantive testing.

We then test compliance with established control procedures by ascertaining that the significant strengths within the system are functioning as described to us. Generally, transactions are selected and reviewed in sufficient detail to permit us to formulate conclusions regarding compliance with control procedures and the extent of operation compliance with pertinent laws and regulations. This involves gaining an understanding of the District's procedures, laws and regulations, and testing systems for compliance by examining contracts, invoices, bid procedures, and other documents. After testing controls, we then evaluate the results of those tests and decide whether we can rely on controls and thus reduce other audit procedures.

Conduct Preliminary Analytical Review

Also during the planning stage, we undertake analytical procedures that aid us in focusing our energies in the right direction. We call these analytical reviews.

A properly designed analytical review can be a very effective audit procedure in audits of governmental units. Analytical reviews consist of more than just a comparison of current-year actual results to prior-year actual results. Very effective analytical review techniques include trend analysis covering a number of years and comparisons of information not maintained totally within the financial accounting system, such as per capita information, prevailing market interest rates, housing statistics, etc.

Some examples of effective analytical reviews performed together and/or individually include:

- Comparison of current-year actual results with current-year budget for the current and past years with investigation of significant differences and/or trends
- Trend analysis of the percentage of current-year revenues to current-year rates for the current and previous years with investigation of significant changes in the collection percentage
- Trend analysis of the percentage of expenditures by function for the current and previous years with investigation of significant changes in percentages by department
- Monthly analysis of receipts compared to prior years to detect trends that may have audit implications

Conclusions reached enable us to determine the nature, timing and extent of other substantive procedures.

Detailed Audit Phase

Conduct Final Risk Assessment and Prepare Audit Programs

Risk assessment requires evaluating the likelihood of errors occurring that could have a material affect on the financial statements being audited. The conclusions we reach are based on many evaluations of internal control, systems, accounts, and transactions that occur throughout the audit. After evaluating the results of our tests of control and our final risk assessment we can develop detailed audit programs.

Perform Substantive Tests of Account Balances

These tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system. Substantive tests involve such things as examining invoices supporting payments, confirmation of balances with independent parties, analytical review procedures, and physical inspection of assets. All significant accounts will be subjected to substantive procedures. Substantive tests provide direct evidence of the completeness, accuracy, and validity of data.

Perform Single Audit Procedures (if applicable)

During the planning phase of the audit we will request and review schedules of expenditures of federal awards and state financial assistance. These schedules will be the basis for our determination of the specific programs we will test.

In documenting our understanding of the internal control system for the financial statement audit, we will identify control activities that impact major federal and state programs as well. This will allow us to test certain controls for the financial audit and the single audit concurrently. We will then perform additional tests of controls for each federal and state program selected for testing. We will then evaluate the results of the test of controls to determine the nature, timing and extent of substantive testing necessary to determine compliance with major program requirements.

Perform Statutory Compliance Testing

We have developed audit programs for Dowden West Community Development District designed to test Florida Statutes as required by the Auditor General. These programs include test procedures such as general inquiries, confirmation from third parties, and examination of specific documents.

Closing Phase

During the closing phase we perform detail work paper reviews, request legal letters, review subsequent events and proposed audit adjustments. Communication with the client is critical in this phase to ensure that the information necessary to prepare financial statements in conformity with accounting principles generally accepted in the United States has been obtained.

Reporting Phase

Financial Statement Preparation

As a local firm, we spend a considerable amount of time on financial statement preparation and support. With this in mind, we can assist in certain portions of the preparation of financial statements or simply review a draft of financials prepared by your staff. We let you determine our level of involvement.

Management Letters

We want to help you solve problems before they become major.

Our management letters go beyond citing possible deficiencies in the District's internal control structures. They identify opportunities for increasing revenues, decreasing costs, improving management information, protecting assets and improving operational efficiency.

The diversity of experience of our personnel and their independent and objective viewpoints make the comments, observations, and conclusions presented in our management letters a valuable source of information. We have provided positive solution-oriented objective recommendations to our governmental clients regarding investments, accounting accuracy, data processing, revenue bonds, payroll, utility billing, purchasing, budgeting, risk management, and internal auditing.

This review ensures the integrity of the factual data in the management letter but does not influence or impair our independence.

Exit Conferences and Delivery of Reports

We anticipate meeting with appropriate District personnel in February and issuing the final required reports by the May meeting of each year.

PROPOSED AUDIT FEE

DiBartolomeo, McBee, Hartley & Barnes P.A. will perform the annual audit of Dowden West Community Development District as follows:

September 2024	\$ 3,200
September 2025	\$ 3,300
September 2026	\$ 3,450
September 2027	\$ 3,550
September 2028	\$ 3,650

In years of new debt issuance fees may be adjusted as mutually agreed upon.

SECTION B



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

DOWDEN WEST

COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: February 5, 2025
5:00PM

Submitted to:

Dowden West
Community Development District
c/o District Manager
219 East Livingston Street
Orlando, Florida 32801

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
1001 Yamato Road, Suite 301
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

February 5, 2025

Dowden West Community Development District
c/o District Manager
219 East Livingston Street
Orlando, Florida 32801

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2024, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Dowden West Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Government audits are at the core of our practice: **95% of our work is performing audits for local governments and of that 98% are for special districts.** With our significant experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to your operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year-round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year-round, updating, collaborating, and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

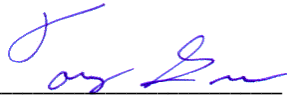
Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



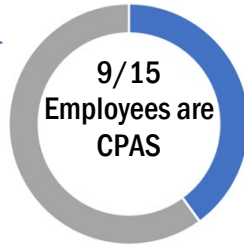
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



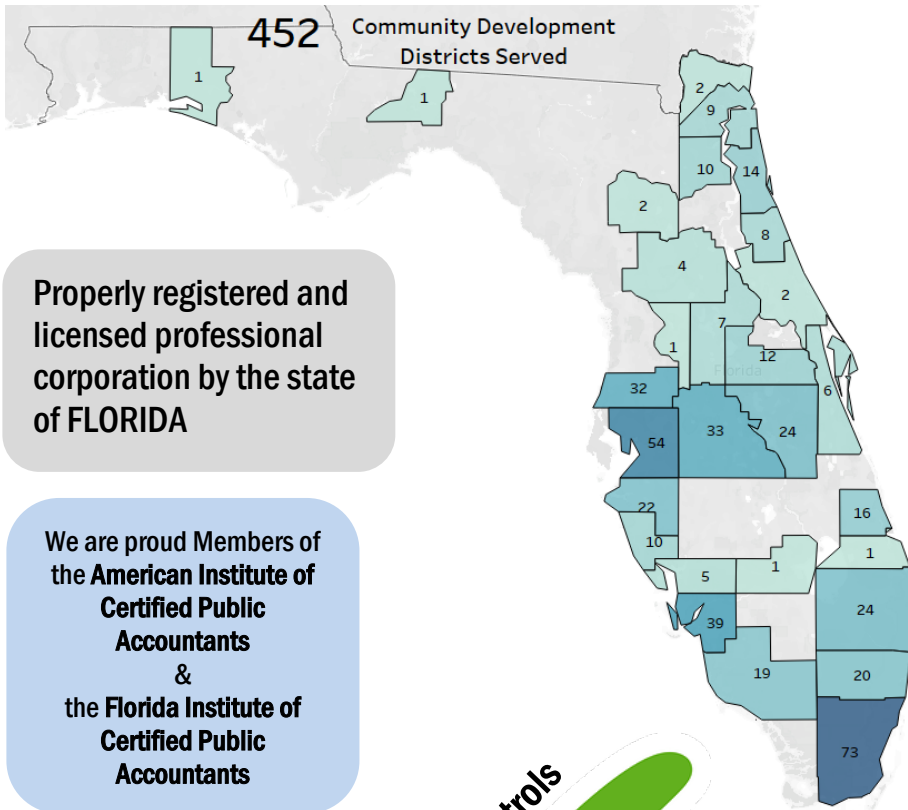
3 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the American Institute of Certified Public Accountants & the Florida Institute of Certified Public Accountants

Quality Controls



- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate



Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

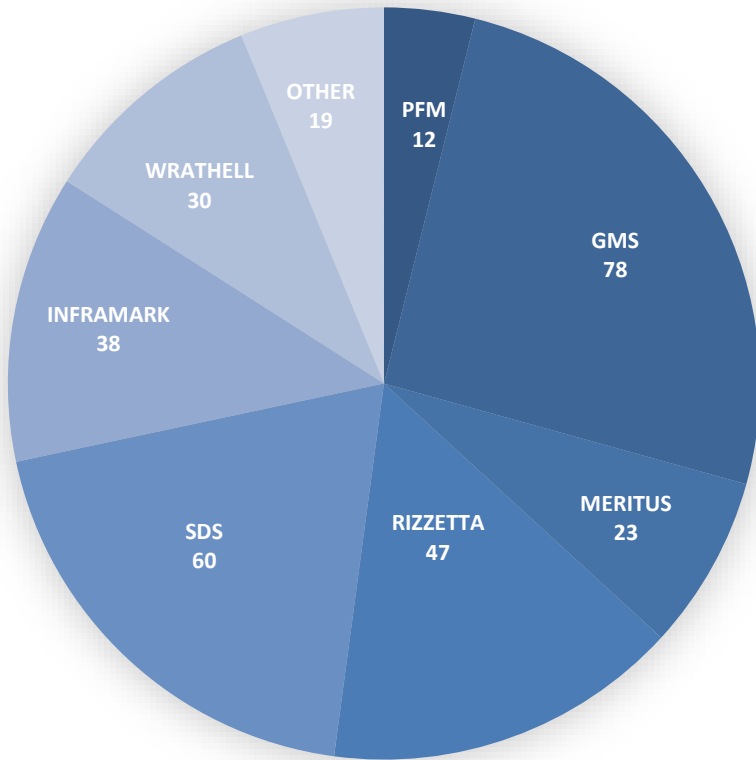
119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | www.ficpa.org

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

*Years Performing Audits: 35+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 56 hours
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

David Caplivski, CPA (Partner)

*Years Performing Audits: 13+
CPE (last 2 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

“Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process.”

- Tony Grau

“Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization.”

- David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team. The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

- | | |
|--|--|
| Bayside Improvement Community Development District | St. Lucie West Services District |
| Dunes Community Development District | Ave Maria Stewardship Community District |
| Fishhawk Community Development District (I,II,IV) | Rivers Edge II Community Development District |
| Grand Bay at Doral Community Development District | Bartram Park Community Development District |
| Heritage Harbor North Community Development District | Bay Laurel Center Community Development District |
| | |
| Boca Raton Airport Authority | |
| Greater Naples Fire Rescue District | |
| Key Largo Wastewater Treatment District | |
| Lake Worth Drainage District | |
| South Indian River Water Control | |

Professional Associations/Memberships

American Institute of Certified Public Accountants Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	<u>56</u>
Total Hours	<u>80</u> (includes of 4 hours of Ethics CPE)



David Caplivski, CPA/CITP, Partner
 Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderhill GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
Member, Florida Institute of Certified Public Accountants
Member, Florida Government Finance Officers Association
Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State of Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:

Is the recommendation cost effective?

Is the recommendation the simplest to effectuate in order to correct a problem?

Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?

Is the corrective action taking into account why the deficiency occurred?

To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2028 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2024	\$5,000
2025	\$5,100
2026	\$5,200
2027	\$5,300
2028	<u>\$5,400</u>
TOTAL (2024-2028)	<u>\$26,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Collier Mosquito Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Farms Water Control District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Lealman Special Fire Control District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Water Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓				9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Improvement District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	491	5	4	484	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Dowden West Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

Dowden West CDD Auditor Selection

	Ability of Personnel (20 pts)	Proposer's Experience (20 pts)	Understading of Scope of Work (20 pts)	Ability to Furnish the Required Services (20 pts)	Price (20 pts)	Total Points Earned	Ranking (1 being highest)
DiBartolomeo, McBee, Hartley & Barnes					2024- \$3,200 2025- \$3,300 2026- \$3,450 2027- \$3,550 2028- \$3,650		
Grau & Associates					2024- \$5,000 2025- \$5,100 2026- \$5,200 2027- \$5,300 2028- \$5,400		

**BOARD OF SUPERVISORS
MEETING**

SECTION III

SECTION C

RESOLUTION 2025-05

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

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

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

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

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

Chairman	_____
Vice Chairman	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Treasurer	_____
Assistant Treasurer	_____
Assistant Treasurer	_____

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

PASSED AND ADOPTED this 20th day of February, 2025.

ATTEST:

**DOWDEN WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

**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, **January 16, 2025** 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
Elizabeth Manchester	Vice Chair
Stephanie Coffin	Assistant Secretary

Also present were:

Jason Showe	District Manager
Kristen Trucco	District Counsel
Rey Malave	District Engineer <i>by telephone</i>
Chace Arrington	District Engineer <i>by telephone</i>
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order, called the roll and stated that they had administered the oath of office to Ms. Manchester prior to the meeting.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

- A. Consideration of Resolution 2025-01 Canvassing and Certifying the Results of the Landowners Election**

On MOTION by Mr. Bell seconded by Ms. Coffin with all in favor Resolution 2025-01 Canvassing and Certifying the Results of the Landowners Election was approved.

B. Acceptance of Resignation of Dane Hamilton in Seat #3

On MOTION by Mr. Bell seconded by Ms. Manchester with all in favor Dane Hamilton’s resignation from seat 3 was accepted.

C. Appointment of Individuals to Fill Board Vacancies in Seats 2, 3, and 5

Mr. Showe: Seats 2 and 5 are general election seats that no one qualified for so Ms. Coffin and Mr. Franklin are continuing in those seats until such time as a qualified elector is appointed. We accepted a resignation from seat 3 and that leaves a vacancy with a term ending 2026, that is a landowner seat. We will leave this on the agenda.

D. Administration of Oath of Office to Newly Appointed Board Members

E. Consideration of Resolution 2025-02 Electing Officers

On MOTION by Mr. Bell seconded by Ms. Coffin with all in favor Resolution 2025-02 was approved reflecting the following: Chuck Bell chairman, Elizabeth Manchester vice chair, George Flint secretary, Tom Franklin, Stephanie Coffin, and Jason Showe assistant secretaries, Jill Burns treasurer, Katie Costa and Darrin Mossing, Sr. assistant treasurer.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the August 15, 2024 Board of Supervisors Meeting and Acceptance of the November 21, 2024 Landowners’ Meeting Minutes

On MOTION by Mr. Bell seconded by Ms. Manchester with all in favor the minutes of the August 15, 2024 meeting were approved as presented and the November 21, 2024 landowners’ meeting minutes were accepted.

FIFTH ORDER OF BUSINESS**Consideration of Resolution 2025-03
Ratifying Utilities Conveyance of Phase 2A**

Ms. Trucco: Resolution 2025-03 ratifying utilities conveyance of Phase 2A from the developer to the CDD then from the CDD to Orange County. Attached to the resolution is the bill of sale that transfers the actual improvements that include potable water, reclaimed water and sanitary sewer system improvements in the East West Collector Road Phase 2A phase from Beachline South Residential LLC. The second bill of sale is from the CDD to Orange County. After that is the owner's affidavit and certificate of the district engineer.

On MOTION by Mr. Bell seconded by Ms. Manchester with all in favor Resolution 2025-03 Ratifying Utilities Conveyance of Phase 2A was approved.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2025-04
Ratifying Utilities Conveyance of Phase N4**

Ms. Trucco: Resolution 2025-04 is identical; it is just a different phase. This is Phase N4 and the same utilities, potable water, reclaimed, sanitary sewer system and the same chain of conveyances from Beachline South Residential LLC to the CDD and then CDD to Orange County.

On MOTION by Mr. Bell seconded by Ms. Coffin with all in favor Resolution 2025-04 Ratifying Utilities Conveyance of Phase N4 was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Proposal for Mulch
Installation from Yellowstone Landscape**

Mr. Scheerer: The City of Orlando and Orange County is now mandating that we have all proper MOT in place to mulch the right of ways on Dowden Road. The mulch has been completed and this is the cost for Yellowstone to hire somebody to actually do a proper MOT so they have all the warning signs, flag men, any additional trucks to warn people that there are vehicles are on the road. We will include these costs in the next budget for landscape services.

On MOTION by Mr. Bell seconded by Ms. Manchester with all in favor the Proposal from Yellowstone for the MOT associated with mulching the roadways in the amount of \$7,750 was approved.

EIGHTH ORDER OF BUSIENSS

Consideration of Proposal for Midge Services from Clarke Environmental Mosquito Management

Mr. Scheerer: It is all the same ponds and there is a map attached to the proposal that outlines all the ponds included in the proposal.

On MOTION by Mr. Bell seconded by Ms. Manchester with all in favor the proposal from Clarke Environmental Mosquito Management for midge services in the amount of \$29,135.50 was approved.

NINTH ORDER OF BUSINESS

Appointment of Audit Committee and Chairman

On MOTION by Mr. Bell seconded by Ms. Manchester with all in favor the board members were appointed to serve as the audit committee and Chuck Bell was appointed chair.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco: Jay is working with Mattamy’s inhouse counsel to convey two other segments of Dowden Road.

B. Engineer

Mr. Malave: We are working on the same thing that Kristen indicated.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Bell seconded by Ms. Coffin with all in favor the check register for remaining 2024 in the amount of \$126,002.42 and fiscal year 2025 invoices in the amount of \$263,433.25 and was approved.

ii. Balance Sheet and Income Statement

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

D. Field Manager

Mr. Scheerer: There are no substantial field issues, everything looks good.

ELEVENTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

THIRTEENTH ORDER OF BUSINESS Next Meeting Date

Mr. Showe: The next meeting is scheduled for February 20, 2025.

FOURTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Bell seconded by Ms. Manchester with all in favor the meeting adjourned at 9:15 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (19.5% of the population).

There are a number of reasons why the number of people aged 65 and over is increasing. One of the main reasons is that people are living longer. The life expectancy at birth in the UK is now 78 years for men and 82 years for women (ONS 2002).

Another reason is that people are having children later in life. This means that there are more people aged 65 and over who have children who are still alive.

There are also a number of reasons why the number of people aged 65 and over is increasing who are not living with their families. One of the main reasons is that people are moving into care homes.

There are a number of reasons why people are moving into care homes. One of the main reasons is that people are unable to live with their families.

There are a number of reasons why people are unable to live with their families. One of the main reasons is that people are unable to care for themselves.

There are a number of reasons why people are unable to care for themselves. One of the main reasons is that people are unable to walk.

There are a number of reasons why people are unable to walk. One of the main reasons is that people are unable to see.

There are a number of reasons why people are unable to see. One of the main reasons is that people are unable to hear.

There are a number of reasons why people are unable to hear. One of the main reasons is that people are unable to speak.

There are a number of reasons why people are unable to speak. One of the main reasons is that people are unable to think.

There are a number of reasons why people are unable to think. One of the main reasons is that people are unable to feel.

There are a number of reasons why people are unable to feel. One of the main reasons is that people are unable to move.

There are a number of reasons why people are unable to move. One of the main reasons is that people are unable to breathe.

There are a number of reasons why people are unable to breathe. One of the main reasons is that people are unable to eat.

There are a number of reasons why people are unable to eat. One of the main reasons is that people are unable to drink.

There are a number of reasons why people are unable to drink. One of the main reasons is that people are unable to sleep.

**MINUTES OF MEETING
DOWDEN WEST
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee meeting of the Board of Supervisors of the Dowden West Community Development District was held on Thursday, **January 16, 2025** at 9:15 a.m. in the offices of GMS-CF, LLC, 219 E. Livingston Street, Orlando, Florida.

Present and constituting a quorum were:

Chuck Bell	Chairman
Stephanie Coffin	Assistant Secretary
Elizabeth Manchester	Assistant Secretary

Also present were:

Jason Showe	District Manager
Kristen Trucco	District Counsel
Alan Scheerer	Field Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the audit committee 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

Audit Services

A. Approval of Request for Proposals and Selection Criteria

On MOTION by Mr. Bell seconded by Ms. Manchester with all in favor the request for proposals and selection criteria to include price was approved.
--

B. Approval of Notice of Request for Proposals for Audit Services

On MOTION by Ms. Manchester seconded by Mr. Bell with all in favor the notice of the request for proposals for audit services was approved.

C. Public Announcement of Opportunity to Provide Audit Services

Mr. Showe announced the opportunity to provide audit services for the district.

FOURTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Coffin seconded by Mr. Bell with all in favor the audit committee meeting adjourned at 9:18 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION VI



SERVICE AGREEMENT FOR LIGHTING SERVICE STARWOOD PHASE N-5

This Agreement is entered into this ____ day of _____ 20____, by and between Orlando Utilities Commission, whose address is 100 West Anderson Street, Orlando, Florida 32801 (“OUC”) and Dowden West Community Development District, whose address is 219 E Livingston St, Orlando, Florida 32801, (“Customer”), for the provision of Lighting Service as more particularly set forth below.

DEFINITIONS

1. “Banners” has the meaning as set forth in Section 6.
2. “Banner Arms” has the meaning as set forth in Section 6
3. “Billing Cycle” shall mean the time between the last statement closing date and the next.
4. “Customer” shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the Customer bill.
5. “Force Majeure Event” means any event beyond OUC’s reasonable control which results in the failure of some performance under this Agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of Customer which prevent OUC from providing Lighting Service.
6. “Initial Term” has the meaning as set forth in Section 5.
7. “Installation Date” shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the Lighting Equipment.
8. “Lighting Equipment” means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
9. “Lighting Equipment Charge” has the meaning set forth in Exhibit 1
10. “Lighting Service” shall collectively mean all such materials, installation, operation, and maintenance of Lighting Equipment, including, if applicable, electric energy.

11. "OUC" shall mean Orlando Utilities Commission, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.
12. "Property" has the meaning as set forth in Section 1
13. "Subsequent Term" has the meaning as set forth in Section 5.
14. "Underground Facilities" has the meaning as set forth in Section 4.

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

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

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

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

SECTION 3: EASEMENTS AND ACCESS

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

SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out lamps) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the Customer to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and Customer or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the Customer, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The Customer shall be responsible for the payment of all costs associated with any such Customer requested relocation of OUC Lighting Equipment.
- 4.5 OUC may, at any time and without the need for Customer's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency. OUC shall also make reasonable efforts to match the aesthetics of the luminaire/lamp being replaced.

- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the Customer agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by Customer, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the Customer for damage. Responsibility to repair or replace damage to any Customer installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 Customer shall be entitled to assign its rights under this Agreement to the Customer's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish Customer's ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).
- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall

OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

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

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

- 5.1 The initial term of this Agreement (the “Initial Term”) shall be for 20 years and thereafter shall automatically renew for additional terms of ten (10) years hence (“Subsequent Term”). The Initial Term shall begin upon the due date of the first monthly invoice (bill) delivered to Customer for any or all installed and energized Lighting Equipment or the Lighting Equipment Charge portion of the Monthly Lighting Service Charge as set forth in section 5.3 herein below, whichever occurs first, and shall terminate at the end of two hundred and forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.
- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the Customer is not ready and able to accept installation of the Lighting Equipment, OUC shall bill Customer monthly for the Lighting Equipment Charge portion of the Monthly Lighting Service Charge, until such time as the Customer is able to commence accepting installation as set forth herein. Customer may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC

at least 100 days prior to the original Installation Date, Customer shall not be responsible for paying the monthly bill for the Lighting Equipment Charge portion of the Monthly Lighting Service Charge. Notwithstanding any of the foregoing, the Customer shall be liable for paying the monthly bill for the Lighting Equipment Charge portion of the Monthly Lighting Service Charge if Customer is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when Customer changes the original Installation Date.

- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to the Monthly Lighting Service Charge, excluding electric energy, as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual adjustment does not exceed three percent (3%).
- 5.5 OUC or the Customer may opt to terminate the Agreement at the end of the Initial or Subsequent Terms by providing to the Customer or OUC at least sixty (60) days advance written notice. In the event that this agreement is terminated before the end of the Initial or Subsequent Terms, Customer shall be liable to OUC for the Lighting Equipment Charge portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Initial or Subsequent Terms and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment.

In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Initial or Subsequent Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to Customer and OUC will be responsible for the cost incurred by OUC to remove the Lighting Equipment.

- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

SECTION 6: MISCELLANEOUS

- 6.1 **Governing Law:** The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 **Severability:** If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 **Notices:** All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested,

with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

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

If to Customer:

Dowden West Community Development District

Attention: _____

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.
- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
 - 1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
 - 2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
 - 3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.

4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

DOWDEN WEST COMMUNITY DEVELOPMENT DISTRICT

Federal ID # 82-2081671

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

By: _____

Name: _____

Address: _____

By: _____

Name: _____

Address: _____

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

STATE OF _____)
COUNTY OF _____)

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

(Notary Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

ORLANDO UTILITIES COMMISSION

By: _____

Name: Clint Bullock
Title: General Manager/CEO

Date: _____

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

WITNESSES:
By: _____
Name: _____
Address: _____

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF ORANGE

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

(Notarial Seal)

Notary Public, State of Florida
Print Name: _____

EXHIBIT 1

A. LIGHTING SERVICE FEES:

Monthly Lighting Service Charge:

Lighting Equipment Charge		\$1,503.99
Maintenance Charge		\$ 344.81
<u>Electric energy</u>		<u>\$ 51.94</u>
Total	***	\$1,900.74

Upfront Payment \$0.00

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

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

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

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

B. ANNUAL LIGHTING SERVICE FEE ADJUSTMENT

The lighting service fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric energy costs, subject to review and approval by the OUC Board and the Florida Public Service Commission. The monthly Lighting Equipment Charge and Maintenance Charge shall not change by more than three percent (3%) annually. Taxes may be adjusted periodically.

EXHIBIT 1 (continued)

C. LIGHTING EQUIPMENT

OUC Installed Lighting Equipment**:

- | | | |
|------|--|-------------|
| (29) | 17' ROUND CONCRETE POLE DB 3" x 3" TENON BLACK | [036-27374] |
| (29) | 70W LED SLIDE, TPYE , 4000K, BLACK FINISH | [036-23185] |

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

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

CUSTOMER Installed Lighting Equipment:

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

D. PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

E. OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

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

F. LEGAL DESCRIPTION OF THE PROPERTY

All private/public roadways and easements within **STARWOOD PHASE N-5**, according to the plat thereof, as recorded in **Plat Book 116, Pages 110-115**, of the Public Records of Orange County, Florida.

G. PROPERTY / PREMISE LOCATION INFORMATION

Premise Name: _____
Premise Address: Generations Avenue
City, State, Zip: Orlando, FL 32832
Premise Number: [TBD]

H. BILLING INFORMATION

Billing Name: _____
Billing Address: _____
City, State, Zip: _____
Billing Contact Name: _____
Billing Contact Phone: _____
Federal Tax ID: 82-2081671

I. ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number: 3388289887
Work Request No: 828288
Comments: _____

Certificate of Completion (Exhibit 2)

Notice of Modification to Original Contract Design

Project W.O. # 828288 OUC Account # 3388289887

Project Name: STARWOOD PHASE N-5

Customer/Account Name Dowden West CDD

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

Investment \$1,503.99 Maintenance \$344.81 Fuel & Energy \$51.94

(29) 17' ROUND CONCRETE POLE DB 3" x 3" TENON BLACK [036-27374]
(29) 70W LED SLIDE, TPYE, 4000K, BLACK FINISH [036-23185]

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

Investment _____ Maintenance _____ Fuel & Energy _____

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

Authorized OUC Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Authorized Customer Representative

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Description	Luminaire Watts	Mounting Height
●	29	Beacon Slide	Single	SLD-36L-80-4K7-3	83	13



O.U.C.
Lighting
6003 Pershing Ave.
Orlando, FL 32822
(407) 737-4234

WORK ORDER # 828288			
JOB NAME: MERIDIAN PARK N5			
LOCATION: LAUNCH POINT RD			
JOB TYPE: LCONTRACT	REVISION	REVISION DATE	
ENGINEER: RIC DY-LIACCO	X	00-00-00	
SCALE: 1" = 80'	X	00-00-00	
DATE: 05-15-23	X	00-00-00	
FIXTURESTYLE: LED POST TOP	PAGE: 1 OF 1		
JURISDICTION: CITY OF ORLANDO	PHOTOMETRIC PLAN		
COVERAGE: CONTRACT			
CONTROLLER: N			

SECTION VII



**Dowden West CDD
Dowden Road Segment 4
Revised 2/13/25
Landscape Management Service Pricing Sheet**

Core Maintenance Services

Common Area Mowing & Detailing \$93,468.00
Includes mowing, edging, string-trimming, clean-up, shrub pruning, weed removal, and trash/dog station monitoring (42) visits

IPM - Fertilization & Pest Control \$8,412.00
Fertilization/Fungicide/Insecticide/herbicide/weed control

Irrigation Inspections \$6,336.00
Includes monthly inspections with reports and minor adjustments

Mulch \$21,324.00
All labor and materials to install (263) cubic yard of mulch and (270) bales pine pinestraw (1) time per year

Palm Pruning \$9,720.00
All labor and materials to prune (69) palms (2) times per year

Grand Total Annual	\$139,260.00
Monthly	\$11,605.00

Dowden West- Segment 4

Orlando, FL

Legend

-  Ditch Area
-  Ditch to fence 12'
-  Service Areas



the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (15.5% of the population).

There are a number of reasons why the number of people aged 65 and over has increased. One of the main reasons is that people are living longer. The life expectancy at birth in the UK is now 77 years for men and 81 years for women (ONS 2002).

Another reason is that people are having children later in life. This means that there are more people in the 65-74 age group than there were in the 1990s.

The increase in the number of people aged 65 and over has led to a number of changes in the way that society is organised. For example, there is now a greater emphasis on providing services for older people.

One of the main areas of concern is the need for care homes. The number of care homes in the UK has increased from 10,000 in 1990 to 15,000 in 2000 (ONS 2002).

There are a number of reasons why the number of care homes has increased. One of the main reasons is that people are living longer. This means that there are more people who need care.

Another reason is that people are having children later in life. This means that there are more people in the 65-74 age group than there were in the 1990s.

The increase in the number of care homes has led to a number of changes in the way that care is provided. For example, there is now a greater emphasis on providing care in the community.

One of the main areas of concern is the need for care workers. The number of care workers in the UK has increased from 100,000 in 1990 to 150,000 in 2000 (ONS 2002).

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Dowden West CDD
Dowden Road Segment 5
Revised 2/13/25
Landscape Management Service Pricing Sheet

Core Maintenance Services

Common Area Mowing & Detailing \$76,440.00
Includes mowing, edging, string-trimming, clean-up, shrub pruning, weed removal, and trash/dog station monitoring (42) visits

IPM - Fertilization & Pest Control \$10,896.00
Fertilization/Fungicide/Insecticide/herbicide/weed control

Irrigation Inspections \$6,336.00
Includes monthly inspections with reports and minor adjustments

Mulch \$23,976.00
All labor and materials to install (314) cubic yard of mulch and (168) bales of pinestraw (1) time per year



Palm Pruning \$22,404.00
All labor and materials to prune (148) palms (2) times per year

Grand Total Annual	\$140,052.00
Monthly	\$11,671.00

Dowden West- Segment 5

Orlando, FL

Legend

-  Ditch Area
-  Service Areas



the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion (United Nations 1998).

There are a number of reasons why the number of children in the world is increasing. One of the main reasons is that the number of children who are surviving to adulthood is increasing. This is due to a number of factors, including improved medical care, better nutrition, and a decrease in child mortality. Another reason is that the number of children who are being born is increasing. This is due to a number of factors, including a decrease in the age at which women are having children, and an increase in the number of children who are being born to women who are already having children.

The increase in the number of children in the world is a cause for concern. This is because children are the most vulnerable members of society, and they are often the most affected by poverty and social inequality.

There are a number of ways in which we can help to reduce the number of children in the world. One of the most important ways is to improve the health and education of women. This will help to reduce the number of children who are born, and it will also help to ensure that the children who are born are healthy and educated.

Another way to help reduce the number of children in the world is to improve the economic situation of the world's poor. This will help to reduce the number of children who are born, and it will also help to ensure that the children who are born are able to live a better life.

There are a number of other ways in which we can help to reduce the number of children in the world. These include providing access to family planning services, and promoting the use of contraceptives.

The number of children in the world is a complex issue, and it is one that requires the attention of the world's leaders. We must work together to find ways to reduce the number of children in the world, and to ensure that the children who are born are able to live a better life.

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**Dowden West CDD
Dowden Road Segment 4
Revised 2/13/25
Landscape Management Service Pricing Sheet**

Mowing of Ditch Area

\$10,800.00

Includes mowing and string-trimming

(42) visits

Grand Total Annual

\$10,800.00

Monthly

\$900.00



**Dowden West CDD
Dowden Road Segment 5
Revised 2/13/25
Landscape Management Service Pricing Sheet**

Mowing of Ditch Area

\$6,480.00

Includes mowing and string-trimming

(42) visits

Grand Total Annual

\$6,480.00

Monthly

\$540.00

SECTION VIII

SECTION C

SECTION 1

Dowden West
COMMUNITY DEVELOPMENT DISTRICT

Check Register
Fiscal Year 2025

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
January 2025	General Fund	
	440 - 445	\$34,245.87
	ACH - Utilities	
	80015	\$4,880.64
	80016	\$12,846.06
	TOTAL	\$51,972.57

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
1/16/25	00010	1/15/25	6180-01- ARBITRAGE - SERIES 2018	202501	310	51300	31200		AMTEC	*	450.00	450.00	000440
1/16/25	00018	12/23/24	18813 JAN 25 - LAKE MAINTENANCE	202412	320	53800	47000		AQUATIC WEED MANAGEMENT, INC.	*	950.00	950.00	000441
1/16/25	00001	1/01/25	152 JAN 25 - MANAGEMENT FEES	202501	310	51300	34000			*	3,541.67		
		1/01/25	152 JAN 25 - WEBSITE ADMIN	202501	310	51300	35200			*	70.00		
		1/01/25	152 JAN 25 - INFORMATION TECH	202501	310	51300	35100			*	105.00		
		1/01/25	152 JAN 25 - DISSEMINATION	202501	310	51300	31300			*	306.25		
		1/01/25	153 JAN 25 - FIELD MANAGEMENT	202501	320	53800	12000		GOVERNMENTAL MANAGEMENT SERVICES-	*	1,460.83	5,483.75	000442
1/16/25	00002	1/14/25	134189 DEC 24 - GENERAL COUNSEL	202412	310	51300	31500		LATHAM, LUNA, EDEN& BEAUDINE, LLP	*	52.00	52.00	000443
1/16/25	00004	12/11/24	10732043 BOS & AC 12/19 NOTICE	202412	310	51300	48000		TRIBUNE PUBLISHING COMPANY, LLC DBA	*	249.43	249.43	000444
1/16/25	00014	12/30/24	826401 IRR. REPAIRS - VALVE BOX	202412	320	53800	47300			*	382.00		
		1/01/25	826409 JAN 25 - LANDSCAPE MAINT.	202501	320	53800	46000		YELLOWSTONE LANDSCAPE-SOUTHEAST LLC	*	26,678.69	27,060.69	000445
TOTAL FOR BANK A											34,245.87		
TOTAL FOR REGISTER											34,245.87		

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
1/31/25	00026	12/20/24 DEC24	202412 320-53800-43200		*	4,880.64	
		DEC 24 - WATER		ORANGE COUNTY UTILITY (AUTOPAY)			4,880.64 080015
1/31/25	00013	1/04/25 DEC24	202412 320-53800-43100		*	7,916.83	
		DEC 24- STREETLIGHTS					
		1/04/25 DEC24	202412 320-53800-43000		*	4,929.23	
		DEC 24- ELECTRICITY		ORLANDO UTILITIES COMM (AUTOPAY)			12,846.06 080016
TOTAL FOR BANK Z						17,726.70	
TOTAL FOR REGISTER						17,726.70	

DOWD DOWDEN WEST SNEEROOA

SECTION 2

Dowden West
Community Development District

Unaudited Financial Reporting
January 31, 2025



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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
January 31, 2025

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Fund</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 373,278	\$ -	\$ -	\$ 373,278
Due from General Fund	-	35,720	-	35,720
 <u>Series 2018</u>				
Reserve	-	209,945	-	209,945
Revenue	-	115,975	-	115,975
Prepayment	-	11,262	-	11,262
 <u>Series 2024</u>				
Reserve	-	113,239	-	113,239
Cap Interest	-	3,028	-	3,028
Revenue	-	43,736	-	43,736
Construction	-	-	2,949,356	2,949,356
Total Assets	\$ 373,278	\$ 532,906	\$ 2,949,356	\$ 3,855,539
 Liabilities:				
Accounts Payable	\$ 24,661	\$ -	\$ -	\$ 24,661
Due to Debt Service	35,720	-	-	35,720
Total Liabilities	\$ 60,381	\$ -	\$ -	\$ 60,381
 Fund Balance:				
Restricted for:				
Debt Service	\$ -	\$ 532,906	\$ -	\$ 532,906
Capital Project	-	-	2,949,356	2,949,356
Unassigned	312,897	-	-	312,897
Total Fund Balances	\$ 312,897	\$ 532,906	\$ 2,949,356	\$ 3,795,158
Total Liabilities & Fund Balance	\$ 373,278	\$ 532,906	\$ 2,949,356	\$ 3,855,539

Dowden West
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<u>Revenues:</u>				
Assessments - Tax Roll	\$ 645,975	\$ 80,004	\$ 80,004	\$ -
Assessments - Direct	324,303	114,234	114,234	-
Developer Contributions	602,194	-	-	-
Total Revenues	\$ 1,572,472	\$ 194,237	\$ 194,237	\$ -
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 2,400	\$ 800	\$ -	\$ 800
PR-FICA	184	61	-	61
Engineering	15,000	5,000	4,514	486
Attorney	25,000	8,333	942	7,391
Arbitrage Rebate	900	450	450	-
Dissemination Agent	3,675	1,225	1,225	-
Annual Audit	5,000	-	-	-
Trustee Fees	5,051	-	-	-
Assessment Administration	5,250	5,250	5,250	-
Management Fees	42,500	14,167	14,167	(0)
Information Technology	1,260	420	420	-
Website Maintenance	840	280	280	-
Telephone	300	100	-	100
Postage & Delivery	750	250	1	249
Printing & Binding	750	250	-	250
Insurance General Liability	6,817	6,817	6,631	186
Legal Advertising	7,500	2,500	1,806	694
Other Current Charges	2,000	667	177	490
Office Supplies	150	50	0	50
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 125,502	\$ 46,795	\$ 36,038	\$ 10,757

Dowden West
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
<u>Operations & Maintenance</u>				
Contract Services				
Field Management	\$ 17,530	\$ 5,843	\$ 5,843	\$ 0
Landscape Maintenance	799,258	266,419	106,715	159,705
Lake Maintenance	47,000	15,667	3,800	11,867
Mitigation Monitoring	10,000	3,333	-	3,333
Repairs & Maintenance				
General Repairs & Maintenance	2,500	833	-	833
Operating Supplies	500	167	-	167
Landscape Replacement	20,000	6,667	12,962	(6,295)
Irrigation Repairs	7,500	2,500	1,455	1,045
Alleyway Maintenance	5,000	1,667	-	1,667
Signage	3,500	1,167	-	1,167
Utilities				
Electric	66,000	22,000	19,713	2,287
Water & Sewer	104,280	34,760	20,954	13,806
Streetlights	331,225	110,408	31,480	78,928
Other				
Contingency	25,000	8,333	9,429	(1,096)
Property Insurance	7,677	2,559	6,997	(4,438)
Total Operating & Maintenance	\$ 1,446,970	\$ 482,323	\$ 219,348	\$ 262,975
Total Expenditures	\$ 1,572,472	\$ 529,118	\$ 255,386	\$ 273,732
Excess (Deficiency) of Revenues over Expendit	\$ 0	\$ (334,881)	\$ (61,149)	\$ 273,732
Net Change in Fund Balance	\$ -	\$ (334,881)	\$ (61,149)	\$ 273,732
Fund Balance - Beginning	\$ -		\$ 374,045	
Fund Balance - Ending	\$ -		\$ 312,897	

Dowden West
Community Development District
Debt Service Fund Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budge Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 420,744	\$ 41,152	\$ 41,152	\$ -
Interest Income	-	-	5,968	5,968
Total Revenues	\$ 420,744	\$ 41,152	\$ 47,120	\$ 5,968
Expenditures:				
Interest - 11/1	\$ 154,073	\$ 154,073	\$ 154,073	\$ -
Principal - 5/1	110,000	-	-	-
Interest - 5/1	154,073	-	-	-
Total Expenditures	\$ 418,145	\$ 154,073	\$ 154,073	\$ -
Excess (Deficiency) of Revenues over Expendi	\$ 2,599	\$ (112,920)	\$ (106,952)	\$ 5,968
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ 11,262	\$ 11,262
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 11,262	\$ 11,262
Net Change in Fund Balance	\$ 2,599	\$ (112,920)	\$ (95,690)	\$ 17,230
Fund Balance - Beginning	\$ 228,256		\$ 447,947	
Fund Balance - Ending	\$ 230,855		\$ 352,257	

Dowden West
Community Development District
Debt Service Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budge Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues:				
Assessments - Tax Roll	\$ 166,725	\$ 16,240	\$ 16,240	\$ -
Assessments - Direct	58,075	44,089	44,089	-
Interest Income	-	-	2,946	2,946
Total Revenues	\$ 224,800	\$ 60,329	\$ 63,275	\$ 2,946
Expenditures:				
Interest - 11/1	\$ 103,749	\$ 103,749	\$ 103,749	\$ -
Principal - 5/1	50,000	-	-	-
Interest - 5/1	86,310	-	-	-
Total Expenditures	\$ 240,059	\$ 103,749	\$ 103,749	\$ -
Excess (Deficiency) of Revenues over Expendi	\$ (15,259)	\$ (43,420)	\$ (40,475)	\$ 2,946
Net Change in Fund Balance	\$ (15,259)	\$ (43,420)	\$ (40,475)	\$ 2,946
Fund Balance - Beginning	\$ 103,749		\$ 221,124	
Fund Balance - Ending	\$ 88,490		\$ 180,649	

Dowden West

Community Development District Capital Projects Fund Series 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending January 31, 2025

	Adopted	Prorated Budget	Actual	
	Budget	Thru 01/31/25	Thru 01/31/25	Variance
<u>Revenues</u>				
Interest Income	\$ -	\$ -	\$ 127	\$ 127
Total Revenues	\$ -	\$ -	\$ 127	\$ 127
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 127	\$ 127
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out)	\$ -	\$ -	\$ (11,262)	\$ (11,262)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (11,262)	\$ (11,262)
Net Change in Fund Balance	\$ -		\$ (11,135)	
Fund Balance - Beginning	\$ -		\$ 11,135	
Fund Balance - Ending	\$ -		\$ -	

Dowden West
Community Development District
Capital Projects Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2025

	Adopted Budget	Prorated Budget Thru 01/31/25	Actual Thru 01/31/25	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 45,584	\$ 45,584
Total Revenues	\$ -	\$ -	\$ 45,584	\$ 45,584
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Cost of Issuance	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 45,584	\$ 45,584
Net Change in Fund Balance	\$ -		\$ 45,584	
Fund Balance - Beginning	\$ -		\$ 2,903,772	
Fund Balance - Ending	\$ -		\$ 2,949,356	

Dowden West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 27,853	\$ 40,754	\$ 11,397	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,004
Assessments - Direct	76,156	-	-	38,078	-	-	-	-	-	-	-	-	114,234
Total Revenues	\$ 76,156	\$ 27,853	\$ 40,754	\$ 49,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 194,237
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	130	1,844	1,440	1,100	-	-	-	-	-	-	-	-	4,514
Attorney	338	52	52	500	-	-	-	-	-	-	-	-	942
Arbitrage Rebate	-	-	-	450	-	-	-	-	-	-	-	-	450
Dissemination Agent	306	306	306	306	-	-	-	-	-	-	-	-	1,225
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	5,250	-	-	-	-	-	-	-	-	-	-	-	5,250
Management Fees	3,542	3,542	3,542	3,542	-	-	-	-	-	-	-	-	14,167
Information Technology	105	105	105	105	-	-	-	-	-	-	-	-	420
Website Maintenance	70	70	70	70	-	-	-	-	-	-	-	-	280
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	1	-	-	-	-	-	-	-	-	-	-	-	1
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance General Liability	6,631	-	-	-	-	-	-	-	-	-	-	-	6,631
Legal Advertising	1,043	-	249	514	-	-	-	-	-	-	-	-	1,806
Other Current Charges	48	41	40	47	-	-	-	-	-	-	-	-	177
Office Supplies	0	-	-	-	-	-	-	-	-	-	-	-	0
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 17,639	\$ 5,960	\$ 5,805	\$ 6,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,038

Dowden West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Contract Services													
Field Management	\$ 1,461	\$ 1,461	\$ 1,461	\$ 1,461	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,843
Landscape Maintenance	26,679	26,679	26,679	26,679	-	-	-	-	-	-	-	-	106,715
Lake Maintenance	950	950	950	950	-	-	-	-	-	-	-	-	3,800
Mitigation Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Repairs & Maintenance													
General Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Landscape Replacement	5,212	7,750	-	-	-	-	-	-	-	-	-	-	12,962
Irrigation Repairs	1,073	-	382	-	-	-	-	-	-	-	-	-	1,455
Alleyway Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Signage	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities													
Electric	4,885	4,899	4,929	5,000	-	-	-	-	-	-	-	-	19,713
Water & Sewer	6,676	4,397	4,881	5,000	-	-	-	-	-	-	-	-	20,954
Streetlights	7,882	7,882	7,917	7,800	-	-	-	-	-	-	-	-	31,480
Other													
Contingency	2,357	2,357	2,357	\$ 2,357	-	-	-	-	-	-	-	-	9,429
Property Insurance	6,997	-	-	-	-	-	-	-	-	-	-	-	6,997
Total Operations & Maintenance	\$ 64,172	\$ 56,374	\$ 49,555	\$ 49,247	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 219,348
Total Expenditures	\$ 81,811	\$ 62,334	\$ 55,360	\$ 55,881	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 255,386
Excess (Deficiency) of Revenues over Expenditures	\$ (5,655)	\$ (34,482)	\$ (14,606)	\$ (6,406)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (61,149)
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (5,655)	\$ (34,482)	\$ (14,606)	\$ (6,406)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (61,149)

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	113,239	
Interest Rate:	\$610,000.00	4.40%
Maturity Date:		5/1/2034
	\$990,000.00	5.25%
		5/1/2044
	\$1,710,000.00	5.55%
		5/1/2054
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 Receipt Schedule
Fiscal Year 2025

ON ROLL ASSESSMENTS

Gross Assessments	\$ 870,177.39	\$ 447,600.00	\$ 176,639.79	\$ 1,494,417.18
Net Assessments	\$ 817,966.75	\$ 420,744.00	\$ 166,041.40	\$ 1,404,752.15

Date	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	58.23%	29.95%	1182%	100.00%
							Series 2018 Debt Service	Series 2024 Debt Service	Total	
11/15/24	\$ 6,554	\$ -	\$ 262	\$ -	\$ 6,291	\$ 3,663	\$ 1,884	\$ 744	\$ 6,291	
11/26/24	43,930	632	1,757	-	41,542	24,189	12,442	4,910	41,542	
12/06/24	34,467	-	1,379	-	33,088	19,267	9,910	3,911	33,088	
12/13/24	5,580	-	223	788	6,145	3,578	1,841	726	6,145	
12/20/24	32,038	-	1,282	-	30,757	17,909	9,212	3,635	30,757	
01/15/25	20,389	-	816	-	19,573	11,397	5,862	2,314	19,573	
TOTAL	\$ 122,569	\$ 632	\$ 4,903	\$ 788	\$ 137,396	\$ 80,004	\$ 41,152	\$ 16,240	\$ 137,396	

10% Net Percent Collected
\$ 1,267,356 Balance Remaining to Collect

Direct Assessment Schedule
Fiscal Year 2025

DIRECT BILL

Gross Assessments	\$ 162,033.41	\$ -	\$ 62,508.58	\$ 224,541.99
Net Assessments	\$ 152,311.41	\$ -	\$ 58,758.07	\$ 211,069.47

Due Date	Net Amount O&M Assessed	Net Amount 2024 Debt Assessed	O&M Collected	2018 Debt Collected	2024 Debt Collected	Transfer to Debt Service
11/01/24	\$ 76,156	\$ 29,393	\$ 76,156	\$ -	\$ 29,393	10/21/24 - #419
02/01/25	38,078	14,696	38,078	-	14,696	
05/01/25	38,078	14,696		-		
TOTAL	\$ 137,064	\$ 58,785	\$ 114,234	\$ -	\$ 44,089	

Balance Due	\$22,830.44	\$0.00	\$14,696.27
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