

# BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT

---



## MEETING AGENDA

OCTOBER 8, 2024

---

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37<sup>th</sup> STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

# BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT

October 1, 2024

Board of Supervisors

Belmont Lakes Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Belmont Lakes Community Development District will be held on **Tuesday, October 8, 2024, at 6:30 P.M.** in the Community Room at **Shenandoah Park, 14452 Shenandoah Parkway, Davie, Florida 33325.**

The following Webex link and telephone number are provided to join/watch the meeting remotely:

<https://districts.webex.com/districts/j.php?MTID=mc66cf38fd1026122cc44596707f0a808>

**Access Code: 2340 695 4245, Event Password: Jpward**

**Phone: 408-418-9388 and enter the access code 2340 695 4245, password: Jpward (579274 from phones) to join the meeting.**

*The Public is provided two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.*

## Agenda

---

1. Call to Order & Roll Call.
2. Notice of Advertisement of Public Hearings.
3. Consideration of Minutes:
  - I. September 3, 2024 – Regular Meeting
4. **PUBLIC HEARINGS.**
  - a. **FISCAL YEAR 2025 BUDGET.**
    - i. Public Comment and Testimony.
    - ii. Board Comment.
    - iii. Consideration of **Resolution 2025-1**, a resolution of the Board, adopting the annual appropriation and Budget for Fiscal Year 2025.

- b. FISCAL YEAR 2025 IMPOSING SPECIAL ASSESSMENTS; ADOPTING AN ASSESSMENT ROLL.**
    - I. Public Comment and Testimony.
    - II. Board Comment.
    - III. Consideration of **Resolution 2025-2**, a resolution of the Board imposing Special Assessments, adopting an Assessment Roll.
- 5. Consideration of the Proposal to provide Audit Services to the District for the Fiscal Years 2024-2028.
- 6. Staff Reports.
  - I. District Manager.
    - a) Supervisor of Elections Qualified Electors Report dated August 27, 2024.
    - b) **Important Board Meeting Dates for Balance of Fiscal Year 2025.**
      - 1) Landowners Election – December 19, 2024 (Seats 3, 4, and 5).
- 7. Supervisor’s Requests.
- 8. Public Comments: - Public comment period is for items NOT listed on the agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes.
- 9. Adjournment

### **Staff Review**

---

The first order of business is the call to order and roll call.

---

The second order of business is Notice of Advertisement of the Public Hearings and Regular Meeting.

---

The third order of business is the consideration of the minutes of the Belmont Lakes CDD Board of Supervisors Regular meeting held on September 3, 2024.

---

The fourth order of business are two Public Hearings, each of which will be conducted in parts. First, the District’s Staff will make a presentation on the purpose of the Public Hearing itself. At the completion of the staff presentation, the Board will be asked by the District’s Staff to open the Public Comment/Testimony portion of the hearing. This is the time that any member of the public will be asked if he/she has any comments, questions, and/or testimony to provide to the Board. All questions will be limited to ONLY this item, and speakers will be asked to state their name of record, and to ask questions

or make comments related to the assessments and/or financing, and then the Board or Staff will respond accordingly.

Generally, the Board will limit a speaker to no more than three (3) minutes, to afford the opportunity for all to be heard during the Public Comment portion of the hearing.

At the conclusion of the Public Comment/Testimony portion, the Board will close the Public Hearing, and no further comments, questions, and/or testimony will be heard by the Board at the close of the hearing.

The next portion of the Public Hearing will be for the Board Comment portion of the hearing, where the Board may fully discuss and make any comments that they determine appropriate or to ask the District's Staff any questions that they may have that either came up during the Public Comment/Testimony portion of the hearing, or that the Board may have related to the relevant resolution to be adopted. The staff will be prepared to address any questions from the Board.

At the conclusion of the Board Comment section of each Public Hearing, the final step in the process is to adopt the relevant resolution being presented.

The first Public Hearing is related to the adoption of the District's Fiscal Year 2025 Budget, and General Fund Special Assessments. The first Public Hearing deals with the adoption of the Fiscal Year 2025 Budget which includes the General Fund operations. At the conclusion of the hearing, will be the consideration of **Resolution 2025-1**, which adopts the Fiscal Year 2025 Budget.

The second Public Hearing is a consequence of the Budget adoption process and sets in place the required documents that are all contained in the Fiscal Year 2025 Budget. **Resolution 2025-2**, does three (3) things: (i) first, it imposes the special assessments for the general fund and the debt service fund; (ii) second, it arranges for the certification of an assessment roll by the Chairman or his designee, which in this case is the District Manager, to the Broward County Tax Collector and permits the District Manager to update the roll as it may be modified as limited by law subsequent to the adoption date of **Resolution 2025-2**.

---

The fifth order of business is the consideration of the ranking of the Auditor proposal that was received in response to the District's request for qualifications. There was one proposal received, from the firm Grau & Associates. The required procedure requires the Board to rank the proposals, (non-price-based proposals) based on each firm's qualifications, and I have enclosed an auditor ranking form for your use. The ranking form itself is NOT required, and you may use any procedure that you would like. Once ranked, we will enter into an agreement with the Number One (1) ranked firm – the form of which is included in the Request for Proposal, subject only to non-substantive changes that may be needed

---

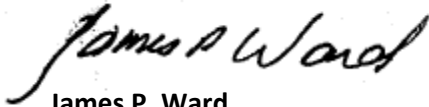
The sixth order of business are staff reports, the District Manager will report on the remainder of the Fiscal Year 2024/2025 meeting schedule.

---

If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly by phoning (954) 658-4900.

Sincerely yours,

**Belmont Lakes Community Development District**



**James P. Ward**  
District Manager

**The Fiscal Year 2025 schedule is as follows:**

|                   |                    |
|-------------------|--------------------|
| October 8, 2024   | November 21, 2024  |
| December 19, 2024 | January 16, 2025   |
| February 20, 2025 | March 20, 2025     |
| April 17, 2025    | May 15, 2025       |
| June 19, 2025     | July 17, 2025      |
| August 21, 2025   | September 18, 2025 |

# BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT

## NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2025 BUDGETS; AND NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF MAINTENANCE AND OPERATION SPECIAL ASSESSMENTS; ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors for the Belmont Lakes Community Development District will hold two public hearings and a regular meeting on **Tuesday, October 8, 2024, at 6:30 P.M.**, in the Community Room at **Shenandoah Park, 14452 Shenandoah Parkway, Davie, Florida 33325**. The meeting is being held for the necessary public purpose of considering such business as more fully identified in the meeting agenda, a copy of which will be posted on the District's website at [www.Belmontlakescdd.org](http://www.Belmontlakescdd.org).

The purpose of the first public hearing is to receive public comment and objections on the Fiscal Year 2025 Proposed Budgets. The first public hearing is being conducted pursuant to Chapter 190, Florida Statutes. The purpose of the second public hearing is to consider the imposition of special assessments to fund the District's proposed operation and maintenance budget for Fiscal Year 2025 upon the lands located within the District, a depiction of which lands is shown below, consider the adoption of an assessment roll, and to provide for the levy, collection, and enforcement of the assessments. The second public hearing is being conducted pursuant to Florida law including Chapters 190 and 197, Florida Statutes. At the conclusion of the public hearings, the Board will, by resolution, adopt the budgets and levy assessments to fund the operation and maintenance budget as finally approved by the Board. A regular board meeting of the District will also be held where the Board may consider any other business that may properly come before it.

A copy of the proposed budgets, preliminary assessment roll, and the agenda for the hearings and meeting may be obtained at the offices of the District Manager, Ph: (954) 658-4900, during normal business hours and on the District's web site at [www.Belmontlakescdd.org](http://www.Belmontlakescdd.org), at least seven (7) days in advance of the meeting.

The proposed Budget is also available immediately on the District's website at [www.Belmontlakescdd.org](http://www.Belmontlakescdd.org).

The special assessments are annually recurring assessments and are in addition to previously levied debt assessments. The table below presents the proposed schedule of operation and maintenance assessments for Fiscal Year 2025. The amounts are preliminary and subject to change at the hearing and in any future year. The amounts are subject to an early payment discount as afforded by law.

### Proposed Schedule of Assessments

| Product Type                            | FY 2025    |
|---|------------|
| Residential - All (Per Unit)            | \$5,420.27 |
| Estimated Net Assessment after Discount | \$5,203.46 |

The tax collector will collect the assessments for certain property using the uniform method, as more specifically identified in the District's Fiscal Year 2025 Proposed Budgets. The District will collect the assessments for certain land not pursuant to the uniform method. For delinquent assessments that were initially directly billed by the District, the District may initiate a foreclosure action or may place the delinquent assessments on the next year's county tax bill.

Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. All affected property owners have the right to appear at the public hearings and the right to file written objections with the District within twenty (20) days of publication of this notice.

The public hearings and regular meeting are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The public hearings and meeting may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

Any person requiring special accommodation at this meeting because of a disability or physical impairment should contact the District Office at (954) 658-4900 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**Belmont Lakes Community Development District**  
**James P. Ward, District Manager**



1  
2  
3  
4  
5  
6  
7  
8  
9

**MINUTES OF MEETING  
BELMONT LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

10 The regular meeting of the Board of Supervisors of the Belmont Lakes Community Development District  
11 was held on Tuesday, September 3, 2024, at 6:30 P.M. in the Community Room at Shenandoah Park,  
12 14452 Shenandoah Parkway, Davie, Florida 33325.  
13  
14

15 **Present:**

|                     |                     |
|---------------------|---------------------|
| 16 Dominic Madeo    | Chairperson         |
| 17 Carlos Benhamu   | Vice Chairperson    |
| 18 Joseph Capuozzo  | Assistant Secretary |
| 19 Thomas Pacchioli | Assistant Secretary |

20 **Absent:**

|                           |                     |
|---------------------------|---------------------|
| 21 Annette Buckley-Correa | Assistant Secretary |
|---------------------------|---------------------|

22 **Also present were:**

|                  |                  |
|------------------|------------------|
| 23 James P. Ward | District Manager |
|------------------|------------------|

24 **Audience:**

25 All residents' names were not included with the minutes. If a resident did not identify  
26 themselves or the audio file did not pick up the name, the name was not recorded in these  
27 minutes.  
28

29 **PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS  
30 WERE TRANSCRIBED IN *ITALICS*.**  
31

32 **FIRST ORDER OF BUSINESS**

**Call to Order**

33  
34 Mr. James Ward called the meeting to order at approximately 6:30 p.m. He conducted roll call; all  
35 Members of the Board were present, with the exception of Supervisor Buckley-Correa, constituting a  
36 quorum.  
37

38 **SECOND ORDER OF BUSINESS**

**Notice of Advertisement**

39 **Notice of Advertisement of Organizational Meeting**  
40  
41  
42  
43

44 **THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2024-5**

45  
46 **Consideration of Resolution 2024-5, a Resolution of the Board of Supervisors retaining JPWard &  
47 Associates, LLC, as the District Manager**  
48

49 The audio for this Item was (indecipherable).

50

51 **On MOTION made by Joseph Capuozzo, seconded by Thomas**  
52 **Pacchioli, and with all in favor, Resolution 2024-5 was adopted, and**  
53 **the Chair was authorized to sign.**

54

55

56 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-6**

57

58 **Consideration of Resolution 2024-6, a Resolution of the Board of Supervisors of Belmont Lakes**  
59 **Community Development District terminating the services of MUNILYTICS, INC. for services provided**  
60 **to Belmont Lakes Community Development District effective immediately and authorizing the transfer**  
61 **of the District’s documents to JPWard & Associates, LLC, to be accomplished by September 5, 2024.;**  
62 **providing for conflict; providing for severability; and providing an effective date**

63

64 The audio for this Item was (indecipherable).

65

66 **On MOTION made by Dominick Madeo, seconded by Thomas**  
67 **Pacchioli, and with all in favor, Resolution 2024-6 was adopted, and**  
68 **the Chair was authorized to sign.**

69

70

71 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-7**

72

73 **Consideration of Resolution 2024-7, a Resolution of the Board of Supervisors designating certain**  
74 **officers of the Belmont Lakes Community Development District**

75

76 The audio for this Item was largely (indecipherable).

77

78 Discussion ensued regarding who would serve in the positions of Chair, Vice Chair and Assistant  
79 Secretary. It was decided Dominick Madeo would serve as Chair, Carlos Benhamu would serve as Vice  
80 Chair, Jim Ward would serve as Secretary and Treasurer, while the remaining Board Members would  
81 serve as Assistant Secretaries.

82

83 **On MOTION made by Joseph Capuozzo, seconded by Carlos Benhamu,**  
84 **and with all in favor, Resolution 2024-7 was adopted, and the Chair**  
85 **was authorized to sign.**

86

87

88 **SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-8**

89

90 **Consideration of Resolution 2024-8, a Resolution of the Board of Supervisors designating the**  
91 **Registered Agent, designating the office of the Registered Agent, and designation of the office of**  
92 **record for the Belmont Lakes Community Development District**

93



94 Mr. Ward stated generally he acted as the Registered Agent and Registered Office. He noted these were  
95 administrative roles primarily used in the case of any litigation; in addition, the State sent notices to the  
96 Registered Agent and as such he would receive these notices from the State.

97  
98 Mr. Capuozzo asked if Mr. Ward would receive the notices from the State regarding financial disclosure  
99 forms and such.

100  
101 *Mr. Ward: With your Ethics Commission, you are all registered, we move that over into our system, so*  
102 *our Staff would actually seal your required filings for you. I know one of you has a problem with the*  
103 *filing and I will talk to you after the meeting about that, but you are all basically caught up at the*  
104 *moment. I will go through at the end of the Agenda one issue with respect to what you need to do to file*  
105 *for next year's Form 1, but as a matter of law with respect to the State, the State does itself send me*  
106 *notices because there is a \$175 dollar filing fee you have to pay every year. We have to keep the State's*  
107 *website up to date for Belmont Lakes, so we make sure that is done for you also, but that's all been*  
108 *corrected at this point, so that's what the Registered Agent and Registered Office do.*

109  
110 *Mr. Capuozzo: What about that Ethics Training?*

111  
112 *Mr. Ward: I have that later on the Agenda to go over with you, but you will be required to complete the*  
113 *Ethics Training.*

114  
115 Discussion continued regarding filing the Form 1 and Ethics Training.

116  
117 **On MOTION made by Dominick Madeo, seconded by Joseph Capuozzo,**  
118 **and with all in favor, Resolution 2024-8 was adopted, and the Chair**  
119 **was authorized to sign.**

120  
121  
122 **SEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-9**

123  
124 **Consideration of Resolution 2024-9, a Resolution of the Board of Supervisors setting forth the policy**  
125 **regarding the support and legal defense of the Board of Supervisors and District officers**

126  
127 Mr. Ward indicated Resolution 2024-9 gave him (Jim Ward) the authority to move forward with any  
128 litigation which may occur within the District. He noted typically it contemplated a District Attorney, but  
129 there was none at this point. He indicated it also gave him the authority to retain an attorney in the  
130 event there was any litigation before any litigation occurred.

131  
132 Mr. Pacchioli asked if the Board could choose the attorney.

133  
134 *Mr. Ward: You retain the attorney as the Board. Let's see how things go and if we need it, we will get*  
135 *one on board. I know a number of them, but if we don't need them, we don't need them.* He asked if  
136 there were any questions; hearing none, he called for a motion.

137  
138 **On MOTION made by Dominick Madeo, seconded by Thomas**  
139 **Pacchioli, and with all in favor, Resolution 2024-9 was adopted, and**  
140 **the Chair was authorized to sign.**

141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186

**EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2024-10**

**Consideration of Resolution 2024-10, a Resolution of the Board of Supervisors adopting an electronic records policy and policy on the use of electronic signatures**

*Mr. Ward: A few years ago, the statute was changed to require the District to adopt a policy on the use of electronic records retention. It was changed when many of the management companies went to an electronic records system which I have for all of my CDDs, but the statute requires you to use the electronic records system and to codify that in a resolution of the Board. This resolution simply indicates that we are going to use the electronic records policy and that we will use the policy that has been codified in the statute. He asked if there were any questions; hearing none, he called for a motion.*

**On MOTION made by Dominick Madeo, seconded by Thomas Pacchioli, and with all in favor, Resolution 2024-10 was adopted, and the Chair was authorized to sign.**

**NINTH ORDER OF BUSINESS** **Consideration of Resolution 2024-11**

**Consideration of Resolution 2024-11, a Resolution of the Board of Supervisors designating a Qualified Public Depository pursuant to Chapter 280 Florida Statutes, authorizing signatories on the account, authorizing the number of the signatories on the qualified depository account**

*Mr. Ward: This Depository only holds your general fund accounts, which is all you have. All of my districts use Truist Banking. It's easy for us because it's all electronic for us. I think your manager told us you have some bank I never heard of before, so I'm recommending you change it to Truist Bank. The signers on the account will be the Chairman, the Vice Chairman and myself. We will do that signature process after tonight's meeting because I can't get those from the bank until we do the resolution. He asked if there were any questions.*

Mr. Carlos Benhamu stated he did not wish to be a signer on the bank account.

Discussion ensued regarding Truist and where it was located.

Mr. Ward indicated the Chairman, Mr. Pacchioli, and himself would be the signatories on the account; Mr. Benhamu was not required to serve as a signatory.

**On MOTION made by Thomas Pacchioli, seconded by Carlos Benhamu, and with all in favor, Resolution 2024-11 was adopted as amended, and the Chair was authorized to sign.**

**TENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-12**

187 **Consideration of Resolution 2024-12, a Resolution of the Board of Supervisors providing for the**  
188 **Public’s opportunity to be heard, designating a public comment period, designating a procedure to**  
189 **identify individual seeking to be heard, addressing public decorum, addressing exceptions**  
190

191 Mr. Ward explained this resolution put a policy in place if there were residents at a board meeting  
192 regarding how the residents could interact with the Board; it set up a public comment period at the end  
193 of the Agenda for any items not on the agenda; the members of the public were limited to three  
194 minutes to speak; and any individual was able to comment on an agenda item, also with a three minute  
195 limitation. He noted this would prevent any long diatribes, as well as potential arguments. He asked if  
196 there were any questions; hearing none, he called for a motion.  
197

198 **On MOTION made by Joseph Capuozzo, seconded by Dominick Madeo,**  
199 **and with all in favor, Resolution 2024-12 was adopted, and the Chair**  
200 **was authorized to sign.**

201  
202

203 **ELEVENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-13**

204  
205 **Consideration of Resolution 2024-13, a Resolution of the Board of Supervisors designating the Regular**  
206 **Meeting dates, time, and location for Fiscal Year 2025. The proposed meeting schedule will be for the**  
207 **third Thursday of each month at 6:30 P.M. in the Community Room at Shenandoah Park, 14452**  
208 **Shenandoah Parkway, Davie Florida 33325**  
209

210 Mr. Ward explained this Resolution designated the regular meeting dates, time, and location for fiscal  
211 year 2025 (October 1, 2024 through September 30, 2025). He noted the meetings were set for the third  
212 Thursday of every month at 6:30 p.m. He explained the Board was not bound to these meeting dates,  
213 time, or location; these could be adjusted as the Board deemed fit. He asked if there were any  
214 questions.  
215

216 Mr. Capuozzo asked how the owners would be notified of meeting dates.  
217

218 Mr. Ward explained the schedule would be posted on the Belmont Lakes CDD website. He noted a week  
219 or two before the board meetings, if a meeting were canceled, this would be posted on the website. He  
220 stated seven days before any board meeting the full agenda would be posted on the website with a link  
221 to the meeting and a pdf of the agenda itself.  
222

223 *Mr. Capuozzo: The community should know we are going to have regular meetings from now on with*  
224 *new management and if they want to go to the meetings, they have to check the website basically to see*  
225 *if there are any cancelations and/or the agenda. Do you think we should send a letter to the community*  
226 *to let them know about that?*  
227

228 *Mr. Ward: I would not suggest that. I would just put it on the website. You have a pretty small*  
229 *community, so word of mouth is probably good enough.*  
230

231 *Mr. Madeo: I must have told 15 people. How many showed up?*  
232

233 Discussion ensued regarding posting information about the change in management, the meetings on the  
234 website and changing meeting dates.

235  
236 *Mr. Ward: So, let's do October 8, 2024.* He called for a motion to adopt the resolution changing October  
237 17<sup>th</sup> to October 8<sup>th</sup>.

238  
239 Discussion ensued regarding what information to post on the website and including Mr. Ward's contact  
240 information on the website.

241

**On MOTION made by Carlos Benhamu, seconded by Joseph Capuozzo, and with all in favor, Resolution 2024-13 was adopted as amended, and the Chair was authorized to sign.**

242

243

244

245

246

247 **TWELFTH ORDER OF BUSINESS** **Consideration of Resolution 2024-14**

248

249 **Consideration of Resolution 2024-14, a Resolution of the Board of Supervisors, designating the date,**  
250 **time, and location for the Landowners Meeting for Thursday, December 19, 2024, at 6:30 P.M., in the**  
251 **Community Room at Shenandoah Park, 14452 Shenandoah Parkway, Davie Florida 33325**

252

253 Mr. Ward indicated Resolution 2024-14 set the Landowner's Meeting for December 19, 2024. He noted  
254 this required 90 days of advertising and publication; therefore, he needed to know immediately whether  
255 the Board Members would be able to attend.

256

257 Discussion ensued regarding who would be able to attend; everyone indicated they would be able to  
258 attend.

259

260 Mr. Ward noted calendar invites would be sent for important meetings. He asked if anyone was unable  
261 to attend a meeting to please respond to the emails.

262

**On MOTION made by Carlos Benhamu, seconded by Joseph Capuozzo, and with all in favor, Resolution 2024-14 was adopted, and the Chair was authorized to sign.**

263

264

265

266

267

268 **THIRTEENTH ORDER OF BUSINESS** **Consideration of Resolution 2024-15**

269

270 **Consideration of Resolution 2024-15, a Resolution of the Board of Supervisors adopting the**  
271 **Alternative Investment Guidelines for Investing Public Funds in excess of amount needed to meet**  
272 **current operating expenses, in accordance with Section 218.415(17), Florida Statutes**

273

274 *Mr. Ward: Statute requires you to adopt an alternative investment guideline for your operating*  
275 *accounts. Statute identifies four different investment securities you can use in your operating accounts.*

276 *They are pretty simple, the local government surplus trust fund which has a lot of government accounts*  
277 *in it. Registered money market funds. They have to have the highest credit quality rating. Interest*

278 *bearing time deposits and direct obligations of the U.S. Treasury. That's all you're obligated to have. If*  
279 *you have bond funds, which I know you had a bond issue at one time, the investment securities in bond*

280 *issues are completely different than this, but there is a statute in place that requires you to have this, so I*  
281 *am recommending you adopt Resolution 2024-15.*

282  
283 *Mr. Benhamu: Does Truist have a money market account that we can invest in?*

284  
285 *Mr. Ward: You cannot do a money market account. You can only do an interest bearing time deposit,*  
286 *but the statute requires certain investment obligations on the bank's side. They are really strict with*  
287 *municipal investments. They are not as interest-bearing as you would see if you went to a money market*  
288 *account. They are going to be less than that for sure.*

289  
290 *Mr. Benhamu: What kind of account can we get that pays interest and is liquid and accessible?*

291  
292 *Mr. Ward: These days there's not much out there.*

293  
294 *Mr. Benhamu: What's the time period for those time deposits?*

295  
296 *Mr. Ward: Generally, under 12 months. You don't have to invest. I don't know what your cash balance*  
297 *is in this District yet.*

298  
299 *Mr. Benhamu: We do have between \$20,000 and \$30,000 dollars in cash and sometimes even more.*

300  
301 *Mr. Ward: That's probably not going to be enough to get one of these investments. You can do a*  
302 *savings account again, but they are limited to – the bank has to have specific securities to cover the*  
303 *entire portfolio of all they depositories with governments.*

304  
305 *Mr. Madeo: That should not be a problem.*

306  
307 *Mr. Ward: It's not a problem. The interest rate is just really tiny.*

308  
309 *Mr. Benhamu: But this resolution says we are going to invest funds.*

310  
311 *Mr. Ward: No. The resolution only sets for the parameters if you do the investment. You don't have to*  
312 *make any investment. I always ask the bank what I can do, but the stuff I get back, the rates are really*  
313 *low.*

314  
315 **On MOTION made by Carlos Benhamu, seconded by Dominick Madeo,**  
316 **and with all in favor, Resolution 2024-15 was adopted, and the Chair**  
317 **was authorized to sign.**

318  
319

320

---

**FISCAL YEAR 2025 BUDGET MATTERS**

---

321

322

323

324

325 **FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2024-16**

326

327 **Consideration of Resolution 2024-16, a Resolution of the Board of Supervisors approving the Fiscal**  
328 **Year 2025 Proposed Budget for and setting a Public Hearing for Thursday, October 8, 2024, at 6:30**  
329 **p.m., Community Room at Shenandoah Park, 14452 Shenandoah Parkway, Davie Florida 33325**  
330

331 Mr. Ward stated Resolution 2024-16 approved the proposed budget and set the budget public hearing  
332 for October 8, 2024. He noted the budget was attached to the Resolution. He stated the budget was  
333 prepared by Belmont Lakes' prior manager. *I have no reference whether this is a good budget or bad*  
334 *budget. I'm too new to this project.*  
335

336 *Mr. Madeo: I have 2021, 2022, and 2023 if you want to have a point of reference.*  
337

338 *Mr. Ward: What's important is, when you look down at the bottom, it tells you the assessment rate. In*  
339 *2024 your assessment rate is \$5,420.27. It's the same as he had prepared for you for 2025. If you want*  
340 *to increase or decrease that number, we need to do it now because I've got to send the assessment rolls*  
341 *to the county this month.*  
342

343 Discussion ensued regarding the assessment rate; whether to increase or decrease the assessment rate;  
344 how inflation affected the budget; wanting to build a pickleball court and plant trees; and the reserve  
345 account.  
346

347 *Mr. Ward: He sent me a balance sheet as of August 26. Your balance was \$130,000 dollars. You had*  
348 *\$70,000 dollars in cash as of October 1 of last year. That's what this is telling us, and \$60,000 dollars is*  
349 *net income which means it's used for the balance of the current year's expenditures. So, you've got*  
350 *\$70,000 dollars.*  
351

352 *Mr. Benhamu: Do we need by law to set money aside for reserve.*  
353

354 *Mr. Ward: Not by law.*  
355

356 Discussion ensued regarding the importance of having a reserve account.  
357

358 *Mr. Benhamu: I think if we spend all the money, we need to spend it on the expenses now and we end up*  
359 *with \$40,000 dollars, I think that's a good cushion.*  
360

361 *Mr. Capuozzo: One hurricane can take us out for more than that.*  
362

363 *Mr. Pacchioli: Or if one member calls the City and we get a \$79,000 dollar bill.*  
364

365 *Mr. Madeo: Did he tell you anything about the town putting a lien on us?*  
366

367 *Mr. Ward: Yes.*  
368

369 *Mr. Pacchioli: We have a lien?*  
370

371 *Mr. Madeo: We were cited.*  
372

373 Discussion ensued regarding the District being cited by the City.  
374

375 *Mr. Madeo: They've never come back to us on it. What they did was tell us "you've got to do this, this,*  
376 *this and this." He supposedly had some kind of proposal and an architectural landscape thing that he*  
377 *was supposed to give them and then put out a bid for it, which took two years, and never happened. He*  
378 *broke it into pieces, but none of the pieces ever happened. He discussed the architectural landscape plan*  
379 *and how it was broken up within the District. He never got any estimates but was telling me he figured*  
380 *somewhere between \$90,000 and \$110,000 dollars. I don't think we need do the thing on Shotgun*  
381 *anymore because all that stuff grew back since that time. I think we should get a couple of landscape*  
382 *companies to give us prices to fill in the holes, to fill in the holes on 14<sup>th</sup> Street, and the big problem is*  
383 *going to be behind Sanjay's house because we had a firebush there that consumed the fence. Do you*  
384 *know where Annette lives? The house west of her. That whole fence is pretty much going to be repaired*  
385 *once we take down that bush, and that has to come down. We need to get a price on removing that*  
386 *area there, repairing that fence, and then covering that area, and then going back to Shotgun Road and*  
387 *see how much that's going to cost us to fill in spots, and then you have in the center on the other side of*  
388 *the fence, we wanted to put two trees right? So, we got to figure out how much the two trees are going*  
389 *to cost, filling in the landscape on Shotgun, and repairing what we have to repair on 14<sup>th</sup> Street. I'm just*  
390 *saying, off the top of my head, I think the fence is going to run us \$15,000 dollars.*

391

392 *Mr. Benhamu: Putting up the fence is not that expensive. It really isn't. The problem is all this landscape*  
393 *we have to fill.*

394

395 *Mr. Madeo: What I'm going to suggest is, because I don't want to open a can of worms and talk to Joe*  
396 *from the County because he'll come in like gangbusters. I just think, because I don't see anything in*  
397 *writing what he told Wallace. We got cited verbally to do these –*

398

399 *Mr. Pacchioli: We've got \$20,000 dollars in fence repair.*

400

401 *Mr. Madeo: I know, that's why I put that there. There's a lot of fencing that's broken, even on Shotgun.*  
402 *That's what we have – that's in the budget, the \$20,000 dollars. We have \$70,000 dollars on top of that.*  
403 *And we do have money in here for the landscaping.*

404

405 *Mr. Ward: There is \$78,000 dollars in the current year and \$80,000 for next year.*

406

407 *Mr. Madeo: So, we have \$90,000 dollars set aside for the fence and the landscaping. I'm saying what I*  
408 *would do, instead of gutting the whole community like this guy wanted us to do, and starting over again,*  
409 *we just fill in where we need to fill in.*

410

411 *Mr. Benhamu: What was the complaint in reference to?*

412

413 *Mr. Madeo: He came up and said that the stuff we had was invasive stuff and he wanted some new stuff*  
414 *put in. But he didn't tell me what the new stuff was. We need to get some landscapers in to give us*  
415 *prices on filling in the holes that are there, because they know better than anybody what is invasive,*  
416 *what is not.*

417

418 *Mr. Benhamu: If we spend the money filling in holes and repairing fences and it's not what they want,*  
419 *there's a risk.*

420

421 Discussion ensued regarding how best to handle the situation with the landscaping and fencing, and  
422 whether filling in the blank spots would be enough to satisfy the county.

423

424 Mr. Madeo indicated the District had a landscaper, Bryant, and he would like to do a walk through with  
425 Bryant and Mr. Ward to see what should be done in the District. He noted if anyone else had a  
426 landscaper recommendation he was willing to contact said landscaper.

427

428 Mr. Benhamu asked what the priorities were for this budget.

429

430 *Mr. Madeo: The landscaping has to get done. You want to put the two trees in the middle. Then we're*  
431 *going to have to look at the pickleball.*

432

433 *Mr. Benhamu: I think the pickleball should be the first priority.*

434

435 *Mr. Madeo: We can't because if that goes back to the town –*

436

437 Discussion ensued regarding prioritizing pickleball; how much the pickleball court would cost; the  
438 itemized costs associated with the pickleball court; much of this discussion was (indecipherable).

439

440 *Mr. Benhamu: If we do the stripping, the patching, removing of the roots, we have a pickleball court or*  
441 *two for people. Something that will work for now, and then later on we can do the resurface. We are*  
442 *actually doing a great thing for the community for not a lot of money.*

443

444 *Mr. Pacchioli: Is it dangerous not to resurface it?*

445

446 Discussion ensued regarding resurfacing the pickleball courts versus removal of roots and patching of  
447 the pickleball courts; the importance of the pickleball courts to the community; the cost of patching the  
448 pickleball courts being approximately \$7,500 dollars; the importance of getting the landscaping  
449 estimates; doing the landscaping in stages versus doing the landscaping all at once.

450

451 Mr. Madeo suggested obtaining the landscaping estimates first, and if there was extra money available  
452 in the landscaping budget it could be used to resurface the pickleball courts as opposed to just patching  
453 the pickleball courts.

454

455 Discussion continued regarding the budget; how much money was available; how much fence and plant  
456 repair might cost; how best to spend funds on landscaping; whether to do the landscaping in phases or  
457 all at once; obtaining estimates for the landscaping to see whether the pickleball courts could be  
458 resurfaced immediately.

459

460 *Mr. Madeo: If the landscapers come in and say, alright, it's going to cost you \$50,000 dollars, we've got*  
461 *that. So, we take out of the \$70,000 dollars we have, whatever we need and use the extra to resurface*  
462 *the pickleball courts. And then we take the money we have from the 2025 budget, because we already*  
463 *accounted for it, put some of it back into the reserve and use the rest for the landscaping when we need*  
464 *to.*

465

466 *Mr. Benhamu: So, you want to do the whole thing? The \$27,000 dollars?*

467

468 *Mr. Madeo: Yeah.*

469

470 *Mr. Benhamu: Okay, let's make a motion.*



471  
472 *Mr. Madeo: Well, we can't until we get the price on the bid for the landscaping.*  
473  
474 *Mr. Benhamu: I think \$50,000 dollars should be more than enough for the landscaping, in my opinion.*  
475  
476 Discussion ensued regarding the cost of the landscaping; using some of the reserves for landscaping or  
477 pickleball and then replacing it next year; and when the assessments were paid.  
478  
479 *Mr. Capuozzo: The only thing being considered right now is whether to accept the budget as it is.*  
480

**On MOTION made by Dominick Madeo, seconded by Thomas Pacchioli, and with all in favor, Resolution 2024-16 was adopted, and the Chair was authorized to sign.**

481  
482  
483  
484  
485 *Mr. Capuozzo: I know there are numerous people in the community who did not pay their assessments*  
486 *on time because one of the things Wallace used to complain about was he had to front us \$10,000 or*  
487 *\$20,000 dollars to get us through October, so somehow, just so you're aware, we don't have all the*  
488 *reserves available because not everybody pays their dues.*  
489  
490 Discussion ensued regarding whether the residents paid their dues in a timely manner.  
491  
492 *Mr. Ward: You need \$45,000 dollars to operate from October 1 through November 15. You have*  
493 *\$70,000 dollars in the bank. Of that amount, you need \$45,000 dollars to operate on.*  
494  
495 Discussion continued regarding how to spend the funds available on landscaping and pickleball.  
496  
497 *Mr. Ward: You have \$50,000 dollars in the current budget for landscaping. You can spend it on anything*  
498 *you want. It doesn't have to be landscaping.*  
499  
500 *Mr. Madeo: Right. What I'm saying is, we just fill in the holes, we fix that fence. If we can get away with*  
501 *the whole thing for \$30,000 dollars, we put the rest into the pickleball. Come January or February,*  
502 *whenever you have the money, most people pay early because they want to get the discount. Then we*  
503 *will just finish whatever landscaping we didn't finish. We could always add trees and bushes and hedges.*  
504 *There's no rush for that.*  
505  
506 *Mr. Ward: Do you have anything else?*  
507  
508 *Mr. Madeo: Yeah, behind the houses on 17<sup>th</sup> Street there's a canal. The lake runs into the canal, and*  
509 *that canal runs across the street, and so on. The canal is mud. The squirrels and birds and iguanas are*  
510 *walking on it.*  
511  
512 *Mr. Pacchioli: It's a canal, and there's growth, and they spray every now and then, the county I'm*  
513 *assuming, they spray, and it just turns it brown, and they don't clean it out. But in the rainy season*  
514 *there's good water in it. it's not just a mudhole. How do we clean it?*  
515

516 *Mr. Ward: If it belongs to the Central Broward Drainage District, we have to ask them to do it. They are*  
517 *pretty difficult. I certainly don't mind making some phone calls. I don't know anybody over there, but*  
518 *(indecipherable).*

519  
520 *Mr. Madeo: What do we do if they can't do it?*

521  
522 *Mr. Ward: We can do it, but if it's theirs we have to get their permission. That might be easier to do, but*  
523 *I don't know what they are going to want. They are probably going to give you a difficult time about*  
524 *that too because they are going to want a certificate of insurance or something else.*

525  
526 *Mr. Madeo: We could go on the news and embarrass them into it.*

527  
528 *Mr. Ward: I wouldn't do that, especially if you have an outstanding landscaping citation. You are the*  
529 *Chairman of the Board. I can get you the Chairman of the Central Broward Drainage District. You can*  
530 *call him and say, "I'm the Chairman of the Belmont Lakes CDD, I need your help. Can you help me?"*  
531 *That's the way you do politics.*

532  
533 *Mr. Pacchioli: I would like to bring up the gate. I'm told that we have cameras there. I'm assuming*  
534 *because when we have big construction going on in the different homes, the trucks are running and*  
535 *knocking the arms down. I can't tell you how many times I've put them up in the last – it's constant.*

536  
537 *Mr. Madeo: According to Wallace, he was fining the people. I don't think that ever happened. He could*  
538 *never show us money that was income from it. I'm not looking to hurt the people in the community. But*  
539 *what we would like to do, because he said he has the ability to monitor those cameras, I think all the*  
540 *Board Members should have this access, and this way if we see somebody that knocks it down, we can*  
541 *approach the person and say "hey, your daughter, your son, your contractor, whoever it was knocked*  
542 *down the thing, this one's on us, but if it happens again, you're going to have to pay for it."*

543  
544 Discussion ensued regarding the cameras being accidentally knocked down; and the cost of \$90 dollars  
545 to have the cameras reinstalled.

546  
547 *Mr. Ward: It shows in the August financials, you collected \$425 dollars in other income. I can't imagine*  
548 *what that could be other than the cameras. So, maybe he is doing something.*

549  
550 *Mr. Pacchioli: I called him, and he gave me a long diatribe about how hard it is to find it, the tape goes*  
551 *slow, he just went on for like ten minutes.*

552  
553 *Mr. Ward: You have the Envera System, right? So, what I will do, I have already asked him for the*  
554 *contact information for Envera. I know they do have an app you can put on your phone, and I'll get that*  
555 *for all of you and set up an account so you can see all of it. It doesn't matter to me.*

556  
557 *Mr. Madeo: There is one other item. It was brought to my attention that people want to change the*  
558 *signage and the monument, the wall, where it says – so, I said I would bring it up at a meeting. They*  
559 *want to take the marble down, redo both walls, put up new stone, and put the signs back up.*

560  
561 Discussion ensued regarding redoing the signage and walls; the cost of the sign alone being \$10,000  
562 dollars; the cost of removing the marble and putting up stone costing \$25,000 dollars; the cost of

563 building a wall; and obtaining an estimate for redoing the monument, walls, signage. The Board did not  
564 wish to move forward with redoing the signage and walls.

565  
566 *Mr. Madeo: Okay. I told the man I would bring it up. If it gets voted down, he's going to go door to*  
567 *door, tell everybody what he plans on doing and he's going to get everybody to vote for it. And see it*  
568 *really doesn't work that way. It's what the Board says. But I think if you got 80 percent of the*  
569 *community to say yes, then the Board would turn around.*

570  
571 *Mr. Pacchioli: We get the quote and all that blows up and we say, okay, here's your assessment, do you*  
572 *still want to do it?*

573  
574 Discussion ensued regarding obtaining quotes for the signage monument.

575  
576 *Mr. Ward: I would say, let this year end, see where we are at year end, get into next year, get your*  
577 *landscaping and pickleball stuff done, and then you deal with that issue if you want to.*

578  
579 *Mr. Benhamu: I'm going to tell him we are looking at quotes.*

580  
581 Discussion ensued regarding the bushes along the canal and asking the landscaper to fill in the empty  
582 spaces.

583  
584

## 585 FIFTEENTH ORDER OF BUSINESS

## 585 Staff Reports

### 586 I. District Manager

#### 587 a) Memo on Changes to Florida Law and Ethic Training

#### 588 b) Important Board Meeting Dates for Balance of Fiscal Year 2024

##### 589 1) Public Hearings – Approval of Budget Fiscal Year 2025, October 17, 2024

##### 590 2) Landowners Election – December 19, 2024 (Seats 3,4, and 5)

591  
592  
593  
594 Mr. Ward explained the Board was required to complete the Ethics Training by December 31,  
595 2024, and when the Board filed its Form 1 next year there was a checkbox asking whether the  
596 Ethics Training was completed. He indicated the Ethics Training consisted of four hours of  
597 training in three online courses: public records, public meetings, and ethics. He stated he would  
598 send the Board the links for the free ethics training courses. He discussed the new performance  
599 requirement and measurements effective for reporting period beginning September 30, 2024.  
600 He explained he would take care of the reporting which would be posted on the CDD website in  
601 October. He asked for a motion to adopt the performance measurements policy.

602

603 **On MOTION made by Dominick Madeo, seconded by Carlos Benhamu,**  
604 **and with all in favor, the performance measurement policy was**  
605 **adopted, and the Chair was authorized to sign.**

606  
607 *Mr. Ward: This came out of left field at the last minute in June. It's called a noncoercion*  
608 *certificate. It is buried in Chapter 787, the statute which controls adult entertainment in the*  
609 *entire State of Florida. I don't know how governments got added to this particular statute, but*

610 *basically it says anybody who works for you, including me, has to sign a certificate that we don't*  
611 *use any slave labor, so to speak, in doing our business. I will obviously sign this for you, and all of*  
612 *our vendors will be required to sign it. I have a form of affidavit. It is really simple. I will give it*  
613 *to your vendors to sign hopefully. This is brand new. I've never had a vendor whose been asked*  
614 *to do this yet. You don't have to sign this, but anybody who works for you does.*

615  
616 Discussion ensued regarding the noncoercion certificate.

617  
618

619 **SIXTEENTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

620

621 Mr. Ward asked if there were any Supervisor's requests.

622

623 *Mr. Benhamu: So, have we decided to do the landscaping and the pickleball courts?*

624

625 *Mr. Madeo: We have to get bids.*

626

627 Discussion ensued regarding obtaining landscaping and pickleball courts bids.

628

629 Mr. Ward explained he did not need motions in order to move forward with obtaining bids. He stated if  
630 the Board wished, he would obtain landscaping quotes and pickleball quotes and then the Board could  
631 discuss how to move forward.

632

633 Discussion continued regarding landscaping and pickleball; the Board agreed to obtain landscaping and  
634 pickleball court quotes.

635

636 *Mr. Benhamu: This balance sheet does not show me the cash reserve. We don't have an income*  
637 *statement for this.*

638

639 *Mr. Ward: No, because I don't have them yet.*

640

641 *Mr. Benhamu: I know you mentioned at the beginning that we have \$130,000 dollars in the bank*  
642 *account.*

643

644 *Mr. Ward: You have, as of October 1 of last year, which is the beginning of your fiscal year, you had*  
645 *\$70,000 dollars in cash sitting there. That's what we call fund balance. That's just extra cash at the end*  
646 *of the year. Of that \$70,000 dollars, you need \$45,000 dollars to operate on for October, November and*  
647 *December. So, the only free money you have is the difference between those two numbers. So, \$25,000*  
648 *dollars you have.*

649

650 *Mr. Benhamu: So, you're saying we need \$15,000 dollars per month to operate. because I'm getting*  
651 *\$13,945 from these numbers here. If I take out the \$20,000 dollars for landscaping and then \$30,900*  
652 *out, the regular expenses should be about \$13,900 dollars.*

653

654 *Mr. Ward: I took your total budget and divided it by twelve and – What I did was \$219,000 divided by*  
655 *twelve times 2.2 because we start to get money in CDDs the second week of December. So, I usually*  
656 *multiply it by 2.2. Your number is probably more right than what I told you.*

657

658 *Mr. Benhamu: What is the income per month that we start getting in November.*

659

660 *Mr. Ward: In November you will get nothing because the assessments aren't due until November 30, so*  
661 *at the beginning of December money will trickle into you. Usually by the second week, most of my CDDs I*  
662 *see about 70 percent of it coming in at that point in time.*

663

664 *Mr. Benhamu: But to add the annualized income. Do you have that figured? Regardless of what we get*  
665 *when we get it.*

666

667 *Mr. Ward: \$219,000 dollars.*

668

669 *Mr. Benhamu: \$219,000 dollars is the annualized income, and the expenses are – So, we are getting*  
670 *\$18,000 dollars a month in income.*

671

672 *Mr. Ward: Yes, but it doesn't come monthly. It comes in December and then trickles in over the next few*  
673 *months.*

674

675 *Mr. Benhamu: Right. But if \$18,250 is income, \$13,945 is expenses, we only have like \$5,000 dollars a*  
676 *month difference.*

677

678 *Mr. Ward: Times 12 months is \$60,000 dollars.*

679

680 *Mr. Madeo: The \$60,000 dollars goes into the reserve for the next year.*

681

682 *Mr. Benhamu: No. Because I took out the landscape that we have in here for \$50,000 dollars. What I'm*  
683 *seeing here concerns me. \$219,000 dollars is the income. If we include the landscape into the budget*  
684 *like it is now, we have \$218,000 dollars in expenses, so we are left with nothing. So, there's no money for*  
685 *pickleball.*

686

687 *Mr. Ward: There is money for pickleball in the sense that you will have \$70,000 dollars in cash leftover*  
688 *at the end of this year from before.*

689

690 *Mr. Benhamu: Going forward, if we don't have these extra expenses here, then we will have \$60,000*  
691 *dollars again.*

692

693 *Mr. Madeo: In 2026 you will.*

694

695 *Mr. Benhamu: But next year we won't have any reserve by the way because we are going to spend this*  
696 *money next year.*

697

698 Discussion continued regarding the budget; how much money might be left in reserves; how the  
699 landscaping affects the budget; portions of this discussion were (indecipherable).

700

701 *Mr. Ward: So, the \$70,000 dollars that I referenced was as of October 1, 2023. The total cash balance*  
702 *right now is \$160,000 dollars. That's your difference.*

703

704 *Mr. Benhamu: Oh, okay, I was missing the money. Now it makes sense. Now we have plenty of money.*  
705 *We have \$160,000 dollars in the bank.*

706  
707 Discussion continued regarding the budget and available funds. Portions of this discussion were  
708 (indecipherable).  
709

710  
711 **SEVENTEENTH ORDER OF BUSINESS** **Public Comments**  
712  
713 **Public Comments: - Public comment period is for items NOT listed on the Agenda, and comments are**  
714 **limited to three (3) minutes per person and assignment of speaking time is not permitted; however,**  
715 **the Presiding Officer may extend or reduce the time for the public comment period consistent with**  
716 **Section 286.0114, Florida Statutes**

717  
718 Mr. Ward noted there were no audience members present.  
719

720  
721 **EIGHTEENTH ORDER OF BUSINESS** **Adjournment**  
722

723 Mr. Ward adjourned the meeting at approximately 8:00 p.m.  
724

**On MOTION made by Carlos Benhamu, seconded by Dominick Madeo,  
and with all in favor, the Meeting was adjourned.**

727  
728 Belmont Lakes Community Development District  
729

730  
731  
732 \_\_\_\_\_  
733 James P. Ward, Secretary

732 \_\_\_\_\_  
733 Dominick Madeo, Chairperson

**RESOLUTION 2025-1**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE BELMONT LAKES  
COMMUNITY DEVELOPMENT DISTRICT RELATING TO ADOPTING THE  
BUDGET FOR THE FISCAL YEAR 2025 BEGINNING OCTOBER 1, 2024, AND  
ENDING SEPTEMBER 30, 2025.**

**RECITALS**

**WHEREAS**, the Prior District Manager, herein referred to as (“Munilytics”) did not submit to the Board of Supervisors (the “Board”) a proposed budget for the next ensuing budget year of the Belmont Lakes Community Development District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager (JPWard & Associates, LLC), herein referred to as (“District Manager”) assumed the duties of the District Manager on September 3, 2024, and submitted a proposed budget for the next ensuing budget year of the Belmont Lakes Community Development District; and

**WHEREAS**, on September 3, 2024, the District Manager submitted the proposed annual budget (the “Proposed Budget”), was filed with Broward County; the local governing authorities having jurisdiction over the area included in the District which was not consistent with the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the submittal of the proposed budget to Broward County is for information purposes only and the County does not have approval authority of the proposed budget; and,

**WHEREAS**, the Board set October 8, 2024, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, although the District recognizes that Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the District Board by passage of the Annual Appropriation Resolution will by passage of this Resolution adopt the budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; an

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

**SECTION 1. FISCAL YEAR 2025 BUDGET.**

- a. That the Board of Supervisors has reviewed the District Manager’s Proposed Budget, and hereby approves the Proposed Budget, subject to certain amendments thereto, as shown in Section 2 below.

**RESOLUTION 2025-1**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT RELATING TO ADOPTING THE BUDGET FOR THE FISCAL YEAR 2025 BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025.**

- b. That the District Manager’s Proposed Budget, attached hereto as Exhibit “A”, as amended by the Board pursuant to the adoption of this Resolution (and as amended by the District Manager, as permitted), is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures and/or revised projections.
  
- c. That the adopted budget, as amended, shall be maintained by the District Manager and identified as “The Budget for Belmont Lakes Community Development District for the Fiscal Year Ending September 30, 2025, as adopted by the Board of Supervisors on October 8, 2024.

**SECTION 2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of the Belmont Lakes Community Development District, for the fiscal year beginning October 1, 2024, and ending September 30, 2025, the sum of \$219,245.29 to be raised by the levy of assessments and otherwise, which sum is deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

|                    |    |                   |
|--------------------|----|-------------------|
| TOTAL GENERAL FUND | \$ | <u>219,245.29</u> |
| TOTAL ALL FUNDS    | \$ | 219,245.29        |

**SECTION 3. SUPPLEMENTAL APPROPRIATIONS.** Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within 60 days following the end of the Fiscal Year 2024/2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by the Board approving the expenditure.
  
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation within a fund so long as it does not exceed \$15,000 previously approved transfers included, to the original budget appropriation for the receiving program.
  
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.



**RESOLUTION 2025-1**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT RELATING TO ADOPTING THE BUDGET FOR THE FISCAL YEAR 2025 BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025.**

**SECTION 4. SEVERABILITY.** IF ANY SECTION, PARAGRAPH, CLAUSE OR PROVISION OF THIS RESOLUTION SHALL BE HELD TO BE INVALID OR INEFFECTIVE FOR ANY REASON, THE REMAINDER OF THIS RESOLUTION SHALL CONTINUE IN FULL FORCE AND EFFECT, IT BEING EXPRESSLY HEREBY FOUND AND DECLARED THAT THE REMAINDER OF THIS RESOLUTION WOULD HAVE BEEN ADOPTED DESPITE THE INVALIDITY OR INEFFECTIVENESS OF SUCH SECTION, PARAGRAPH, CLAUSE OR PROVISION.

**SECTION 5. INCONSISTENT PROCEEDINGS.** All resolutions or proceedings, or parts thereof, in conflict with the provisions hereof are to the extent of such conflict hereby repealed or amended to the extent of such inconsistency.

**SECTION 6. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Belmont Lakes Community Development District.

**PASSED AND ADOPTED** by the Board of Supervisors of the Belmont Lakes Community Development District, Broward County, Florida, this 8<sup>th</sup> day of October 2024.

**ATTEST:**

**BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Dominick Madeo, Chairperson

**Exhibit A:** Fiscal Year 2025 Proposed Budget

**Exhibit A**

Fiscal Year 2025 Proposed Budget

**Belmont Lakes Community Development District**  
**Proposed Budget**  
**Fiscal Year 2025**

| <b>Revenues:</b>                                   | <b>FY24 Adopted</b>      | <b>*FY25 Proposed</b>    |
|--|--------------------------|--------------------------|
| 363.100 Administrative and Maintenance Assessments | 227,651.34               | 227,651.34               |
| 363.810 Debt Assessment                            | -                        | -                        |
| 363.831 Assessment Discounts                       | (9,106.05)               | (9,106.05)               |
| Net Assessment Revenue                             | <u>218,545.29</u>        | <u>218,545.29</u>        |
| 369.400 Other Income                               | 500.00                   | 500.00                   |
| 369.401 Interest Income                            | 200.00                   | 200.00                   |
| <b>Total Revenue</b>                               | <b><u>219,245.29</u></b> | <b><u>219,245.29</u></b> |

**Expenditures:**

|   |                          |                          |
|---|--------------------------|--------------------------|
| 511.513 Postage                                     | 200.00                   | 200.00                   |
| 512.121 Management Fees                             | 15,500.00                | 15,500.00                |
| 512.211 Legal                                       | -                        | -                        |
| 512.315 Legal Advertising                           | 650.00                   | 650.00                   |
| 512.320 Audit                                       | 4,750.00                 | 4,750.00                 |
| 512.355 Meeting Room and Misc.                      | 100.00                   | 100.00                   |
| 512.356 Misc. Maintenance                           | 750.00                   | 750.00                   |
| 512.654 Dues, Licenses, and Subscriptions           | 175.00                   | 175.00                   |
| 513.000 Propertier Appraiser and Tax Collector Fees | 4,300.00                 | 4,300.00                 |
| 517.100 Debt Service- Principal                     | -                        | -                        |
| 517.200 Debt Service - Interest                     | -                        | -                        |
| 530.410 Telephone/Cable                             | 1,740.00                 | 1,740.00                 |
| 530.431 Electric                                    | 7,527.23                 | 7,527.23                 |
| 530.450 Insurance                                   | 11,000.00                | 11,500.00                |
| 530.461 Cleaning Guardhouse                         | 450.00                   | 450.00                   |
| 530.462 Irrigation Maintenance                      | 1,200.00                 | 1,200.00                 |
| 530.463 Lake Maintenance                            | 3,588.00                 | 3,588.00                 |
| 530.464 Landscaping                                 | 78,000.00                | 80,340.00                |
| 530.496 Landscaping Replacement                     | 30,902.00                | 30,902.00                |
| 530.465 Holiday Lights                              | 4,000.00                 | 4,500.00                 |
| 530.466 Mainteance, Gate and Guardhouse             | 1,500.00                 | 1,500.00                 |
| 530.467 Gate Repairs                                |                          |                          |
| 530.491 Street Cleaning                             | -                        | -                        |
| 530.492 Lights-Entry Gates and Guardhouse           | 250.00                   | 250.00                   |
| 530.493 Fence Repairs                               | 20,000.00                | 20,000.00                |
| 530.497 Virtual Guard Monitoring Service            | 22,726.95                | 22,726.95                |
| 530.511 Bank Fee                                    | 75.00                    | 75.00                    |
| 530.702 Street Maintenance and Repairs              | 500.00                   | 500.00                   |
| 530.744 Stormwater Maintenance                      | 3,000.00                 | -                        |
| 530.745 Pressure Cleaning                           | 4,469.00                 | 4,469.00                 |
| 590.000 Contingency/Operating Reserve               | 1,892.11                 | 1,552.11                 |
| <b>Total Expenditures</b>                           | <b><u>219,245.29</u></b> | <b><u>219,245.29</u></b> |

**Revenues Less Expenditures**

Use Of Reserves

**Net of Reserves**

|                        |                          |                          |
|------------------------|--------------------------|--------------------------|
| Gross Assessments      | 227,651.34               | 227,651.34               |
| Less: Discounts Taken  | (9,106.05)               | (9,106.05)               |
| <b>Net Assessments</b> | <b><u>218,545.29</u></b> | <b><u>218,545.29</u></b> |

|   |            |            |
|---|------------|------------|
| Gross Assessment                        | 227,651.34 | 227,651.34 |
| Number of Units                         | 42         | 42         |
| Gross Assessment Per Unit               | 5,420.27   | 5,420.27   |
| Estimated Net Assessment After Discount | 5,203.46   | 5,203.46   |

## RESOLUTION 2025-2

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS, CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

### RECITALS

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

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

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

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

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

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

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

**WHEREAS**, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“Uniform Method”) and the District has previously evidenced its intention to utilize this Uniform Method; and

**WHEREAS**, the District has approved an Agreement with the Property Appraiser and Tax Collector of the County to provide for the collection of the special assessments under the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance on platted lots in the amount contained in the budget; and

## RESOLUTION 2025-2

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS, CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District desires to levy and directly collect on the certain lands special assessments reflecting their portion of the District's operations and maintenance budget; and

**WHEREAS**, the District Manager has prepared, and has certified and is authorized to amend the Assessment Roll of the District to the County Tax Collector pursuant to the Uniform Method as authorized by Florida Law; and

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

**SECTION 1. BENEFIT.** The provision of the services, facilities, and operations as described in Exhibit "A" the Budget confers a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefitted lands is shown in the Assessment Roll as certified to the Tax Collector, as may be amended from time to time is hereby found to be fair and reasonable.

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

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** The collection of the previously levied operation and maintenance special assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method.

**SECTION 4. FUTURE COLLECTION METHODS.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 5. ASSESSMENT ROLL.** The District's Assessment Roll, as authorized to be prepared by the District Manager, is hereby certified. That portion of the District's Assessment Roll which includes developed lands and platted lots is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the Belmont Lakes Community Development District.

**SECTION 6. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the District's Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**RESOLUTION 2025-2**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS, CERTIFYING AN ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.**

**SECTION 7. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 8. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Belmont Lakes Community Development District.

**PASSED AND ADOPTED** by the Board of Supervisors of the Belmont Lakes Community Development District, Broward County, Florida, this 8<sup>th</sup> day of October 2024.

**ATTEST:**

**BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Dominick Madeo, Chairperson

**Exhibit A:** Fiscal Year 2025 Proposed Budget

**Belmont Lakes Community Development District  
Proposed Budget  
Fiscal Year 2025**

| <b>Revenues:</b>                                   | <b>FY24 Adopted</b>      | <b>*FY25 Proposed</b>    |
|--|--------------------------|--------------------------|
| 363.100 Administrative and Maintenance Assessments | 227,651.34               | 227,651.34               |
| 363.810 Debt Assessment                            | -                        | -                        |
| 363.831 Assessment Discounts                       | (9,106.05)               | (9,106.05)               |
| Net Assessment Revenue                             | <u>218,545.29</u>        | <u>218,545.29</u>        |
| 369.400 Other Income                               | 500.00                   | 500.00                   |
| 369.401 Interest Income                            | 200.00                   | 200.00                   |
| <b>Total Revenue</b>                               | <b><u>219,245.29</u></b> | <b><u>219,245.29</u></b> |

**Expenditures:**

|   |                          |                          |
|---|--------------------------|--------------------------|
| 511.513 Postage                                     | 200.00                   | 200.00                   |
| 512.121 Management Fees                             | 15,500.00                | 15,500.00                |
| 512.211 Legal                                       | -                        | -                        |
| 512.315 Legal Advertising                           | 650.00                   | 650.00                   |
| 512.320 Audit                                       | 4,750.00                 | 4,750.00                 |
| 512.355 Meeting Room and Misc.                      | 100.00                   | 100.00                   |
| 512.356 Misc. Maintenance                           | 750.00                   | 750.00                   |
| 512.654 Dues, Licenses, and Subscriptions           | 175.00                   | 175.00                   |
| 513.000 Propertier Appraiser and Tax Collector Fees | 4,300.00                 | 4,300.00                 |
| 517.100 Debt Service- Principal                     | -                        | -                        |
| 517.200 Debt Service - Interest                     | -                        | -                        |
| 530.410 Telephone/Cable                             | 1,740.00                 | 1,740.00                 |
| 530.431 Electric                                    | 7,527.23                 | 7,527.23                 |
| 530.450 Insurance                                   | 11,000.00                | 11,500.00                |
| 530.461 Cleaning Guardhouse                         | 450.00                   | 450.00                   |
| 530.462 Irrigation Maintenance                      | 1,200.00                 | 1,200.00                 |
| 530.463 Lake Maintenance                            | 3,588.00                 | 3,588.00                 |
| 530.464 Landscaping                                 | 78,000.00                | 80,340.00                |
| 530.496 Landscaping Replacement                     | 30,902.00                | 30,902.00                |
| 530.465 Holiday Lights                              | 4,000.00                 | 4,500.00                 |
| 530.466 Mainteance, Gate and Guardhouse             | 1,500.00                 | 1,500.00                 |
| 530.467 Gate Repairs                                |                          |                          |
| 530.491 Street Cleaning                             | -                        | -                        |
| 530.492 Lights-Entry Gates and Guardhouse           | 250.00                   | 250.00                   |
| 530.493 Fence Repairs                               | 20,000.00                | 20,000.00                |
| 530.497 Virtual Guard Monitoring Service            | 22,726.95                | 22,726.95                |
| 530.511 Bank Fee                                    | 75.00                    | 75.00                    |
| 530.702 Street Maintenance and Repairs              | 500.00                   | 500.00                   |
| 530.744 Stormwater Maintenance                      | 3,000.00                 | -                        |
| 530.745 Pressure Cleaning                           | 4,469.00                 | 4,469.00                 |
| 590.000 Contingency/Operating Reserve               | 1,892.11                 | 1,552.11                 |
| <b>Total Expenditures</b>                           | <b><u>219,245.29</u></b> | <b><u>219,245.29</u></b> |

**Revenues Less Expenditures**

Use Of Reserves

**Net of Reserves**

|                        |                          |                          |
|------------------------|--------------------------|--------------------------|
| Gross Assessments      | 227,651.34               | 227,651.34               |
| Less: Discounts Taken  | (9,106.05)               | (9,106.05)               |
| <b>Net Assessments</b> | <b><u>218,545.29</u></b> | <b><u>218,545.29</u></b> |

|   |            |            |
|---|------------|------------|
| Gross Assessment                        | 227,651.34 | 227,651.34 |
| Number of Units                         | 42         | 42         |
| Gross Assessment Per Unit               | 5,420.27   | 5,420.27   |
| Estimated Net Assessment After Discount | 5,203.46   | 5,203.46   |

# BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT

September 30, 2024

To: Board of Supervisors

From: James P. Ward  
District Manager

Subject: Audit Proposals

---

Attached is a set of the following for the selection of the auditor for Item 5 on the Agenda.

1. Analysis of Auditor Form
2. Fee Structure for Auditors
3. Bidder's List
4. Request for Proposal Master Form
5. Grau and Associates Proposal

Be sure to fill out the audit analysis form before the meeting that will be used for the selection of the auditor.

Thank you and if you have any questions, please let me know.



SUN-SENTINEL

**Sold To:**

JPWard and Associates - CU80184771  
2301 Northeast 37th Street  
Fort Lauderdale,FL 33308

**Bill To:**

JPWard and Associates - CU80184771  
2301 Northeast 37th Street  
Fort Lauderdale,FL 33308

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

**State Of Florida**

**County Of Orange**

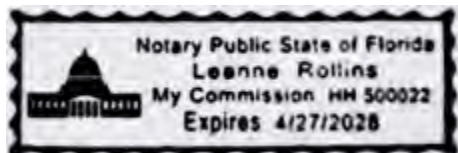
Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,  
Was published in said newspaper by print in the issues of, and by publication on the  
newspaper’s website, if authorized on Sep 08, 2024  
Self Service Multi-Product Purchase  
Affiant further says that the newspaper complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.

Signature of Affiant

Sworn to and subscribed before me this: September 09, 2024.

Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

**Affidavit Delivery Method:** E-Mail  
**Affidavit Email Address:** katherineselchan@jpwardassociates.com  
7693225

**BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT  
(HEREINAFTER CALLED "DISTRICT")  
REQUEST FOR PROPOSALS**

The Belmont Lakes Community Development District is requesting proposals from qualified firms of certified public accountants, licensed to practice in the State of Florida, to audit its financial statements for the fiscal year ending September 30, 2024, and in the sole and absolute discretion of the District for each fiscal year thereafter through September 30, 2028.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Sealed technical and dollar cost proposals will be received by the District Manager's office until 12:00 p.m., Monday, September 23, 2024, located at 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308. Proposals received after this time will be returned unopened.

The Proposer shall submit a sealed and clearly marked envelope that includes both a pdf file along with seven (6) printed Technical and Dollar Cost Proposals to be marked as follows: "Belmont Lakes Community Development District, Professional Auditing Services Proposal."

The Technical and Dollar Cost Proposal will be opened in the Office of the District Manager at 12:00 p.m. on Monday, September 23, 2024.

Proposals submitted will be evaluated by a five (5) member Auditor Selection Committee, ("Selection Committee"). The Audit Selection Committee consists of the five (5) members of the Board of Supervisors, who will review submissions.

The District reserves the right to retain all proposals submitted and to use, without compensation, any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District of and the firm selected.

The District reserves the right to reject any or all proposals submitted or to retain all proposals submitted and to use without compensation any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of all of the conditions contained this Request for Proposal.

**SUN-SENTINEL**

Development District  
James P. Ward, District Manager

9/8/2024 7693225

Order # - 7693225

# Belmont Lakes Community Development District

## Analysis of Auditor Proposals

Firm Names:

Grau

**1. Mandatory Elements**

a. The audit firm is independent and licensed to practice in Florida.

Y

b. The firm has no conflict of interest with regard to any other work performed by the firm for the District.

Y

c. The firm adheres to the instructions in the Request for Proposal on preparing and submitting the proposal.

Y

d. The firm submitted a copy of its last external quality control review report and the firm has a record of quality audit work.

Y

e. The firm provides information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years, as well as, an explanation of all pending litigation (including all accounts of Federal indictments)

Y

Legend for Mandatory Elements:

Y = Meets Criteria

N = Does Not Meet Criteria

**2. Technical Qualifications:**

**Point  
Range**

**a. Expertise and Experience**

(1)The firm's past experience and performance on comparable government engagements.

1-5

5

(2)The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

1-5

5

(3)The firm provides information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years, as well as, an explanation of all pending litigation (including all accounts of Federal indictments)

1-5

5

**b. Audit Approach**

(1) Adequacy of proposed staffing plan for various segments of the engagement

1-5

5

(2) Adequacy of sampling techniques

1-5

5

(3) Adequacy of analytical procedures

1-5

5

**Sub-Total: Technical**

30

**Total Points: Technical**

30

**3. Price:**

1-5

5

2024

\$4,000

2025

\$4,100

2026

\$4,200

2027

\$4,300

2028

\$4,400

**Total Points: Price**

\$21,000

**Total Points: Technical/Price:**

35

# Belmont Lakes Community Development District

## Analysis of Auditor Proposals

**Firm Names:**

Grau

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

**1. Mandatory Elements**

a. The audit firm is independent and licensed to practice in Florida.

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

b. The firm has no conflict of interest with regard to any other work performed by the firm for the District.

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

c. The firm adheres to the instructions in the Request for Proposal on preparing and submitting the proposal.

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

d. The firm submitted a copy of its last external quality control review report and the firm has a record of quality audit work.

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

e. The firm provides information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years, as well as, an explanation of all pending litigation (including all accounts of Federal indictments)

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

Legend for Mandatory Elements:  
 Y = Meets Criteria  
 N = Does Not Meet Criteria

**2. Technical Qualifications:**

**Point Range**

**a. Expertise and Experience**

(1)The firm's past experience and performance on comparable government engagements.

1-5

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

(2)The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

1-5

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

(3)The firm provides information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years, as well as, an explanation of all pending litigation (including all accounts of Federal indictments)

1-5

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

**b. Audit Approach**

(1) Adequacy of proposed staffing plan for various segments of the engagement

1-5

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

(2) Adequacy of sampling techniques

1-5

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

(3) Adequacy of analytical procedures

1-5

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

**Sub-Total: Technical**

**Total Points: Technical**

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

**3. Price:**

1-5

2024 \$4,000

2025 \$4,100

2026 \$4,200

2027 \$4,300

2028 \$4,400

**Total Points: Price** \$21,000

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

**Total Points: Technical/Price:**

|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|

**Belmont Lakes Community Development District  
Audit Fee Proposals**

| <b>Firm</b>                | <b>2024</b> | <b>2025</b> | <b>2026</b> | <b>2027</b> | <b>2028</b> | <b>Total</b>        |
|----------------------------|-------------|-------------|-------------|-------------|-------------|---------------------|
| <b>Grau and Associates</b> | \$ 4,000.00 | \$ 4,100.00 | \$ 4,200.00 | \$ 4,300.00 | \$ 4,400.00 | <b>\$ 21,000.00</b> |

## Bidder's List

### Request for Proposals – Professional Audit Services For the Fiscal Year's 2024-2028

Mr. Jay Gaines  
Berger, Toombs, Elam, Gaines & Frank  
600 Citrus Avenue  
Suite 200  
Ft. Pierce, Florida 34950  
Phone: 772-461-6120  
[JGaines@BTEF-CPAS.com](mailto:JGaines@BTEF-CPAS.com)

Ms. Linda Dufresne  
Dufresne & Associates  
385 Stiles Avenue  
Orange Park, Florida 32073  
Phone: 904-278-8980  
[Linda@dufresnepas.com](mailto:Linda@dufresnepas.com)

Mr. Antonio Grau  
Grau and Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431  
Phone 561-994-9299  
[tgraujr@graucpa.com](mailto:tgraujr@graucpa.com)

William Benson  
Keefe, McCullough & Company  
6550 North Federal Highway  
Suite 410  
Fort Lauderdale, Florida 33308  
Phone 954-771-0896  
[Bill.Benson@kmccpa.com](mailto:Bill.Benson@kmccpa.com)

Ms. Tammy Campbell  
McDermitt Davis & Company, LLC  
605 East Robinson Street  
Suite 635  
Orlando, Florida 32801  
Phone: (407) 843-5406  
[tcampbell@mcdermittdavis.com](mailto:tcampbell@mcdermittdavis.com)

**Bidder's List**

**Request for Proposals – Professional Audit Services  
For the Fiscal Year's 2024-2028**

Stephen C. Riggs, IV, CPA  
Carr Riggs & Ingram  
151 Mary Esther Boulevard  
Suite 301  
Mary Esther, Florida 32569  
Phone 850-244-8395  
[sriggs@cricpa.com](mailto:sriggs@cricpa.com)



**BELMONT LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS FOR  
PROFESSIONAL AUDITING SERVICES  
September 13, 2024**

**Prepared by:**

***JPWard & Associates, LLC  
2301 Northeast 37<sup>th</sup> Street  
Fort Lauderdale, Florida 33308***

***James P. Ward  
District Manager***

***E-mail: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)***

***Phone: (954) 658-4900***

## TABLE OF CONTENTS

### I. PROPOSAL REQUIREMENTS

- A. Legal Notice
- B. General Information
- C. Subcontracting
- D. Insurance

### II. NATURE OF SERVICES REQUIRED

- A. Scope of Work to be Performed
- B. Auditing Standards to be Followed
- C. Reports to be Issued
- D. Special Considerations
- E. Working Paper Retention and Access to Working Papers

### III. DESCRIPTION OF THE GOVERNMENT

- A. Name and Telephone Number of Contact Persons/Location of Offices
- B. Background Information
- C. Budgetary Basis of Accounting
- D. Pension Plans
- E. Blended Component Units
- F. Joint Ventures

### IV. TIME REQUIREMENTS

- A. Date Audit May Commence
- B. Schedule for each Fiscal Year Audit
  - 1. Fieldwork
  - 2. Draft Reports
- C. Date Final Report is Due

### V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

- A. Assistance during Audit
- B. Information Solutions (IS) Assistance
- C. Statements and Schedules to be Prepared by the District
- D. Auditor Work Location
- E. Report Preparation

VI. PROPOSAL REQUIREMENTS

A. Technical Proposal

1. General Requirements
2. Independence
3. License to Practice in Florida
4. Firm Qualifications and Experience
5. Partner, Supervisory and Staff Qualifications and Experience
6. Prior Engagements with the District
7. Similar Engagements with Other Government Entities
8. Specific Audit Approach
9. Identification of Anticipated Potential Audit Problems
10. Report Format

B. Dollar Cost Proposal

1. Total All-Inclusive Maximum Price
2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each
3. Out-of-pocket Expenses in the Total All-inclusive Maximum Price and Reimbursement Rates
4. Rates for Additional Professional Services
5. Manner of Payment

VII. EVALUATION PROCEDURES

A. Review of Proposals

B. Evaluation Criteria

1. Mandatory Elements
2. Technical Qualifications
3. Price

C. Oral Presentations

D. Final Selection

E. Right to Reject Proposals

**APPENDICES**

A. Format for Total All-Inclusive Maximum Price

B. Ranking Form

C. Agreement for Auditing Services

**BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT  
(Hereinafter called "District")  
REQUEST FOR PROPOSALS**

I. PROPOSAL REQUIREMENTS

A. Legal Notice

The Belmont Lakes Community Development District is requesting proposals from qualified firms of certified public accountants, licensed to practice in the State of Florida, to audit its financial statements for the fiscal year ending **September 30, 2024**, and in the sole and absolute discretion of the District for each fiscal year thereafter through **September 30, 2028**.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Sealed technical and dollar cost proposals will be received by the District Manager's office until **12:00 p.m., Monday, September 23, 2024**, located at **2301 Northeast 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308**. Proposals received after this time will be returned unopened.

The Proposer shall submit a sealed and clearly marked envelope that includes both a pdf file along with seven (6) printed Technical and Dollar Cost Proposals to be marked as follows: **"Belmont Lakes Community Development District, Professional Auditing Services Proposal."**

The Technical and Dollar Cost Proposal will be opened in the Office of the District Manager at **12:00 p.m., on Monday, September 23, 2024**.

Proposals submitted will be evaluated by a five (5) member Auditor Selection Committee, ("Selection Committee"). The Audit Selection Committee consists of the five (5) members' of the Board of Supervisor's, who will review submissions.

The District reserves the right to retain all proposals submitted and to use, without compensation, any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District of and the firm selected.

The District reserves the right to reject any or all proposals submitted or to retain all proposals submitted and to use without compensation any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of all of the conditions contained this Request for Proposal.

B. General Information

During the evaluation process, the Selection Committee and the District reserve the right, where it may serve the District best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the District or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

It is anticipated the selection of a firm will be completed no later than October 2024. Following the notification of the selected firm, it is expected a contract will be executed by the end of October 2024.

C. Subcontracting

No subcontracting will be permitted. Any firm who submits a proposal, which contains any subcontracting work, shall be considered non-responsive and the District will not give any further consideration to the proposal.

D. Insurance Requirements

**Worker's Compensation** – Statutory Limits of Florida Statutes.

**Commercial General Liability** – Occurrence Form patterned after the current I.S.O. form with no limiting endorsements. Bodily Injury & Property Damage at \$1,000,000 single limit per occurrence

**Automobile Liability** - \$500,000 each Occurrence Owned/Non-owned/Hired Automobile Included.

The District, its agents and employee's must be named as "ADDITIONAL INSURED" on the insurance Certificate for Commercial General Liability.

**Errors and Omissions** - \$5,000,000 single limit per occurrence.

Proposer warrants that it is willing and able to obtain insurance coverage, throughout the entire term of the contract and any renewals thereof.

II. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

The District desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting

principles.

The District also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

B. Auditing Standards to be followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with the following standards:

- 1) Generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants.
- 2) The standards for financial audits set forth in the most current applicable U.S. General Accounting Office's (GAO) Government Auditing Standards.
- 3) The most current applicable provisions of the Federal Single Audit Act of 1984 (as amended).
- 4) The most current applicable provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Audits of State and Local Governments.
- 5) The most current applicable Codification of Governmental Accounting and Financial Reporting Standards as promulgated by the Governmental Accounting Standards Board The most current applicable Statements on Auditing Standards issued by the American Institute of Certified Public Accountants.
- 6) The most current applicable Government Auditing Standards published by the Comptroller General of the United States.
- 7) The most current applicable Audit and Accounting Guide-Audits of State and Local Governmental Units, published by the American Institute of Certified Public Accountants.
- 8) The most current applicable Statements and interpretations issued by the Financial Accounting Standards Board.
- 9) Applicable Florida Statutes.
- 10) Regulations of the State of Florida Department of Financial Services
- 11) Rules of the Auditor General, State of Florida, Chapter 10-550 (Local Government Audits)
- 12) Any other applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

C. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on compliance and internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards.
3. A Management Letter Report.

In the required report(s) on compliance and internal controls, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report. No reportable conditions discovered by the auditors shall be reported to management.

The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.

**Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of, to the Board of Supervisor's, the District Manager and a copy to the District Attorney.**

D. Special Considerations

1. The District currently, may prepare one or more official statements in connection with the sale of debt securities, which will contain the general-purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
2. The District retains the right to use any audited financials statements in any Official Statement issued by the District without the express consent of the Auditor.

E. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the District of the need to extend the retention period.

**THE AUDITOR SHALL PROVIDE A COMPLETE ELECTRONIC COPY OF THE WORKING PAPERS TO THE DISTRICT MANAGER AT THE COMPLETION OF THE AUDIT, PRIOR TO THE FINAL PAYMENT OF THE AUDITING FEES, BY THE DISTRICT.**

**The electronic copy shall be in Microsoft Word or Excel.**

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/Location of Offices

The auditor's principal contact with the District will be James P. Ward, District Manager or a designated representative, who will coordinate the assistance to be provided by the District to the auditor.

B. A copy of the District's Budget for the audit period and the Audited Financial Statements for the prior Fiscal Year is available by contacting the District Manager.

C. Budgetary Basis of Accounting

The District prepares its budgets on a basis consistent with generally accepted accounting principles.

D. Pension Plans - NONE

E. Blended Component Units - NONE

The District is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards*, Section 2100. Using these criteria, there are no blended component units included in the District financial statements.

F. Joint Ventures - NONE



IV. TIME REQUIREMENTS

A. Date Audit May Commence

The District will have all records ready for audit for by October 15<sup>th</sup> of each Fiscal Year.

B. Schedule for each Fiscal Year Audit

Each of the following should be completed by the auditor, no later than the dates indicated.

1. Fieldwork

The auditor shall complete all fieldwork by November 30<sup>th</sup> of each year.

2. Draft Reports

The auditor shall have drafts of the audit report[s] and recommendations to management available for review by December of each year.

C. Date Final Report is Due - 1 business day from Management Approval

The Auditor shall prepare draft financial statements, notes and all required supplementary information.

The final report should be delivered to the **District Manager at 2301 Northeast 37<sup>th</sup> Street, Fort Lauderdale, Florida 33308.**

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. The District staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of District and provided to the auditor to transmit. In addition any required hours of clerical support will be made available to the auditor for the preparation of routine letters and memoranda.

B. Information Solutions (IS) Assistance

The District Manager also be available to provide systems documentation and explanations. The auditor will be provided computer time and limited read only access to the use of the District computer hardware and software.

C. Statements and Schedules to be Prepared by the District.

Statement or Schedule

Bank Confirmations  
Construction in Progress  
GFA Roll Forward  
Contract/Retainage Payable  
Accounts Payable  
Accounts Receivable  
Investments/Accrued Interest Receivable  
Operating Transfers  
Equity Accounts Detail  
Bond Reserve Requirements  
Amortization/Depreciation Schedules  
Interest Expense  
Debt Amortization Schedules

D. Auditor Work Location

All work must be handled at the office of the Auditor and the District will provide all files to the Auditor electronically and the Auditor will be provided limited read only access to the District's electronic system.

E. Report Preparation

Report preparation and editing shall be the responsibility of the auditor and the Auditor shall deliver 1 printed original of the Audited Financial Statements and one (1) electronic file in word and one (1) electronic file in pdf format.

VI. PROPOSAL REQUIREMENTS

A. Technical and Dollar Cost Proposal

1. General Requirements

The purpose of the Technical and Dollar Cost Proposal is to demonstrate the qualifications, competence and capability of the firms seeking to undertake an independent audit of the District in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical and Dollar Cost Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical and Dollar Cost Proposal should address all the points outlined in the request for proposal The Proposal should be prepared simply and

economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals.

While additional data may be presented, the following subjects, items Nos. 2 through 10, must be included. They represent the criteria against which the proposal will be evaluated.

2. Independence

The firm should provide an affirmative statement that is independent of the District as defined by generally accepted auditing standards/the most current applicable U.S. General Accounting Office's *Government Auditing Standards*.

The firm also should provide an affirmative statement that it is independent of all of the component units of the District as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the District for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the District written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Florida

An affirmative statement should be included that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of Florida.

4. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations, as well as, an

explanation of all pending litigation against governmental entities, including all accounts of Federal indictments for any civil or criminal matters for which the firm has been charged. The firm shall also provide information as to any and all litigation or arbitration in Florida within the last three (3) years, in which the firm is or was a Defendant.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Florida. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the District. However, in either case, the District retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the District, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. Prior Engagements with the District

List separately all engagements within the last five years, ranked on the basis of total staff hours, by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. Similar Engagements With Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as District's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of EDP software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the District's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the District .

10. Report Format

The proposal should include sample formats for required reports.

B. Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

The dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be proposal is to contain all direct and indirect costs including all out-of-pocket expenses.

The District will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal.

The first page of the dollar cost proposal should include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the District .
- c. A Total All-Inclusive Maximum Price for the Audited Financial Statements for each Fiscal Year.

3. Out-of-pocket Expenses must be included in the Total All-inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates in Florida Statutes.

5. Manner of Payment

Progress payments will be made in accordance with the Florida Prompt Payment Act.

## VII. EVALUATION PROCEDURES

### A. Review of Proposals

The SELECTION COMMITTEE will evaluate and rank the proposals. Each member of the SELECTION COMMITTEE will evaluate and rank each technical proposal by each of the criteria described in Section VII B below.

After the rankings for the firms have been established, the sealed dollar cost proposal will be opened and will be utilized for the ranking of the firms.

### B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals ranked for both technical qualifications. The following represent the principal selection criteria, which will be considered during the evaluation process.

#### 1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in Florida
- b. The firm has no conflict of interest with regard to any other work performed by the firm for the District
- c. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal
- d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work

#### 2. Technical Qualifications:

##### a. Expertise and Experience

- (1) The firm's past experience and performance on comparable government engagements.
- (2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- (3) The firm provides information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm provides information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years, with

state regulatory bodies or professional organizations, as well as, an explanation of all pending litigation against governmental entities, including all accounts of Federal indictments for any civil or criminal matters for which the firm has been charged. The firm also provides information as to any and all litigation or arbitration in Florida within the last three (3) years, in which the firm is or was a Defendant.

b. Audit Approach

- (1) Adequacy of proposed staffing plan for various segments of the engagement
- (2) Adequacy of sampling techniques
- (3) Adequacy of analytical procedures

Proposals shall be ranked on the basis of their Technical Qualifications by each member of the SELECTION COMMITTEE who will assign each of the top five proposals a number of one (1) through five (5), with one (1) signifying the highest rated proposal and five (5) signifying the lowest rated proposal.

3. Price:

Proposals shall be ranked on the basis of their price by the SELECTION COMMITTEE who will assign each of the top five proposals a number of one (1) through five (5), with one (1) signifying the lowest price and five (5) signifying the highest price.

Upon reconciliation of the weighted scores defined above, the proposal with the lowest average ranking score will be ranked one (1), the proposal with the second lowest average ranking score will be ranked two (2), and so on until all proposals are scored and ranked. The proposal ranked one (1), in the ranking form provided in the attachment (Appendix C), will be recommended by the SELECTION COMMITTEE to the District for award of the contract.

C. Oral Presentations

During the evaluation process, the SELECTION COMMITTEE may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the SELECTION COMMITTEE may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted



and confirmed in the contract between the District and the firm selected. The District reserves the right to reject any or all proposals.

**APPENDIX A**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**

**AUDITED FINANCIAL STATEMENTS**

Fee shall include all services, including but not limited to Out-of-Pocket expenses, meals and lodging, transportation, printing and binding, telephone, fax, copies.

|                         |       |
|-------------------------|-------|
| <b>Fiscal Year 2024</b> | _____ |
| <b>Fiscal Year 2025</b> | _____ |
| <b>Fiscal Year 2026</b> | _____ |
| <b>Fiscal Year 2027</b> | _____ |
| <b>Fiscal Year 2028</b> | _____ |
| <b>TOTAL ALL YEARS</b>  | _____ |

**APPENDIX B**

**AUDITOR RANKING FORM**

**INCLUDED AT END OF RFP**

**APPENDIX C**

**Agreement for Auditing Services**

**AGREEMENT  
BETWEEN THE  
BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT  
AND  
\_\_\_\_\_  
FOR  
PROFESSIONAL AUDITING SERVICES**

This Agreement, is made and entered into the \_\_\_ day of \_\_\_\_\_, 2024 by and between the Belmont Lakes Community Development District , a Florida municipal corporation, (“DISTRICT”), and \_\_\_\_\_ (“AUDITOR”) for the audit of the DISTRICT’S financial statements for the fiscal year ending September 30, 2024 and for each fiscal year thereafter through September 30, 2028.

**WITNESSETH:**

WHEREAS, the DISTRICT and Section 218.39, Florida Statutes, require that the DISTRICT shall provide annually for an audit of the financial statements of the DISTRICT; and

WHEREAS, the DISTRICT, undertook a selection process in seeking a firm to perform the required financial audit; and

WHEREAS, proposals were evaluated and ranked by an Auditor Selection Committee; and

WHEREAS, the District has selected the AUDITOR upon the recommendation of the Auditor Selection Committee to audit the DISTRICT’S financial statements for the Fiscal Year ending September 2024 and for each fiscal year thereafter through September 30, 2028, provided that the District Manager renews this Agreement for each subsequent fiscal year; and

WHEREAS, DISTRICT and AUDITOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

**IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF AUDIT**

1.1 The audit must meet the requirements identified in the Request for Proposals for Professional Auditing Services dated \_\_\_\_\_, ("RFP") is attached hereto and made a part hereof, as Exhibit "A," and the AUDITOR'S Technical Proposal and the Sealed Dollar Cost Proposal are attached hereto and made a part hereof as Exhibit "B." AUDITOR shall perform the scope of work, issue reports, comply with the Special Considerations and follow the auditing standards, as described in Exhibit "A," Section II, Nature of Services Required.

1.2 AUDITOR shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of, to the District Manager and the District Attorney.

1.3 AUDITOR agrees that certain books and records may be made available prior to the time when others may be made available, and certain funds may be audited and such audit for those funds completed prior to the time that other funds are so audited and completed. It is contemplated that those funds audited separately and reported separately will be completed and the audit report furnished as soon as possible. In any event, the final audit report shall be furnished to the DISTRICT no later than January 31st of each fiscal year. The DISTRICT agrees that all records, documentation, and information requested in connection with the audit will be made available, that all material information will be disclosed, and that the AUDITOR will have the full cooperation of the DISTRICT and the District's agents. As required by generally accepted auditing standards, the AUDITOR will make specific inquiries of the DISTRICT about the representations embodied in the financial statements, the effectiveness of the internal control structure, the DISTRICT'S compliance with certain laws and regulations, and obtain a representation letter from the DISTRICT about these matters. The responses to the AUDITOR'S inquiries, the written representations and the results of audit tests comprise the evidential matter that will be relied upon in forming an opinion on the financial statements.

1.4 AUDITOR agrees and acknowledges that AUDITOR is prohibited from exempting provisions in the RFP or in this Agreement in any of AUDITOR'S reports prepared pursuant to this Agreement.

1.5 AUDITOR agrees and acknowledges that District Attorney shall review and approve of the litigation section of the Audited Financial Statements prior to its publication.

1.6 AUDITOR agrees and acknowledges that upon execution of this Agreement, AUDITOR shall provide in writing, to the District Manager, AUDITOR'S contact person, who shall be responsible for the DISTRICT'S audit.

**SECTION 2. TERM**

2.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend to the completion and delivery to the DISTRICT of the audited financial statements for the Fiscal Year ending September 30, 2028, subject to the termination provisions contained herein.

2.2 The DISTRICT'S fiscal year is from October 1 through September 30. The audit field work should be substantially completed no later than November 30th of each fiscal year and the financial statements and the final signed report delivered to the DISTRICT by January 15<sup>th</sup> of each fiscal year. Time shall be deemed to be of the essence in performing the duties obligations and responsibilities required by this Agreement, however these dates may be changed each year by the District and AUDITOR. AUDITOR shall comply with all dates as described in Exhibit "A" and with the time schedules for subsequent audit years.

SECTION 3. COMPENSATION

3.1 DISTRICT agrees to pay AUDITOR, the agreed to amount, as set forth in Exhibits "A", which amount shall be accepted by AUDITOR as full compensation for all such work, which shall include provisions for out-of-pocket expenses. It is acknowledged and agreed by AUDITOR that these amounts are the maximum payable and constitute a limitation upon DISTRICT'S obligation to compensate AUDITOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon AUDITOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

3.2. AUDITOR may submit an invoice for compensation, developed and agreed upon by the District Manager and AUDITOR, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and shall also show a summary of fees and expenses with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

3.3. DISTRICT shall pay AUDITOR within thirty (30) calendar days of receipt of AUDITOR'S proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the District Manager. AUDITOR shall provide a complete copy of the working papers to DISTRICT at the completion of the audit, prior to the final payment of the auditing fees by the DISTRICT. DISTRICT shall withhold ten percent (10%) from each billing pending delivery of the AUDITOR'S final reports. Additionally, payment may be withheld by the District Manager, for failure of AUDITOR to comply with a term, condition or requirement of this Agreement.

3.4 Notwithstanding any provision of this Agreement to the contrary, District Manager, may withhold, in whole or in part, payment (in addition to the ten percent (10%) described above) to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to District Manager. The amount withheld shall not be subject to payment of interest by DISTRICT.

3.5 Payment shall be made to AUDITOR at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.6 AUDITOR agrees to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged and any expenses for which AUDITOR receives reimbursement for a period of at least three years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by DISTRICT.

3.7 If it should become necessary for DISTRICT to request AUDITOR to render any additional services to either supplement the services described in the RFP or to perform additional work as a result of the specific recommendations included in any report issued pursuant to this Agreement, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be performed at the same rate in the schedule of fees and expenses included in the sealed dollar cost bid, or if in subsequent fiscal years, at the agreed upon schedule.

#### SECTION 4. TERMINATION

4.1 This Agreement may be terminated by the District for any reason upon not less than ten (10) days written notice to Auditor in accordance with the Notices section of this Agreement.

4.4 In the event this Agreement is terminated, AUDITOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of DISTRICT'S election to terminate, AUDITOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. AUDITOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by DISTRICT, the adequacy of which is hereby acknowledged by AUDITOR, is given as specific consideration to AUDITOR for DISTRICT'S right to terminate this Agreement for convenience.

4.5 In the event this Agreement is terminated, any compensation payable by DISTRICT shall be withheld until all documents are provided to DISTRICT pursuant to Section 7.2 of this Agreement.

#### SECTION 5. INDEMNIFICATION

AUDITOR shall at all times hereafter indemnify, hold harmless and, at District's option, pay for an attorney selected by the District, after consultation with AUDITOR, to defend DISTRICT, its officers, agents servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AUDITOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the District Manager and the District Attorney, any sums due AUDITOR under this Agreement may be retained by DISTRICT until all of DISTRICT'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by DISTRICT.

#### SECTION 6. INSURANCE

6.1 In order to insure the indemnification obligation contained above, AUDITOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the

insurance coverages and any renewals thereof, as required by the Request for Qualifications.

6.2 AUDITOR shall furnish to the District Manager, Certificates of Insurance or endorsements evidencing the insurance coverages specified by the DISTRICT, and DISTRICT shall approve such certificates prior to beginning performance of work under this Agreement.

6.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of AUDITOR is completed. All policies must be endorsed to provide DISTRICT with at least thirty (30) days' notice of cancellation and/or material changes. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

## SECTION 7. MISCELLANEOUS

7.1 Copies of Report. AUDITOR agrees to furnish DISTRICT with copies of the Audited Financial Statements identified in the Request for Proposals.

7.2 Ownership Of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of DISTRICT. In the event of termination of this Agreement, any reports photographs surveys and other data and documents prepared by AUDITOR, whether finished or unfinished, shall become the property of DISTRICT and shall be delivered by AUDITOR to the District Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to AUDITOR shall be withheld until all documents are received as provided herein.

7.3 Audit And Inspection Rights And Retention Of Records. DISTRICT shall have the right to audit the books, records and accounts of AUDITOR that are related to this Project. AUDITOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

AUDITOR shall preserve and make available, at reasonable times for examination and audit by DISTRICT, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless AUDITOR is notified in writing by DISTRICT of the need to extend the retention period. Such retention of such records and documents shall be at AUDITOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by DISTRICT to be applicable to AUDITOR'S records, AUDITOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by AUDITOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for DISTRICT'S disallowance and recovery of any payment upon such entry.

In addition, AUDITOR shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

In addition, AUDITOR shall provide a complete copy of all working papers to the DISTRICT, prior to final payment by the DISTRICT, in accordance with the RFP for AUDITOR services.



AUDITOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

7.4 Policy Of Non-Discrimination. AUDITOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement.

AUDITOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws.

7.5 Public Entity Crime Act. AUDITOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to DISTRICT, may not submit a bid on a contract with DISTRICT for the construction or repair of a public building or public work, may not submit bids on leases of real property to DISTRICT, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with DISTRICT, and may not transact any business with DISTRICT in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from DISTRICT'S competitive procurement activities.

In addition to the foregoing. AUDITOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AUDITOR has been placed on the convicted vendor list.

7.6 Independent Contractor. AUDITOR is an independent contractor under this Agreement. Services provided by AUDITOR pursuant to this Agreement shall be subject to the supervision of AUDITOR. In providing such services, neither AUDITOR nor its agents shall act as officers, employees or agents of the DISTRICT. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of AUDITOR. This Agreement shall not constitute or make the parties a partnership or joint venture.

7.7 Third Party Beneficiaries. Neither AUDITOR nor DISTRICT intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.8 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set

forth herein until changed in writing in the manner provided in this section for the present, the parties designate the following:

**As to District:**

Belmont Lakes Community Development District  
2301 Northeast 37<sup>th</sup> Street  
Fort Lauderdale, Florida 33308  
Attention: James P. Ward, District Manager

**With a Copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**As to Auditor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7.9 Assignment And Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, AUDITOR shall not subcontract any portion of the work required by this Agreement.

AUDITOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in Exhibit "F" and to provide and perform such services to DISTRICT'S satisfaction for the agreed compensation.

AUDITOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner. The quality of AUDITOR'S performance and all interim and final product(s) provided to or on behalf of DISTRICT shall be comparable to the best local and national standards.

7.10 Conflicts. Neither AUDITOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AUDITOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

AUDITOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against DISTRICT in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, AUDITOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of DISTRICT in connection with any such pending or threatened legal or

administrative proceeding. The limitations of this section shall not preclude AUDITOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AUDITOR is permitted to utilize subcontractors to perform any services required by this Agreement, AUDITOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

7.11 Contingency Fee. AUDITOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for AUDITOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for AUDITOR, any fee, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, DISTRICT shall have the right to terminate this Agreement without liability at its discretion or to deduct from the Agreement price or otherwise recover the full amount of such fee, percentage, gift or consideration.

7.12 Materiality And Waiver Of Breach. DISTRICT and AUDITOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

DISTRICT'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.13 Compliance With Laws. AUDITOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.14 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless DISTRICT or AUDITOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.15 Joint Preparation. The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

7.16 Priority Of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.17 Applicable Law And Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems

arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida.

7.18 Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

7.19 Drug-Free Workplace. AUDITOR shall maintain a Drug Free Workplace.

7.20 Prior Agreements. This Agreement and its attachments constitute the entire agreement between AUDITOR and DISTRICT, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 7.18 above.

7.21 Incorporation By Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" and "B" are incorporated hereto and made a part of this Agreement.

7.22 Multiple Originals. This Agreement may be fully executed in FIVE (5) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

7.23 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

7.24 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.25 Survival Of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

AGREEMENT BETWEEN THE DISTRICT AND \_\_\_\_\_ FOR PROFESSIONAL AUDITING SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the District signing by and through its Chairman, authorized to execute same by action on the \_\_\_\_ day of \_\_\_\_\_, 2024; and \_\_\_\_\_ authorized to execute same, through its \_\_\_\_\_.

**BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT**

ATTEST:

By: \_\_\_\_\_  
Dominick Madeo, Chairman

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_ day of \_\_\_\_\_, 2024

WITNESS:

**AUDITOR**

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
\_\_\_\_\_  
Print Name



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

# Proposal to Provide Financial Auditing Services:

## **BELMONT LAKES**

**COMMUNITY DEVELOPMENT DISTRICT**

Proposal Due: September 23, 2024  
12:00PM

**Submitted to:**

Belmont Lakes  
Community Development District  
c/o District Manager  
2301 Northeast 37th Street  
Fort Lauderdale, Florida 33308

**Submitted by:**

Antonio J. Grau, Partner  
Grau & Associates  
951 Yamato Road, Suite 280  
Boca Raton, Florida 33431

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

**Fax** (561) 994-5823

[tgrau@graucpa.com](mailto:tgrau@graucpa.com)

[www.graucpa.com](http://www.graucpa.com)



## Table of Contents

|  | <b>PAGE</b> |
|--|-------------|
| EXECUTIVE SUMMARY / TRANSMITTAL LETTER .....                       | 1           |
| INDEPENDENCE .....   | 4           |
| LICENSE TO PRACTICE IN FLORIDA.....                                | 4           |
| FIRM QUALIFICATIONS AND EXPERIENCE.....                            | 4           |
| PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE ..... | 6           |
| PRIOR ENGAGEMENTS WITH THE DISTRICT.....                           | 9           |
| SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES .....           | 9           |
| SPECIFIC AUDIT APPROACH.....                                       | 10          |
| IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS .....       | 13          |
| REPORT FORMAT.....   | 14          |
| DOLLAR COST PROPOSAL.....  | 20          |
| SUPPLEMENTAL INFORMATION .....                                     | 21          |



# Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

September 23, 2024

Belmont Lakes Community Development District  
c/o District Manager  
2301 Northeast 37th Street  
Fort Lauderdale, Florida 33308

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 Belmont Lakes 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.



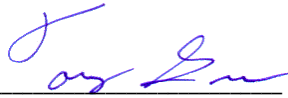
### Complying With Standards

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](mailto:tgrau@graucpa.com)) or David Caplivski, CPA ([dcaplivski@graucpa.com](mailto:dcaplivski@graucpa.com)) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,  
Grau & Associates



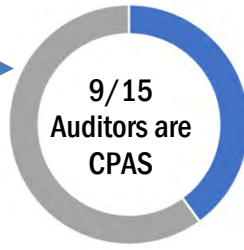
Antonio J. Grau

# Grau's Focus and Experience

## Our Team



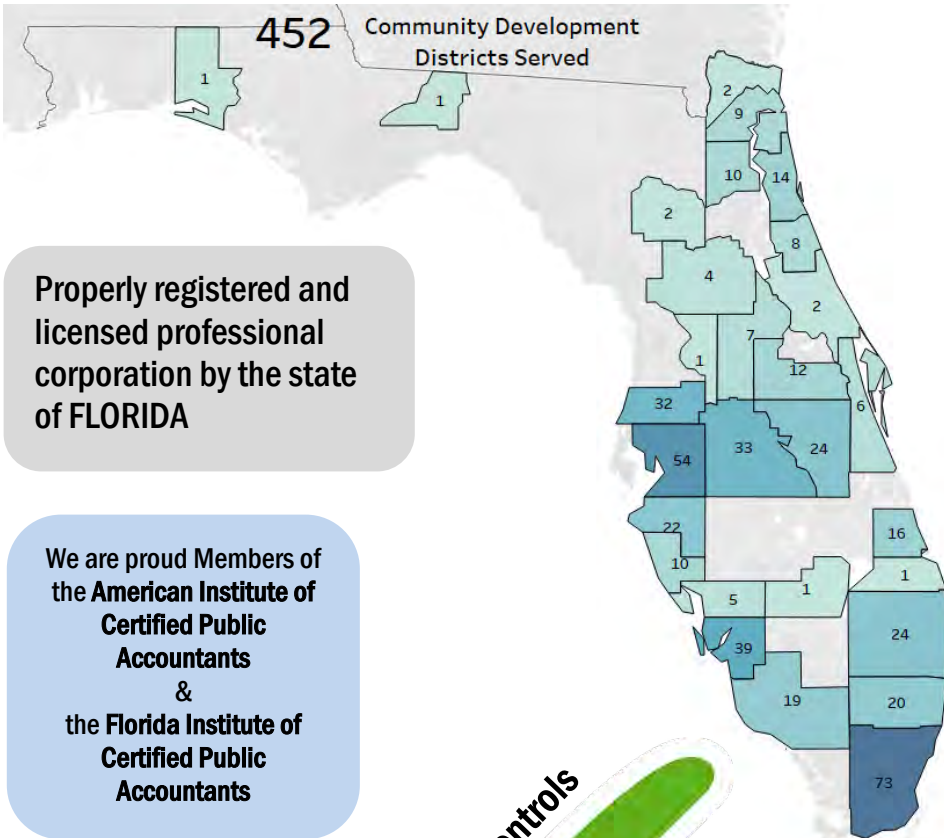
**3** Partners  
**11** Professional Staff  
**2** Administrative Professionals



# 2005

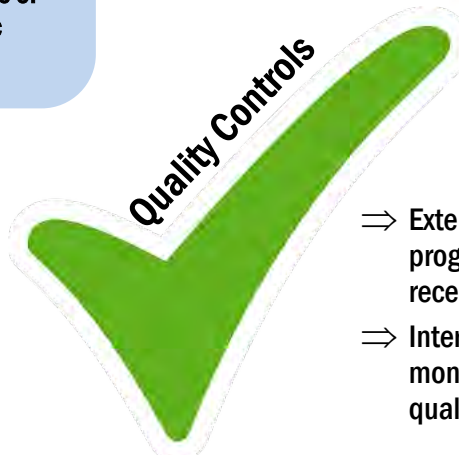
Year founded

## 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



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



AICPA | FICPA | GFOA | FASD | FGFOA

## **Independence**

Grau & Associates affirms we meet the independence requirements of the Standards for Audit of Governmental Organization Programs, Activities and Functions published by the U.S. General Accounting Office, Governmental Auditing Standards (GAS) issued by the Comptroller General of the United States and the Laws and Rules of Florida Board of Accountancy or any subsequent amendments or superseding revisions. As defined by auditing standards generally accepted in the United States of America and the U.S. General Accounting Office's Government Auditing Standards, Grau & Associates, their partners and employees are independent of the District.

Grau & Associates has not had professional relationships involving the District since its inception; furthermore, we shall give the District written notice of any professional relationships entered into during the period of this agreement, which could pose a potential conflict of interest.

## **License to Practice in Florida**

Grau & Associates is a properly registered/licensed State of Florida professional corporation. All assigned supervisory professional staff are properly registered/licensed to practice in the State of Florida.

## **Firm Qualifications and Experience**

Grau & Associates is a professionally licensed local corporation in Florida certified by the State of Florida as a Minority Business Enterprise (MBE). We are a Certified Public Accounting firm providing comprehensive financial and compliance auditing, attestation and accounting, and other management consulting services.

## **Office Location & Staff**

Your audit will be performed out of our headquarters located at 951 Yamato Road, Suite 280, Boca Raton, Florida 33431. We have a total of 16 employees, including 3 Partners, 11 professionals and 2 administrative professionals. The numbers of professional staff by employee classification are as follows:

| <b>Employee Classification</b> | <b>Government Auditors</b> | <b>No. of C.P.A.s</b> |
|--------------------------------|----------------------------|-----------------------|
| <b>Partners</b>                | 3                          | 3                     |
| <b>Managers</b>                | 1                          | 1                     |
| <b>Advisory Consultant</b>     | 1                          | 1                     |
| <b>Supervisor / Seniors</b>    | 4                          | 3                     |
| <b>Staff Accountants</b>       | 5                          | 1                     |
| <b>Total</b>                   | <b>14</b>                  | <b>9</b>              |

## **Results of State and Federal Reviews**

During the last three (3) years, all state and federal reviews of the firm's reports and working papers have been accepted without change or revision to issued reports.

## **Disciplinary Action**

During the last three (3) years, Grau & Associates has not been involved in any disciplinary action from any state or federal regulatory body or professional organizations.

## **Litigation Status**

There is no current or pending litigation or proceeding. Additionally, during the last three (3) years, Grau & Associates has not been involved in any litigation or proceeding where a court or administrative agency has ruled against the firm in any manner related to its professional activities.

**Most Recent External Peer Review**

Grau participates in an external quality review program requiring an on-site independent examination of our auditing practice. Grau has consistently received a pass rating on the quality of our audit practice. Our peer review included **mostly government engagements**. A copy of the report on the firm’s most recent quality review can be found below.



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

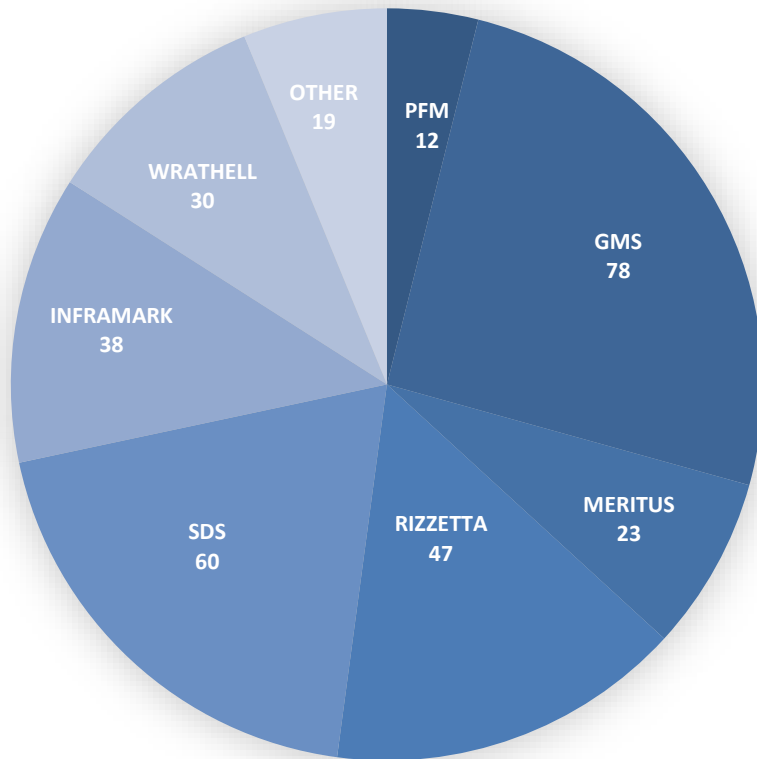
---

119 S Monroe Street, Suite 121 | Tallahassee, FL 32301 | 850.224.2727, in Florida | [www.ficpa.org](http://www.ficpa.org)

In addition to scheduled Peer Reviews, our firm continually monitors performance to ensure the highest quality of services. An Audit Partner is responsible for monitoring quality control of all appropriate engagements.

**Partner, Supervisory and Staff Qualifications and Experience**

**GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY**



***Profile Briefs:***

***Antonio J GRAU, CPA (Partner)***

*Years Performing Audits: 30+  
CPE (last 3 years): Government Accounting, Auditing: 40 hours; Accounting, Auditing and Other: 54 hours  
Professional Memberships: AICPA, FICPA, FGFOA, GFOA*

***David Caplivski, CPA (Partner)***

*Years Performing Audits: 14+  
CPE (last 3 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 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



**Antonio 'Tony' J. Grau, CPA**  
**Partner**

Contact: [tgrau@graucpa.com](mailto: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  
 Dunes Community Development District  
 Fishhawk Community Development District (I, II, IV)  
 Grand Bay at Doral Community Development District  
 Heritage Harbor North Community Development District

St. Lucie West Services District  
 Ave Maria Stewardship Community District  
 Rivers Edge II Community Development District  
 Bartram Park 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 three years)

| <u>Course</u>                      | <u>Hours</u>                                  |
|------------------------------------|---|
| Government Accounting and Auditing | 40  |
| Accounting, Auditing and Other     | 54  |
| Total Hours                        | <u>94</u> (includes of 8 hours of Ethics CPE) |



**David Caplivski, CPA/CITP, Partner**  
 Contact : [dcaplivski@graucpa.com](mailto: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 three 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*

### **Prior Engagements with the District**

Grau & Associates has not had prior engagements with the District since its inception.

### **Similar Engagements with other Government Entities**

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**

|                           |  |
|---------------------------|--|
| <b>Scope of Work</b>      | Financial audit  |
| <b>Engagement Partner</b> | Antonio J. Grau  |
| <b>Dates</b>              | Annually since 1998  |
| <b>Total Hours</b>        | 56   |
| <b>Client Contact</b>     | Darrin Mossing, Finance Director<br>475 W. Town Place, Suite 114<br>St. Augustine, Florida 32092<br>904-940-5850 |

---

#### **Two Creeks Community Development District**

|                           |   |
|---------------------------|---|
| <b>Scope of Work</b>      | Financial audit   |
| <b>Engagement Partner</b> | Antonio J. Grau   |
| <b>Dates</b>              | Annually since 2007   |
| <b>Total Hours</b>        | 36  |
| <b>Client Contact</b>     | William Rizzetta, President<br>3434 Colwell Avenue, Suite 200<br>Tampa, Florida 33614<br>813-933-5571 |

---

#### **Journey's End Community Development District**

|                           |   |
|---------------------------|---|
| <b>Scope of Work</b>      | Financial audit   |
| <b>Engagement Partner</b> | Antonio J. Grau   |
| <b>Dates</b>              | Annually since 2004   |
| <b>Total Hours</b>        | 20  |
| <b>Client Contact</b>     | Todd Wodraska, Vice President<br>2501 A Burns Road<br>Palm Beach Gardens, Florida 33410<br>561-630-4922 |

---



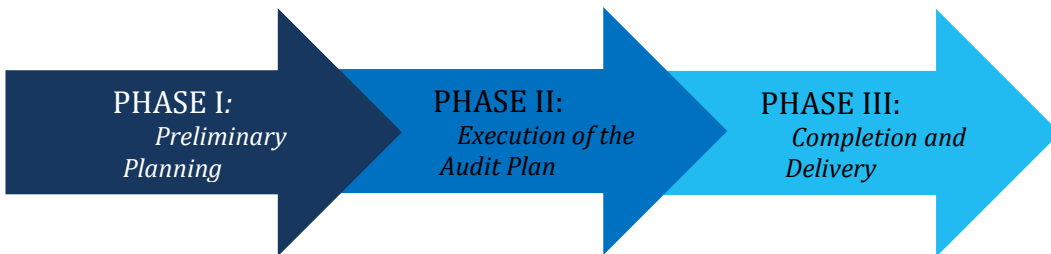
## Specific Audit Approach

### 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 or Local regulations. **We will deliver our reports in accordance with your requirements.**

#### **A. 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 typically begin our audit process with an entrance conference before the onsite fieldwork begins. 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. We strive to continue to keep an open line of communication through the fieldwork and ending with an exit conference.

**B. Level of staff and number of hours to be assigned to each proposed segment of the engagement**

|                         | Partners | Seniors | Total |
|-------------------------|----------|---------|-------|
| Preliminary Planning    | 2        | 4       | 6     |
| Perform Audit Plan      | -        | 20      | 20    |
| Completion and Delivery | 4        | 4       | 8     |
| Total                   | 6        | 28      | 34    |

**C. Sample size and the extent to which statistical sampling is to be used in the engagement**

Our sampling procedures performed during the audit engagement will be identified during the planning stage of the audit and will be coordinated with other audit procedures to ensure a timely and efficient audit.

*Audit Sampling:* Grau uses a nonstatistical approach to sampling and follows the guidance of the AICPA on the use of sampling in governmental audit engagements. In applying these AICPA pronouncements, we would first consider the effectiveness of alternative approaches before concluding that sampling is necessary. Our professional judgment will be used to determine what areas sampling is deemed appropriate and includes assessing inherent risk, control risk, and combined audit risk.

**D. Extent of use of EDP software in the engagement**

*Automated Workpapers*

Our firm utilizes ProSystem fx Engagement electronic software, which allows us to conduct a true paperless audit.

*Communications*

Our clients are able 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.

*Accounting Research*

We utilize Accounting Research Manager by Wolters Kluwers, which is a comprehensive online database providing leading industry guidance on analytical accounting and auditing. It includes full publications from the Governmental Accounting Standards Board, the Financial Accounting Standards Board, Emerging Issues Task Force, GAO, AICPA and International Accounting Standards Board. In addition, Accounting Research Manager provides intelligent links to the original source documents.

**E. Type and extent of Analytical Procedures to be used in the engagement**

Understanding financial relationships is crucial to planning and evaluating the results of analytical procedures and requires knowledge of the District. The full extent to which analytical procedures are utilized is based upon the auditor’s professional judgment and the overall risk assessment results. Analytical procedures are required in the planning and overall review stages of the audit, and will be used in the following areas:

*Audit Planning*

Analytical procedures provide great insight in our planning. These analyses can enhance our understanding of transactions and events that have occurred during the year under audit. Analytical procedures in the planning phase are also performed to identify any unusual and unexpected relationship that may warrant further investigation. For example, rate changes have a direct relationship with revenue. As such, if assessment rates increase, we would expect that revenues would also increase.

*Fieldwork*

Analytical procedures are used as effective substantive tests in certain circumstances. For example, using the millage adopted by Commission to recalculate taxes levied or comparing actual current year results to the adopted budget and prior year amounts. During the course of our year end fieldwork we utilize analytical procedures to support the results of our other audit procedures.

### *Overall Review*

Analytical procedures used at the conclusion of the audit are designed to assess the conclusions reached and evaluate the overall financial statement presentation. For example, we will review the financial statements and compare the numbers to prior year and see if variances make sense based upon the work performed. We would determine if sufficient work was done in a particular area. Any variances would need to be substantiated.

#### **F. Approach to be taken to gain and document an understanding of the District's internal control structure**

Control activities are procedures and policies that help ensure that management's directives are being carried out and the District's objectives are being met.

We want to ensure that controls are appropriately designed before we perform any tests of controls for reliance in the audit. Our steps in Phase I will determine how well the controls are designed and which ones we may be able to place reliance on for the audit. After making that determination, those controls are tested for operating effectiveness. The results of this evaluation will influence the nature, timing and extent of our substantive audit procedures.

This approach ensures that we achieve maximum efficiency and provides valuable feedback to management regarding the effectiveness of controls being relied upon throughout the year. See Phase I for details.

We will document our understanding using memos, checklists, flowcharts, District manuals, etc., and store all information electronically.

#### **G. Approach to be taken in determining laws and regulations that will be subject to audit test work**

Due to the special nature of governments, the traditional audit scope has been broadened to encompass determination of what laws and regulations have a direct and material impact on the financial statements. Identifying applicable laws and regulations is fundamental to fulfilling the responsibility of understanding their effects. We will obtain this knowledge from various sources including:

- Review of federal and state laws
- Review of contracts
- Inquires of management and staff
- Review of resolutions and policies
- Review of grant agreements
- Review of debt covenants
- Review of prior financial statements
- Review of internal controls over compliance

#### **H. Approach to be taken in drawing audit samples for purposes of tests of compliance**

Once significant laws and regulations that affect the District are identified, we will design compliance procedures to provide reasonable assurance that your financial statements are free of material misstatements resulting from violations of these laws and regulations. In addition, tests will be performed to attain a low level of risk as required by the Uniform Guidance.

Tests of compliance with laws and regulations will be incorporated with samples selected for tests of transactions and controls, when practical. Additional samples are sometimes necessary to test specific laws and regulations as well as for testing federal and state awards. We will work with District staff, as well as our analysis of the District's internal control structure, to ensure completeness of our population.

#### **Identification of Anticipated Potential Audit Problems**

Grau & Associates is aware of the uniqueness of the District and will address issues in their early stages. We do not anticipate any potential audit problems. We want to help you solve problems before they become critical and this is why we will be involved throughout the entire year, at no extra cost, providing assistance in current and new issues.

## **Report Format**

### **INDEPENDENT AUDITOR'S REPORT**

To the Board of Supervisors  
XXX Community Development District  
XXX County, Florida

#### **Report on the Audit of the Financial Statements**

##### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and each major fund, of XXX Community Development District, XXX County, Florida ("District") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

##### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

##### ***Responsibilities of Management for the Financial Statements***

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

##### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c), but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with Government Auditing Standards, we have also issued our report dated XXXX, 20xx, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

XXXX, 20xx

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
XXX Community Development District  
XXX County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of XXX Community Development District, XXX County, Florida ("District") as of and for the fiscal year ended September 30, 20xx, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated XXXX, 20xx.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

XXXX, 20xx

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
XXX Community Development District  
XXX County, Florida

We have examined XXX Community Development District, XXX County, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 20xx. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 20xx.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of XXX Community Development District, XXX County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

XXXX, 20xx



**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
XXX Community Development District  
XXX County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of XXX Community Development District, XXX County, Florida ("District") as of and for the fiscal year ended September 30, 20xx, and have issued our report thereon dated XXXX, 20xx.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing 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; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated XXXX, 20xx, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of XXX Community Development District, XXX County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank XXX Community Development District, XXX County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

XXXX, 20xx

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

Not applicable

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

Not applicable. First year Audit.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 20xx.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 20xx.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.
5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 20xx. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.
7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page xx.

**Cost of Services**

**Grau & Associates - Total All-Inclusive Maximum Price**

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                            | \$4,000                |
| 2025                            | \$4,100                |
| 2026                            | \$4,200                |
| 2027                            | \$4,300                |
| 2028                            | <u>\$4,400</u>         |
| <b>TOTAL (2024-2028)</b>        | <b><u>\$21,000</u></b> |

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

We certify that Antonio J. Grau is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the District.

**Supplemental Information**

**PARTIAL LIST OF CLIENTS**

| <b>SPECIAL DISTRICTS</b>                                       | Governmental<br>Audit | Single<br>Audit | Utility<br>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     |
| 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 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     |
| Loxahatchee Groves Water Control District                      | ✓                     |                 |                  |                | 9/30     |
| Old Plantation 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-Dade Venture Development District                        | ✓                     |                 |                  | ✓              | 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 Independent District                             | ✓                     |                 |                  | ✓              | 9/30     |
| Various Community Development Districts (452)                  | ✓                     |                 |                  | ✓              | 9/30     |
| <b>TOTAL</b>   | <b>490</b>            | <b>5</b>        | <b>4</b>         | <b>484</b>     |          |

## 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 Belmont Lakes 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](http://www.graucpa.com).**

**Joe Scott**

**Supervisor of Elections**

Broward County, FL

Date 8/27/2024

Time 02:37 PM

**Precinct List for District BELMONT LAKES CDD**

| <u>Precinct</u> | <u>Place Name</u>          | <u>Registered Voters</u> |             |             |             |              | <u>Inactive Voters</u> |             |             |              |
|-----------------|----------------------------|--------------------------|-------------|-------------|-------------|--------------|------------------------|-------------|-------------|--------------|
|                 |                            | <u>Total</u>             | <u>Dems</u> | <u>Reps</u> | <u>NonP</u> | <u>Other</u> | <u>Dems</u>            | <u>Reps</u> | <u>NonP</u> | <u>Other</u> |
| T020.1          | Rick Case Honda Powerhouse | 97                       | 19          | 36          | 41          | 1            | 6                      | 3           | 7           | 0            |
|                 |                            | 97                       | 19          | 36          | 41          | 1            | 6                      | 3           | 7           | 0            |