

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT



MEETING AGENDA

OCTOBER 21, 2021

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

October 14, 2021

Board of Supervisors
Flow Way Community Development District

Dear Board Members:

This Regular Meeting of the Board of Supervisors of the Flow Way Community Development District will be held on **Thursday, October 21, 2021, at 1:00 P.M.** at the Esplanade Golf and Country Club, 9810 Torre Vista Lane, Naples, FL 34119.

The following WebEx link and telephone number are provided to join/watch the meeting.

<https://districts.webex.com/districts/onstage/g.php?MTID=e04075bdcd87ad3da49f332b593611950>

Access Code: **179 922 4905**, Event password: **Jpward**

Phone: **408-418-9388** and enter the access code **179 536 0335** to join the meeting.

Agenda

1. Call to Order & Roll Call. (page 2)
Public Comments for non-agenda items (Limited to three (3) minutes). Individuals are permitted to speak on items on the agenda during that item and will be announced by the Chairperson.
2. Consideration of Minutes: (page 8)
 - I. September 16, 2021 – Regular Meeting.
3. Consideration of the amendment to the Professional Services Auditing Agreement between the District and Grau and Associates, dated September 5, 2019. (page 23)
4. Staff Items.
 - I. District Attorney – Woods, Weidenmiller, Michetti, & Rudnick.
 - a. Updates on Notice 558.
 - b. *Update on Litigation experts and upcoming depositions.*
 - c. *Arbitration Hearing - January 18, 2022, at 9:30 a.m.*
 - d. *Proposed meeting to discuss lakes with County representative.*
 - II. District Engineer – Calvin, Giordano & Associates. (page 104)
 - a. Preserve Tree Removal Process.
 - b. Stormwater System Repairs.

- (i) Broad Crested Weir.
 - (ii) Sediment and Debris Removal.
 - (iii) Update to correspond to report.
- III. District Manager – JPWard & Associates, LLC.
 - a. Discussion of Future Operating Plans (Consideration of CGA Proposal).
 - b. Financial Statements for period ending September 30, 2021 (unaudited). (page 147)
 - c. Financial Statements for period ending August 31, 2021 (unaudited). (page 163)
- 5. Old Business.
 - I. Agreement with Master Homeowner’s Association.
 - II. Future Funding of Preserve Mitigation and Maintenance.
- 6. Audience Comments: - Public comment period is for items NOT listed on the Agenda, comments are limited to three (3) minutes per person, 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.
- 7. Announcement of Next Meeting – November 18, 2021.
Quorum Call for November 18, 2021

- Zack Stamp,
- Ronald Miller
- Tom Kleck
- Martinn Winters
- Bart Bhatla

8. Adjournment

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

The second order of business is the consideration of the September 16, 2021, Regular Meeting Minutes.

The third order of business is the consideration of the amendment to the Auditing Agreement between the District and Grau and Associates, dated September 5, 2019. The amendment to the Auditing Agreement is for a fee increase of \$1000. This \$1000 increase takes the annual audit fee from \$4,500 to \$5,500 for year ending September 30, 2021, and increases by \$100 per year till the current agreement ends in 2023. This increase is being considered to account for auditing services related to preserve issues.

The fourth order of business is staff reports. The District Manager’s Report is a discussion of the results of the Fiscal Year 2021 operations, along with a plan to begin the process of identifying the District’s

operating requirements, along with a path forward for our current Fiscal Year 2022 and future Fiscal Years, to better identify the financial requirements, operational requirements, and capital requirements for the District.

In summary, for Fiscal Year 2021 our results of operations is a projected net loss of (\$19,713.10), which resulted in a cash balance at September 30, 2021, of \$346,591.65. The net loss was anticipated in the Budget and is substantially lower than expected. With respect to the cash balance, this is higher than originally anticipated, which is also due to our total expenditures being lower than budgeted.

The Fiscal Year 2022 Budget (shown below) anticipates our cash balance being further reduced to \$189,831.65. This is important, for two reasons: first, we must be able to fund the first three months of operations at the beginning of each fiscal year, until assessment funds are received in late December; and second, in Fiscal Year 2021, with the Master HOA continuing to maintain the CDD's assets, we did not incur any significant expenses.

This means that in order to actually take on the responsibility of maintenance of the District's assets our assessment rates in Fiscal Year 2023 must be adjusted accordingly to take on this responsibility and outlined below is a course of action that is recommended to understand the impact of the District moving forward towards this goal.

General Fund - FY 2021 Summary Results of Operations			FY 2022
	Budget	Actual	Budget
Revenue and Other Sources			
Special Assessments - On-Roll	\$ 579,690.00	\$ 572,816.43	\$ 596,780.00
Miscellaneous Revenue	\$ -	\$ 943.91	\$ -
Total:	\$ 579,690.00	\$ 573,760.34	\$ 596,780.00
Expenditures and Other Uses			
Legislative	\$ 2,400.00	\$ 7,600.00	\$ 12,000.00
Executive	\$ 40,000.00	\$ 39,999.96	\$ 40,000.00
Financial and Administrative	\$ 100,075.00	\$ 99,739.19	\$ 94,325.00
Legal Services	\$ 110,000.00	\$ 185,595.54	\$ 160,000.00
Engineering	\$ 5,000.00	\$ 48,218.75	\$ 25,000.00
Preserves	\$ 260,215.00	\$ 214,322.50	\$ 260,215.00
Lake, Lake Bank and Littoral Shelf Maintenance	\$ 81,600.00	\$ 8,685.00	\$ 81,600.00
Landscaping Services	\$ 80,400.00	\$ -	\$ 80,400.00
Total:	\$ 679,690.00	\$ 604,160.94	\$ 753,540.00
Fund Balance			
Opening Fund Balance - 10/01/2020		\$ 366,304.75	
Results from Operations		\$ (30,400.60)	
Ending Fund Balance 09/30/2021		\$ 335,904.15	
Projected Fund Balance 09/30/2022			\$ 179,144.15

Notes:

(1) - FY 2022 Budget Utilized \$156,760 of Fund Balance (Cash) to Fund FY 22 Operations

In order to better recognize the District's ability to fund operations, we will need to develop a plan to move forward. As you know our budget year starts October 1st of each year. To get to the point of the District being able to adopt a budget, the following steps are required.

1. District Manager is required to present a proposed budget for approval by June 15th. To provide the longest lead time for Board consideration, we should be in a position to have a proposed Budget for consideration, by March/April, 2022.
2. The Board is then required to "approve" the proposed Budget and set a public hearing to adopt the Budget before your August meeting. The public hearing date is recommended to be July 21, 2022. The statute allows September 15th, however that does not permit sufficient time to place assessments on tax bills and is longer then permitted by the Property Appraiser to submit the assessment roll, which date is August 31st.
3. The Fiscal Year 2023 budget plan will increase the overall expenditures, and due to an assessment rate increase will trigger a mailed notice requirement to all property owners at the public hearing.
4. The mailed notice to all property owners is required at least thirty (30) days in advance of the public hearing. To physically mail notices, we need a least sixty (60) days to prepare and mail those

notices. With a public hearing date of July 21, 2022, we must be completely finished by the May 19, 2022, meeting.

5. As such, by the time we get to February 2022, it is important that we have a good understanding of the District's operating requirements and to be able to include those in a Budget and be prepared to adopt a Budget that will not require any additional increases in the total budget.
6. With respect to the actual way in which the CDD can fund its operations, there is, in reality, only one reasonable way to accomplish this.
 - a. Assessments must be on tax bills that are mailed to property owners in November of each year. Those assessments are due between November 30th through April 30th of the following year. Discounts are provided for the earlier taxes paid, and for this District, for Fiscal Year 2021 we are receiving approximately 83% of funds by December 31st, all of which comes in the month of December between Mid-November and December 31st, the majority of which is in late December.
 - b. This requires the CDD to have enough cash-on-hand to cover our operating expenses through December. This is approximately \$190K at the current level of the Budget, which we know is not sustainable going into Fiscal Year 2023 with the anticipated changes in the Budget.
 - c. Questions that generally come up regarding our ability to levy assessments outside of this procedure are as follows:
 - i. Can we levy an assessment in between those times?
 1. Yes, we can, but this is not practicable. We must first levy an assessment and this standalone process will take four (4) to five (5) months. Then we would need to bill residents directly an invoice (1,184 invoices) and have some mechanism to monitor that process, which must also require the CDD to have some mechanism to bill residents directly, which is impracticable for the District.
 - ii. Can we borrow funds in the interim?
 1. Yes, we can, but this procedure is legally difficult. At this time, no banks are lending on this basis, and even if there were any, we would be required to go through the assessment process up front, which would provide the security a bank would want. This process alone, is at least four (4) to five (5) months to complete.

In summary, we must ensure our next Budget is well thought out and prepared starting in December and culminating in February 2022, to be the Budget approval/adoption process.

In order to accomplish this goal, we will need to be able to more fully understand and recognize the operating requirements of the District, necessary to maintain the District's assets with the financial stability and a set of professional standards that will preserve the integrity of our assets.

Towards that end, our Engineer has provided a proposal that will allow the District to implement a program that accomplishes the goal that will ensure that the District has a strong operational and financial base. This program is a strong beginning to what will inevitably be a multi-year project, and which will need to be adaptive and change as we more fully understand our needs.

As an example of our immediate future needs, the Forge Engineering report identified approximately \$400K in work which included, lake bank restoration, littoral shelf work, drainage pipe cleaning, and repairs to the District's outfall weir. Additionally, we also know the downed trees in the preserves, and the fencing deficiencies that have been identified will need more work to better understand how to and when to deal with these items.

As an initial start, and to protect this community from excessive rainfall events, we have just completed the drainage pipe cleaning (\$80,000) and will complete the weir repair this month (\$15,000). These types of programs must be continually monitored and planned for in the long-term.

The balance of the agenda is standard in nature, and I look forward to seeing you at the meeting, if you have any questions and/or comments before the meeting, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,
Flow Way Community Development District



James P. Ward
District Manager

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**MINUTES OF MEETING
FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

10 The Regular Meeting of the Board of Directors of the Flow Way Community Development District was
11 held on Thursday, September 16, 2021, at 1:00 P.M. in the conference room of the offices of Woods,
12 Weidenmiller, Michetti, & Rudnick, 9045 Strada Stell Court, Suite 400, Naples, Florida 34109.
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Present and constituting a quorum:

Zack Stamp	Chairperson
Ron Miller	Vice Chairperson
Tom Kleck	Assistant Secretary
Martinn Winters	Assistant Secretary

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Also present were:

James P. Ward	District Manager
Greg Woods	District Counsel
James Messick	District Engineer
Jessica Tolin	District Counsel

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Audience:

Ed Staley
Bart Bhatla

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

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

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FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Chairperson Zack Stamp called the meeting to order at approximately 1:00 p.m. Roll call was conducted, and all Members of the Board were present, constituting a quorum.

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SECOND ORDER OF BUSINESS

Public Comments for NON-Agenda items

Individuals are permitted to speak on items on the Agenda during that item and will be announced by the Chairperson; comments limited to three minutes

Chairperson Stamp indicated there would be a time for public comments regarding non-agenda items at the end of the meeting; however, he would be happy to recognize speakers for brief comments during regular Agenda Items.

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THIRD ORDER OF BUSINESS **Consideration of Minutes**

July 15, 2021, Regular Meeting Minutes

Chairperson Stamp asked if there were any additions or corrections to the Minutes; hearing none, he called for a motion.

On MOTION made by Mr. Tom Kleck, seconded by Mr. Ron Miller, and with all in favor, the July 15, 2021, Regular Meeting Minutes were approved.

FOURTH ORDER OF BUSINESS **Consideration of Replacement**

Consideration of Replacement Member for Seat 1

- I. Oath of Office**
- II. Form 1 – Statement of Financial Interest**
- III. Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees**

Mr. Ward: You are filling Mr. Miller’s Seat. The requirement is that the individual has to be a citizen of the United States and a resident of the State of Florida. There is no requirement at this point that the individual be a qualified elector residing within the District itself. At the next election, which will be in 2022, then the individual will need to be a qualified elector. The way this procedure works, you will discuss the matter, and by simple motion, second, and an affirmative vote, you can appoint someone to fill the unexpired term. If they are not here, I cannot swear them in today, but I can swear them in after today’s meeting and they will be able to sit and vote at your next Board Meeting. They would have to be here in person for me to swear them in physically.

Mr. Martinn Winters: I am recommending Bart Bhatla. Bart is on the call remotely and he has an extensive background in environmental engineering and land planning and so forth. He has helped me go through some of these issues and has demonstrated a willingness to serve on the Board. I think we are well-served to have somebody with his credentials on the Board going through the issues that we are going through. He fills a gap in our experience and knowledge. I recommend Bart to be a Board Member.

Mr. Tom Kleck: Bart, are you a resident of Esplanade?

Mr. Bart Bhatla: Yes. I am at Montelanico Loop. I have been here about a year and a half.

Mr. Winters asked Mr. Bhatla to introduce himself.

Mr. Bhatla: I have been in the consulting engineering business for about 40 years. I started with a company and retired with the same company, but at the time I joined the company we were only about 16 employees, and we grew to about 5,000. Fairly eminent company in the county. Roy

96 *Weston, Inc. I started as a lab director there and I basically served in many positions from Project*
97 *Manager to Project Director to VP, etc. I was in Italy about 5 years, in Milan. I started a consulting*
98 *company for the company. Then I was in Cleveland for about 4 years and ran a consulting*
99 *engineering company there. It was basically a civil engineering company, and I was the president of*
100 *the company for about 4 years. Basically, I am a problem solver. Have been and enjoy it. Have been*
101 *through all aspects of doing and managing and overseeing businesses. As for the educational*
102 *background, I am undergraduate in civil engineering, master's in public health and I have a PhD in*
103 *environmental engineering from Oklahoma State University. I kind of started in environmental*
104 *business as it was starting to take hold in the U.S.*

105
106 *Mr. Winters: You understand the nature of the permits that we are operating under and so forth?*
107 *Have you had an opportunity to look at any of those permits?*

108
109 *Mr. Bhatla: I have leafed through those as a part of the HOA engineering team. I haven't studied*
110 *them in detail, but I am fairly familiar with them, and I understand the issues on the table,*
111 *particularly the issue of transition and the deficits in the permitting requirement, etc.*

112
113 *Mr. Winters: Bart and I met, Bart was on the HOA transition committee, the engineering group, and*
114 *I was working with the CDD group and so that's how Bart and I first got together. I felt it was a good*
115 *collaboration.*

116
117 *Mr. Ron Miller: Based upon Bart's background, and his willingness to serve, based upon my*
118 *expertise, this would raise the elevation of our expertise.*

119
120 Mr. Ward asked Mr. Bhatla if he was a United States Citizen, and a resident of the State of Florida.
121 Mr. Bhatla responded in the affirmative.

122
123 **On MOTION made by Mr. Martinn Winters, seconded by Mr. Tom**
124 **Kleck, and with all in favor, Mr. Bart Bhatla was appointed to fill the**
125 **unexpired term of Seat 1.**

126
127 The Board welcomed Mr. Bhatla. Mr. Ward explained his office would forward Mr. Bhatla an Oath
128 of Office to be signed and notarized and returned to himself. He noted he would send Mr. Bhatla a
129 Guide to the Sunshine Law and Code of Ethics for Public Employees. He encouraged Mr. Bhatla to
130 review these. He explained as a public official Mr. Bhatla was required to abide by a number of
131 laws, but the Sunshine Law was the most prevalent. He stated the Sunshine Law prohibited
132 communication between Board Members outside of publicly noticed meetings regarding anything
133 which could possibly be Board related CDD business. He discussed ethics violations and indicated
134 Mr. Bhatla was welcome to reach out to himself (Mr. Ward) or Mr. Woods with any questions.

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137 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2021-8

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139 **Consideration of Resolution 2021-8, a Resolution of Board of Supervisors of the District Re-**
140 **Designating the Officers of the District**

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142 Chairperson Stamp noted Mr. Bhatla could be added as an Assistant Secretary and the remaining Board
143 Members could keep their current officer's positions. The Board agreed.

144
145 **On MOTION made by Mr. Tom Kleck, seconded by Mr. Ron Miller, and**
146 **with all in favor, Resolution 2021-8 was adopted, and the Chair was**
147 **authorized to sign.**

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150 SIXTH ORDER OF BUSINESS

Staff Items

151 I. District Attorney – Woods, Weidenmiller, Michetti, & Rudnick

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154 **a. Notice to TM on Forge Report –There are two letters, one for the MRI report item and one for**
155 **the lake banks/littoral shelves**
156 **b. Arbitration Hearing: January 18, 2022, at 9:30 a.m.**

157
158 *Ms. Jessica Tolin: Where we are in the litigation currently is the discovery process. We had a*
159 *deposition of Tim Hall. There is a second deposition day in the works of being scheduled, a couple*
160 *discovery requests that we're responding to, and currently there is consideration of a potential*
161 *amendment to address certain issues with the lakes.*

162
163 Chairperson Stamp asked about the Arbitration Hearing.

164
165 *Ms. Tolin: There is a nonbinding arbitration that a representative of the Board would need to*
166 *attend. It is just a one-day event. Generally. I don't anticipate it being longer than one day for*
167 *this one. All sides would essentially present their case before the arbitrator. The arbitrator would*
168 *in turn award, the award would be sealed. It would not be presented to the court until it needed to*
169 *be and there are some legal implications from the award that we could get into. Everyone should*
170 *just be aware that there is an arbitration that is occurring.*

171
172 Chairperson Stamp asked about the two letters.

173
174 *Ms. Tolin: There were letters that were sent to Taylor Morrison's attorneys previously on the lakes*
175 *as well as enclosing a copy of the Forge Report on those conditions.*

176
177 *Chairperson Stamp: That's the one that went some time ago.*

178
179 *Ms. Tolin: Correct. To date there has not been a substantive response from Taylor Morrison to*
180 *address those issues.*

181
182 *Mr. Miller: This arbitration hearing, the judge is not aware of what comes out of it?*

183
184 *Ms. Tolin: Correct. The judge would not see the award unless there was need.*

185
186 *Mr. Miller: And with respect to letters that have gone to Taylor Morrison about the drainage*
187 *system and so forth, they have not responded to our letters.*

188

189 *Ms. Tolin: There was a response that essentially said they were looking into it, but there has not*
190 *been any response indicating that there would be repairs or any sort of remedial action taken to*
191 *substantively address the issues.*

192
193 *Mr. Miller: Before we spend a dime on anything, should we send Taylor Morrison one further*
194 *letter that essentially says your nonresponse is compelling us to take actions?*

195
196 *Ms. Tolin: There is another type of letter that will be sent pertaining to particularly default items.*
197 *That is a direct that we can work with Zack on.*

198
199 *Chairperson Stamp: And we have already spent a considerable amount of money trying to cure*
200 *some of these things because we are concerned about the rainy season and the impact that not*
201 *fixing them would have.*

202
203 *Mr. Miller: I just want to be certain we have Taylor Morrison on notice that they put us in a corner*
204 *and are compelling us to spend money.*

205
206 *Chairperson Stamp: That would be a 558 letter?*

207
208 *Ms. Tolin: That would be the notice letter with respect to anything considered a construction*
209 *defect at this point.*

210
211 **II. District Engineer - Calvin, Giordano & Associates**

212
213 **a. Preserve Tree Removal Process**

214 **b. Stormwater System Repairs**

215 **(i) Broad Crested Weir**

216 **(ii) Sediment and Debris Removal**

217
218 *Mr. James Messick: I put together the report for this meeting. It is pretty brief, but I will go*
219 *through it. There are two items I want to discuss. The first is the preserve tree removal. Our*
220 *landscaping architect and arborist Mike Connor (ph) who you met a couple months ago has*
221 *completed his initial investigation, has walked around the site, identified, and logged all of the*
222 *trees that he feels could potentially fall into and affect any public use areas, such as sidewalk,*
223 *golfcart paths, and perimeter walking/biking trails. He is preparing a full report for the Board,*
224 *and I will include it in my Engineer's Report for next month and if you would like we can have him*
225 *come and discuss with you and go through it with you. I think we can coordinate that and then*
226 *he will be able to prepare and submit to South Florida Water Management District for approval*
227 *to go through with removal or felling of dead trees.*

228
229 *Chairperson Stamp: Do you anticipate we will have the report before our meeting? If we have it*
230 *before we can determine if we need to have him present. I don't want to waste his time.*

231
232 *Mr. Messick: I will reach out to him. I know we try to get this Engineer's Report in Jim's hand a*
233 *couple weeks in advanced. I will find out from him by the end of this week if that is possible. If*
234 *so, I will have it included in the report and you can let me know if you would like him to be in*
235 *attendance.*

236

237 *Mr. Miller: Do we think at this point what we are talking about is extensive or just minor?*

238

239 *Mr. Messick: He said it was more extensive than what he thought. It took him more than what*
240 *he thought, but he was able to finish his first walkthrough and he said there were more trees. He*
241 *said it was obvious this hasn't been done before and this first time around will be pretty*
242 *extensive. He said we can certainly go through and address this in phases, get the more critical*
243 *areas first, and then work from there. He will be prepared to talk about that.*

244

245 *Mr. Kleck: Is his report going to cover just the preserves or the trails as well?*

246

247 *Mr. Messick: Both.*

248

249 *Mr. Kleck: I'd like to get an update on what needs to be done to put the trails back in A1*
250 *condition.*

251

252 *Mr. Messick: Okay. In regard to the dead trees that are near them?*

253

254 *Mr. Kleck: In regard to the trees that are blocking and coming in, the grass that is growing over*
255 *the trails. My wife drives those trails everyday on her bike and she says they look like crap. So,*
256 *my question would be are they going to be responsible for those as well?*

257

258 *Mr. Ward: Are you talking about the trails inside the preserve?*

259

260 *Mr. Kleck: Yes.*

261

262 *Mr. Ward: His initial report is only for tree removals. We are not addressing the trails within the*
263 *preserve areas.*

264

265 *Mr. Kleck: Okay.*

266

267 Chairperson Stamp asked about the stormwater system repairs.

268

269 *Mr. Messick: We were able to get quotes for both phase 1 and 2. Those were the immediate*
270 *items of importance that we wanted to address ASAP. The broad crested weir to the south and*
271 *the sediment and debris removal. We were able to start construction/restoration and debris*
272 *removal earlier this month on September 8. They anticipate the length of construction to take a*
273 *month to a month and half. They started on the control structures of lake 1, 2 and 5A. They are*
274 *moving along a little slower than we would like. I think they are going to get a second team in to*
275 *finish in the time frame they estimated. I will be coordinating with them to make sure that*
276 *happens. The phase 1 broad crested weir was also contracted to MRI and that was a little bit*
277 *behind the sediment and debris removal portion, but they are going to start on the 27th now.*
278 *They think it is only going to take a couple days in the field, so once they get started, they will*
279 *have their specialized equipment on site. They will be able to bring the rock and rip rap to the*
280 *site and get it staged and set up and finalized by the end of this month.*

281

282 *Mr. Winters: How much of this is considered remedial and how much is considered routine*
283 *maintenance. Is this all remedial work that should have been done?*

284

285 *Mr. Messick: I would have liked to see the original design have some of this incorporated into it,*
286 *so I can't say this is maintenance. We let it slip a little bit to the point where it got to be a little*
287 *bit more erosion than what we would like. I couldn't tell you if that happened in one rainy*
288 *season or if it happened over years of erosion. I think once we get this addressed the continual*
289 *maintenance will be much easier and little to none actually once we get the rip rap installed.*

290
291 *Mr. Winters: I guess what I'm getting at is, we have got an MRI condition report which showed*
292 *the status of the lakes and drainage systems at turnover, which showed a lot of this work*
293 *needing to be done which wasn't done, and I am questioning whether we should be keeping tabs*
294 *on how much we are spending on all of this to include in our claim.*

295
296 *Mr. Ward: We are going to keep tabs on all of it and that will be provided to Jessica and Greg,*
297 *and they will be the two who can decide on what to do with it at that point.*

298
299 *Chairperson Stamp: Part of it will be routine maintenance and part of it will be deferred*
300 *maintenance that they should be liable for. Jessica, do you have everything you need for the*
301 *bridge/railing?*

302
303 *Ms. Tolin: Those were also included in the prior (indecipherable).*

304
305 *Mr. Messick: The only other thing in my report that changed from the last time is I did include*
306 *the pass-through weir detail that they used. It shows the rip rap both in plan view and detail*
307 *view and outlines what they will be constructing in case you had any questions about that.*

308
309 **III. District Manager – JPWard & Associates, LLC**

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311 **a. Financial Statements for period ending July 31, 2021 (unaudited)**

312 **b. Financial Statements for period ending August 31, 2021 (unaudited)**

313
314 *Chairperson Stamp: I would like you to walk us through this fiscal year which is about over and the*
315 *next fiscal year. We're getting a lot of expenses that were unanticipated, so just give us a general*
316 *overview.*

317
318 *Mr. Ward: Our budget is in essence \$680,000 dollars in the current year, both revenue and*
319 *expenditures. We will either meet or slightly exceed that amount of expenditures in the current*
320 *fiscal year. If you recall, a part of the revenue stream we are using is \$100,000 dollars of our cash*
321 *balance from last year, so our cash balances will drop down into the \$210,000/\$220,000 dollars*
322 *range before we go into our 2022 year. Obviously, the big expenditures are the legal fees, the*
323 *cleanout for the drainage system and the weir structure. The issue going into 2022 we will have to*
324 *consider is we will no longer have cash available that we can use to fund our budgets for 2023, so*
325 *we already will have a large deficit. You have \$400,000 dollars plus maintenance on these littoral*
326 *shelves and lake banks. If that is not repaired, it will need to be dealt with. Plus, we will need to*
327 *get whatever our operating costs are and any legal fees going into the 2022/2023 year. We will*
328 *have a very difficult budget process in 2023. It will be a different 2022 trying to keep expenditures*
329 *in line with the same budget that we have in the current year knowing the cash position is starting*
330 *to get low.*

331
332 *Mr. Kleck: The reason for this is the amount of work that Taylor Morrison has left for us to do?*

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Mr. Ward: It is twofold. One, it's obviously the legal fees associated with all of this. We are at \$110,000 dollars in legal fees as of the end of July and we are running \$10,000 to \$15,000 dollars per month at this point on legal fees and court reporters and stuff like that. We had almost \$100,000 dollars we are spending this month alone on cleaning out the drainage pipes and the weir structure repairs. Those are very big budget expenditures in a very short period of time.

Mr. Kleck: What is the projected time frame where we could possibly see some kind of a settlement if it comes to that.

Ms. Tolin: Right now, we are on the settlement front. It's hard to say.

Chairperson Stamp: What's our likely trial date?

Ms. Tolin: Off the top of my head, I don't recall exactly when we are set for trial, or at least the trial docket that we are on. Generally speaking, it takes 2 years from the date of filing, so it would be likely next year.

Mr. Ward: For some reason I remember Greg saying it would be the fall of next year.

Ms. Tolin: There would eventually be a mediation that would happen, and so there is an opportunity there depending on negotiations.

Mr. Kleck: That was one of the big issues. They've left us no kind of escrow money to work on.

Mr. Ward: You are correct. From a monetary sense. Going into the next year we are going to have a very big financial increase in our budgets in order to meet the operating requirements of the District on a going forward basis for what we need to do, just under general operations. And I can already tell based upon what we had budgeted for operations, even though we didn't do it, it is woefully inadequate to operate this District on a going forward basis. I had mentioned to Zack I think we are going to start the budget process earlier than we normally do and have to work our way through this process next year.

Chairperson Stamp: Part of that will be phasing in the fencing and pipes and other things. Even if we settle with Taylor Morrison, that's going to be a year or more down the road, so we are going to have to get two budget cycles with the assumption there is not going to be penny. And if there is then it's good, but we cannot assume that.

Mr. Ward: Maintenance of the lake banks, the littoral shelves, once we spend the \$400,000 dollars, assuming that's the right number, we are going to have to take over the maintenance of that at that point. We can't let that kind of investment go without being maintained in a proper manner. The preserves, obviously whatever we decide to do, the tree removal, the fencing issues, as you call them the trailways within the preserves, nothing is being maintained and I am realizing now, the more we get into this, we have a very big nut to crack.

Mr. Winters: On a routine maintenance basis, how much would you say we were short? Do you have an estimate?

381 *Mr. Ward: I have no idea. I am going to tell you it is going to take Jimmy and I probably two*
382 *months to put something together that is even reasonable on this kind of a District. Now that I*
383 *think we are all really understanding the level of maintenance that's even needed on this project.*
384 *It is not in the HOA's budget either, so we are going to have to just take this on.*

385
386 *Mr. Bhatla: Have we taken the ownership of the lakes?*

387
388 *Mr. Ward: Some of the lakes are owned by the CDD. Some of them have fee title ownership to the*
389 *HOA, but the District has an easement to all of the water management system.*

390
391 *Mr. Bhatla: The lakes are still under a provisional permit. In other words, they are not approved*
392 *by the County as to be in a state to be issued a permit. If we don't have the ownership of the lakes,*
393 *anything we are spending is in anticipation. I think that's the responsibility of Taylor Morrison. I*
394 *just wondered why we are starting to maintain them and not the owner of the property so to say.*

395
396 *Mr. Ward: Within the context of the regulatory environment, there are construction permits from*
397 *the regulatory agencies, whether that is South Florida Water Management District or Collier*
398 *County. Obviously there have been significant issues about whether the County or South Florida*
399 *will or has already accepted those permits to be in compliance with those construction permits.*
400 *There are now also operating permits from South Florida Water Management District, none are*
401 *required from Collier County. Those operating permits have been transferred into the name of*
402 *both the CDD and I believe the HOA is also a co-permitee on those operating permits. Now, both*
403 *the CDD and the HOA have the responsibility for the maintenance of the system itself. Separate*
404 *and apart from whether there are any deficiencies in the system itself is a separate legal matter*
405 *that is being dealt with, but we do have a requirement, whether it is the CDD or the HOA, but the*
406 *community as a whole, both of us combined, have a responsibility to maintain that system.*

407
408 *Mr. Bhatla: Have you talked to the County relative to the bonds that they have?*

409
410 *Mr. Ward: Yes, that was not a particularly fruitful discussion. The County has basically indicated*
411 *at this point that they don't want to get in the middle of a discussion between this District and*
412 *Taylor Morrison as far as they were concerned, and they have basically said they are acceptable to*
413 *us as the County from a construction perspective.*

414
415 *Mr. Winters: A letter was sent to the County showing them the engineering reports that were*
416 *done and the work that was not done by our law firm, asking the County to weigh in on why these*
417 *performance bonds were being released. And that was the response that we basically got back*
418 *was that as far as they are concerned, they met all the requirements.*

419
420 *Mr. Bhatla: My understanding was about 6 months ago I was informed by Taylor Morrison that*
421 *they had an engineer engaged who was looking into all the deficiencies pointed out by the County,*
422 *and they were going to prepare a report which would indicate that everything has been*
423 *completed. I don't know if that report was ever issued to the County in order to obtain the permit,*
424 *because everything was on a provisional basis. It seems like that event has occurred. Has anybody*
425 *seen that report?*

426
427 *Mr. Ward: I can tell you from my office, no, we have not seen it.*

428

429 *Ms. Tolin: I don't believe I have seen that report either. I will say though, in the discovery process,*
430 *in the litigation, we received numerous documents from Taylor Morrison. It is possible it is in that*
431 *production set, and I have not gotten to it yet. We may have it. In any event, with a 558 notice*
432 *you can also request documents including any sort of reports, so that is something we can also*
433 *request and try to get from them if not.*

434
435 *Mr. Bhatla: Is arbitration the way to go? Is that the requirement in the contract?*

436
437 *Ms. Tolin: The arbitration that we would be participating in for this case was ordered by the judge*
438 *for us to attend.*

439
440 *Mr. Bhatla: It is a boatload of money we are spending which is the responsibility of Taylor*
441 *Morrison. So, we did have a meeting with the County face to face and that's how it came out?*

442
443 *Ms. Tolin: There was a letter sent from our firm on behalf of the CDD to the County. Basically, as*
444 *Martinn was explaining, including the Survey, comparing that with the Waldrop Engineering*
445 *Survey, and the County responded.*

446
447 *Mr. Bhatla: I'm not very comfortable that everything has been done, because it's an awesome*
448 *responsibility for us to assume all the expense because the regulatory agency is in the middle of it.*
449 *They can't walk away from it. It seems to be that way.*

450
451 *Chairperson Stamp: Bureaucrats can always come up with reasons not to do things. Having been*
452 *one I can tell you that. It's always easy to figure out a reason not to do something.*

453
454 *Mr. Bhatla: I kind of feel like we need a meeting with the County face to face and invite also Taylor*
455 *Morrison if they want to come. It won't be a legal meeting. It will be a technical meeting. We*
456 *want to understand what their complete decision-making process is because I think the legal*
457 *avenue is fine, but that is very costly and the results will be achieved in I don't know how long, and*
458 *I am kind of hoping that we might have a short cut here. At least we need to explore it. We*
459 *should not take on all the responsibility and the expenditure. True we will have a legal fight, but*
460 *before that, if we can do something, and we can agree on an escrow with Taylor Morrison and we*
461 *can have an engineering consultant acceptable to both parties we could do the work on that basis.*
462 *At least I feel like we need to explore this. It is not very costly to meet with the County and have*
463 *that discussion, and also have them on record that they have followed proper procedures. There*
464 *are basically three regulatory agencies involved here, including the Corp.*

465
466 *Mr. Kleck: I think if the County already responded to that letter -- Is that what you're telling us*
467 *Jessica? That they wouldn't change their ideas or their mind?*

468
469 *Mr. Winters: Tom Conricode introduced me to the supervisor of the fellow who responded in the*
470 *letter. Jeff McGenna (ph). I was supposed to have a call with him and his staff before I went out of*
471 *town and we were never able to hook up, but he indicated a willingness to talk to me about this*
472 *issue and before he and I could talk, the letter came back from the head of inspections for Collier*
473 *County telling us basically he was satisfied with the conditions, and it was our problem. I think we*
474 *could probably circle back with his supervisor and say we would like to appeal that decision and I*
475 *would be happy to be a part of it, but we have all of these sunshine rules about how much we can't*
476 *talk to each other before meetings like that occur, which would mean either one of us shows up at*

477 *that meeting or all of us shows up at that meeting, so mechanically, logistically, there is difficulty*
478 *in setting that meeting up and who is going to be at that meeting and who is going to be the*
479 *spokesperson. I'd be happy to be a representative to the County, but I think Bart is probably a lot*
480 *more qualified than I am. If there was a way that more than one of us could meet with the County,*
481 *I would be happy to do it. I just don't know how you would manage it between meetings.*

482
483 *Mr. Ward: It's not possible.*

484
485 *Mr. Bhatla: I am not completely familiar with the Sunshine Laws, but can we use our engineer to*
486 *have a conversation between you and me and other Board Members?*

487
488 *Mr. Ward: You cannot do that. That is a blatant violation of the Sunshine Law.*

489
490 *Mr. Bhatla: How do you protect your interests then if you cannot talk to each other?*

491
492 *Chairperson Stamp: You have to do it in an open meeting format like this.*

493
494 *Mr. Bhatla: I would like to meet with the County and make sure we have followed all their*
495 *procedures and we want to go to as high up as we need to go in the county. This is a matter of*
496 *several million dollars, and we have a responsible party who has the obligation and there is some*
497 *record of that also. How do we put our heads together on this?*

498
499 *Mr. Miller: I'm glad to hear Bart is bringing this up for more discussion. It seems to me there is a*
500 *possible workaround to meet with the right person in the County if they were willing to help us.*
501 *We could have a Board Meeting and invite the person in the County we wish to speak with to*
502 *attend the Board Meeting. With the performance bonds, I have always found this confusing, here*
503 *is what I think, when standing in the shoes of the insurance company who has issued these bonds,*
504 *and the insurance company's obligation is to step in and finish completion of uncompleted work by*
505 *a developer, so if a developer walks away and doesn't complete the project, then the insurance*
506 *company would be held accountable to do so. If there is work that is uncompleted, the*
507 *performance bonds would come into play, and we should be filing a claim with the insurance*
508 *company. On the other hand, if the work has been completed, that doesn't mean it doesn't have*
509 *deferred maintenance. That's a whole different subject that the project could be technically*
510 *completed, and the performance bonds could be released, but that still doesn't take off the table*
511 *the fact that it has been turned over to us with maintenance that has not been done for the last*
512 *five years, and that should be part of what we are going to have to catch up on, and that's what*
513 *we would be going after Taylor Morrison for in addition to what we have already gone after them*
514 *for.*

515
516 *Mr. Bhatla: You are right. I was thinking the lakes and littorals were all owned by Taylor*
517 *Morrison, and they are under a provisional permit. Recently, about a year ago, the County came,*
518 *and they surveyed every lake and they pointed out the deficiencies. All of those were basically*
519 *journalized by Taylor Morrison and they had an engineer have everything to be completed and*
520 *then prepare a report that everything has been completed according to the requirement of the*
521 *County and that will then serve as a basis for issuing a permit and release of the bond. If that*
522 *process has not been done and we have assumed the responsibility of what the scheme is then. If*
523 *the new owner knowingly has assumed the responsibility the regulatory agency will go after the*
524 *new owner. If the new owner is not willing to do it, they have to go back to Taylor Morrison. I*

525 *don't know if we have assumed the responsibilities of the lakes for the provisional permit, then*
526 *knowingly we are agreeing to the expense to bring it to a level where it can be permitted. That is*
527 *the part of the discussion that I think we need to have with the County. Where is the report which*
528 *says everything has been completed? The report has to be an independent consultant report, not*
529 *based on their feeling. There is a very defined process, and we would like to see if the process has*
530 *been followed or not. How we do this under the Sunshine Law I don't know yet, but I think we will*
531 *figure out a way.*

532
533 *Chairperson Stamp: You could certainly talk to the County. There is nothing to prohibit you as a*
534 *resident.*

535
536 *Mr. Bhatla: We want to talk to the County and want to get from them that they have followed the*
537 *process, where is the completion report, etc.*

538
539 *Mr. Winters: Could I get Tom Conricode to introduce Bart to the supervisor at the County?*

540
541 *Chairperson Stamp: Yes.*

542
543 *Mr. Bhatla: I would like to do that. I would like to understand where they are at. At least we*
544 *could get the background. I don't have the complete background. I was involved from the HOA,*
545 *and I did talk to Taylor Morrison, and they told me all this, that they have an engineer who is*
546 *preparing a completion report. And now I understand we already own the lakes and that makes a*
547 *difference. I think we are also a governmental body. It is not anything that the County can ignore.*
548 *We have a strong standing there to talk to them on that basis.*

549
550 *Chairperson Stamp: I think Martinn has given us the way forward, to introduce you and then you*
551 *can follow up with the County.*

552
553 *Mr. Winters: I think Bart will know better what questions to ask than I would. He has been*
554 *through this before, so what I propose to do is have Tom Conrico set up an introduction between*
555 *that supervisor and Bart.*

556
557 *Chairperson Stamp: Anybody but another Board Member can go with you to the meeting. Mr.*
558 *Messick can go with you. You cannot have two Board Members there.*

559
560 *Mr. Messick: Collier County Property Appraiser lists the preserves owner as Flow Way CDD. The*
561 *tracts for the preserves, internal and external, state the owner is Flow Way CDD, but the lakes all*
562 *say Esplanade Golf and Country Club of Naples. Is that title for the HOA or for the CDD?*

563
564 *Mr. Ward: That's the HOA and the District has easements over top of all of that.*

565
566 *Mr. Messick: So, the actual land is not owned by the CDD, there is just an easement that we are*
567 *able to maintain that system.*

568
569 *Mr. Ward: We own it, operate it, and maintain it.*

570
571 *Mr. Miller: Can the Board Member meet with the County and then come back to a Board Meeting*
572 *and present the discussions he had with the County?*

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Mr. Ward: Yes, sir.

SEVENTH ORDER OF BUSINESS

Old Business

- I. Agreement with Master Homeowner’s Association and District (Continuing Item)**
- II. Discussion of Future Funding of Preserve Mitigation and Maintenance (Continuing Item)**

Chairperson Stamp: This is on here in case anything has changed, and I don’t think anything has changed with these items.

EIGHTH ORDER OF BUSINESS

Audience Comments

Audience Comments: Public comment period is for items NOT listed on the Agenda, comments are limited to three (3) minutes per person, 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

Chairperson Stamp asked if there were any audience comments.

Mr. Ed Staley: I understand the whole idea of the easement and maintenance system and all that, but I was always under the impression that the fee simple ownership of the lakes continued to be with Taylor Morrison. Am I being told that they have fairly recently, the documentation has been filed, so that ownership has indeed been transferred?

Mr. Ward: I have no reason to believe what Mr. Messick said would be untrue or wrong, so apparently, they have transferred the underlying title to the HOA at this point, which I was not aware of either.

Mr. Staley: Could you read how it is titled again?

Mr. Messick: It is titled Esplanade Golf and Country Club of Naples, tract L21, for this particular tract.

Mr. Staley: I believe that’s the legal entity of Taylor Morrison for the development of this subdivision.

Mr. Messick: The next one says Esplanade Golf and County Club of Naples Incorporate, 28100 Bonita Grand Drive Ste 201.

Ms. Tolin: There is Taylor Morrison Esplanade Naples LLC, I think is the name, and that is one of the developer’s entities of Taylor Morrison and one of the defendants in the lawsuit. The Esplanade Golf and Country Club, Inc., is the HOA’s legal entity.

Mr. Miller: I'm not happy about this, but I'm not surprised, we went through turnover this year, and at turnover time Taylor Morrison would have deeded over to the HOA everything, including this, as part of the turnover process, correct? I'm hearing that the HOA now owns the lakes, and I'm not surprised because Taylor Morrison’s required to turn over everything.

621 *Ms. Tolin: Is that something that (Indecipherable 59:44).*

622

623 *Mr. Messick: The date of sale was December 21, 2020, for all the lake parcels.*

624

625 *Mr. Staley: With respect to the trails, I thought the trails were outside of the preserve. So, some portions*
626 *of the trails are within the preserves? I thought there were a tiny number of trails within the preserves,*
627 *but they were being redirected or something. Do we still have a reasonable length of trails inside the*
628 *preserves?*

629

630 *Mr. Messick: When I'm talking about tree removal, I'm not talking about internal to the preserves. I*
631 *thought you were talking about the trail walking path external of the whole community. Our report of*
632 *the dead and fell trees are going to be just on the outside of the preserves near external sidewalks, ride-*
633 *ways, public areas, not inside the preserves.*

634

635 *Mr. Staley: When you were talking about it, Mr. Kleck followed up talking about the condition of the*
636 *trails themselves, and I just wanted to make clear that those trails, or the work that you're doing, the*
637 *trails are not within the preserves.*

638

639 *Chairperson Stamp: The asphalt trails belong to the HOA.*

640

641 *Mr. Miller: That is my belief, that the asphalt trails are external to the preserves.*

642

643 *Mr. Kleck: That is why Taylor Morrison moved that trail and the bridge, to get them out of the preserves.*

644

645 *Mr. Winters: It is my understanding from the last meeting that the performance bonds have been*
646 *transferred to the HOA. Should we have a discussion about what that means or table that for another*
647 *meeting.*

648

649 *Chairperson Stamp: I know our legal team is talking about it, and we can't illuminate the subject until*
650 *they are done talking about it.*

651

652 *Mr. Winters: Does that mean that we basically owe the money to ourselves?*

653

654 *Ms. Tolin: It means that the HOA is currently the principal on the bonds. So, if you were looking to find*
655 *any sort of notice of default under the bonds, technically as the principal, the HOA is now the party that*
656 *would have to address the defaults and so it would not go against Taylor Morrison at this point.*

657

658 *Mr. Winters: And the law allows them to do this apparently.*

659

660 *Chairperson Stamp: I questioned it at the time, and I still question it.*

661

662 *Mr. Miller: I don't understand this discussion. I would find it too hard to believe that performance bonds*
663 *could be transferred to the ownership of the HOA without the permission of the insurance company who*
664 *issued the bonds.*

665

666 *Chairperson Stamp: I agree. I thought this smelled from the beginning, but I know they were talking*
667 *about it, and Taylor Morrison agreed to continue to pay the premiums on a policy they no longer own.*
668 *This all –*

669
670 *Mr. Miller: That doesn't make any sense. The insurance company has to agree to that. You can't just do*
671 *that.*

672
673 *Chairperson Stamp: I agree with you.*

674
675 *Mr. Kleck: They don't care where the premiums are being paid from, I bet.*

676
677 *Chairperson Stamp: Anyway, we know it's an issue.*

678
679

NINTH ORDER OF BUSINESS

Announcement of Next Meeting

680
681
682 **October 21, 2021, at the Esplanade Golf and Country Club, 9810 Torre Vista Lane, Naples, Florida**
683 **34119**

684
685 *Chairperson Stamp: The next meeting will be on campus so to speak, at Esplanade, in the Culinary*
686 *Center on October 21, 2021, at 1:00 p.m. Just wanted to put people on notice we are changing that*
687 *location and you might have noticed the Agenda has changed somewhat in format. We have page*
688 *numbers to refer to documents. If anybody has any further suggestions, please let Jim know. We have*
689 *added a new item, asking Board Members if they are going to be there on the 21st.*

690
691

TENTH ORDER OF BUSINESS

Quorum Call

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693
694 **Quorum Call for October 21, 2021**

695
696 *Mr. Ward took a quorum call and all Supervisors plan to be in attendance at the next meeting, save Mr.*
697 *Martinn Winters.*

698
699

ELEVENTH ORDER OF BUSINESS

Adjournment

700
701
702 *Chairperson Stamp adjourned the meeting at approximately 2:15 p.m.*

703
704

On MOTION made by Mr. Tom Kleck, seconded by Mr. Martinn Winters, and with all in favor, the Meeting was adjourned.

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707

ATTEST:

Flow Way Community Development District

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709

710
711 _____
James P. Ward, Secretary

710
711 _____
Zack Stamp, Chairperson

**AMENDMENT TO
AGREEMENT FOR AUDITING SERVICES**

THIS AMENDMENT TO AGREEMENT FOR AUDITING SERVICES ("Amendment") is made and entered into as of October 1, 2021, and is by and between:

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located at c/o JPWard & Associates, LLC 2301 NE 37th Street, Fort Lauderdale, Florida 33308 ("**District**"); and

GRAU & ASSOCIATES, INC., a Florida Corporation, whose mailing address is 951 Yamato Road, Suite 280, Boca Raton, Florida 33431 ("**Auditor**").

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, because the District had a need to retain the services of the Auditor, on or around September 5th, 2019, the District and Auditor entered into the *Agreement for Auditor Services ("Agreement")*; and

WHEREAS, Section 7.18 of the Agreement provides that the Agreement may be amended by an instrument in writing executed by both the District and the Auditor; and

WHEREAS, the parties desire to amend **Exhibit A** of the Agreement to reflect an increase in compensation to the Auditor due to the complexity of the services rendered; and

WHEREAS, each of the parties has the authority to execute this Amendment and to perform its obligations and duties hereunder, and each of the parties has satisfied all conditions precedent to the execution of this Amendment so that this Amendment constitutes a legal and binding obligation of each of the parties hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District agree as follows:

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Amendment.

SECTION 2. **Exhibit A** of the Agreement is hereby amended to adjust the compensation on a going forward basis:

Year Ending September 30	Fee
2021	\$5,500
2022	\$5,600
2023	\$5,700

SECTION 3. Except as specifically amended above, the Agreement shall remain in full force and effect, unaltered by this Amendment.

IN WITNESS WHEREOF, the parties execute this Amendment the day and year first written above.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

Chairman, Board of Supervisors

GRAU & ASSOCIATES, INC.

By: _____
Its: _____

Agreement for Auditing Services

**AGREEMENT
BETWEEN THE
FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
AND
GRAU AND ASSOCIATES
FOR
PROFESSIONAL AUDITING SERVICES**

This Agreement, is made and entered into the 22nd day of August, 2019 by and between the FLOW WAY Community Development District, a Florida municipal corporation, (“DISTRICT”), and Grau and Associates (“AUDITOR”) for the audit of the DISTRICT’S financial statements for the fiscal year ending September 30, 2019 and for each fiscal year thereafter through September 30, 2023.

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 2019 and for each fiscal year thereafter through September 30, 2023, 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 July 3, 2019, (“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, 2023, 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 15th 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:

Grau and Associates
951 Yamato Road, Suite 280
Boca Raton, FL 33431

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:

FLOW WAY Community Development District
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
Attention: James P. Ward, District Manager

With a Copy to:

Coleman, Yovanovich & Koester, P.A.
Northern Trust Building
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attention: Mr. Greg Urbancic, District Attorney

As to Auditor:

Grau and Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431
Attention: Mr. Antonio J. Grau, Partner

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 "B" 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 Collier 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.

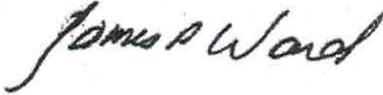
7.25 Survival Of Provisions. Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by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

AGREEMENT BETWEEN THE DISTRICT AND GRAU AND ASSOCIATES 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 22nd day of August, 2019; and Grau and Associates authorized to execute same, through its Partner (Antonio J. Grau).

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:



James P. Ward, Secretary

By: 
Andrew Miller, Chairman

22nd day of August, 2019

WITNESS:


Elizabeth Strong
Print Name


Nancy Romero
Print Name

AUDITOR

Grau and Associates

By: 
Print Name: Antonio J. Grau
Title: Partner
22nd day of August, 2019

EXHIBIT A

**FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL AUDITING SERVICES**

July 3, 2019

Prepared by:

***JPWard & Associates, LLC
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334***

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

E-mail: JimWard@JPWardAssociates.com

Phone: (954) 658-4900

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**FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
(Hereinafter called "District")
REQUEST FOR PROPOSALS**

I. PROPOSAL REQUIREMENTS

A. Legal Notice

The FLOW WAY 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, 2019** and in the sole and absolute discretion of the District for each fiscal year thereafter through **September 30, 2023**.

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 **11:00 a.m., on July 31, 2019, located at 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334**. 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 (7) printed Technical and Dollar Cost Proposals to be marked as follows: **"FLOW WAY Community Development District, Professional Auditing Services Proposal."**

The Technical and Dollar Cost Proposal will be opened in the Office of the District Manager at **11:00 a.m., on Wednesday, July 31, 2019**.

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 September 2019. Following the notification of the selected firm, it is expected a contract will be executed by the end of September 2019.

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 15th 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 30th 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 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.**

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.

Fiscal Year 2019	_____
Fiscal Year 2020	_____
Fiscal Year 2021	_____
Fiscal Year 2022	_____
Fiscal Year 2023	_____
TOTAL ALL YEARS	_____

APPENDIX B

AUDITOR RANKING FORM

INCLUDED AT END OF RFP

APPENDIX C

Agreement for Auditing Services

**AGREEMENT
BETWEEN THE
FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
AND

FOR
PROFESSIONAL AUDITING SERVICES**

This Agreement, is made and entered into the ___ day of _____, 2019 by and between the FLOW WAY 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, 2019 and for each fiscal year thereafter through September 30, 2023.

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 2019 and for each fiscal year thereafter through September 30, 2023, 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, 2023, 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 15th 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:

FLOW WAY Community Development District
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
Attention: James P. Ward, District Manager

With a Copy to:

Coleman, Yovanovich & Koester, P.A.
Northern Trust Building
4001 Tamiami Trail N., Suite 300
Naples, Florida 34103
Attention: Mr. Greg Urbancic, District Attorney

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 Collier 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 _____, 2019; and _____ authorized to execute same, through its _____.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

By: _____
Andrew Miller, Chairman

James P. Ward, Secretary

____ day of _____, 2019

WITNESS:

AUDITOR

Print Name

By: _____
Print Name: _____

Title: _____
____ day of _____, 2019

Print Name

Flow Way Community Development District

Analysis of Auditor Proposals

Firm Names:	Berger	Grau	McDermitt			
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					
Total Points: Price						
Total Points: Technical/Price:						

EXHIBIT B



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services

FLOW WAY

COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: July 31, 2019 - 11:00AM

Submitted to:

Flow Way Community Development District
c/o District Manager
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334

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 / www.graucpa.com

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Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road, Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823

July 31, 2019

Flow Way Community Development District
c/o District Manager
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2019, with an option for four (4) additional annual renewals.

Grau & Associates (Grau) is pleased to respond to the Flow Way Community Development District's (the "District") Request for Proposal (RFP), and look forward to working with you on your audit. We are a team of knowledgeable professionals with extensive experience in audits for organizations just like yours, and we know how to work with you to complete an effective and efficient audit.

Since our focus is on government, we fully understand the professional services and work products required to meet your RFP requirements. Our team provided services in excess of 19,000 hours for our public sector clients last year, and we currently audit over 300 governmental entities. Our practice is unique as 98% of work is either audit or work related to government and non-profit entities.

In addition to our firm's focus, Grau & Associates is a great fit for your audit for a variety of other reasons, including:

- **Experience**

Grau is proud of the fact that the personnel we assign to your audit are some of the most experienced auditors in the field. Unlike many other firms, our auditors work almost exclusively with governmental entities, which mean they are more knowledgeable and efficient on audits like yours. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you. Also, due to Grau's very low turnover rate for our industry, you won't have to worry about retraining your auditors from year to year.

- **Service**

Our clients are pleased with the level of personalized service they receive from our talented professionals. Because of our extensive experience, we are adept at making the transition to a new firm as smooth as possible. We work with you to resolve any issues and keep in regular contact so there are no surprises when the final report delivers. In fact, your engagement team will report any potential audit adjustments to you on a regular basis so you will have adequate time to research and respond. Additionally, we have a disaster recovery plan that includes daily data back-ups and offsite file storage, so in the case of an emergency, your records would be safe.

- **Responsiveness**

We pride ourselves on our high level of responsiveness. We answer emails and telephone calls within 24 hours, and usually right away. We are always accessible to clients during business hours, and make every effort to answer any questions as they arise. Additionally, we don't just complete your audit and disappear. We understand the "big picture" and think beyond the traditional auditor's perspective. We remain in touch for the entire year, suggesting ways you can improve your District's performance, procedures and controls. We will update, advise and educate you on new or revised reporting requirements so you are sure to always remain compliant.

- **Reputation**

Our reputation in our field is impeccable. **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 have the professional staff available to perform the engagement and resources required to complete the work. We are financially stable and have never been involved in any bankruptcy proceedings.

- **Standards**

Grau & Associates is a professional association / licensed certified public accounting firm serving clients through the state of Florida. We are a member of the American Institute of Certified Public Accountants (AICPA) and the Florida Institute of Certified Public Accountants (FICPA). Additionally, individuals are members of both the (GFOA) and (FGFOA). Grau is also a member of the Governmental Audit Quality Center (GAQC). 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 provide additional information as needed. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or Racquel McIntosh, CPA (rmcintosh@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience, and look forward to serving you.

Very truly yours,

Grau & Associates



Antonio J. Grau

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 for the past five (5) years.

License to Practice in Florida

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

Firm Qualifications and Experience

Grau & Associates is a medium-sized accounting firm providing comprehensive financial and compliance auditing, attestation and accounting, and other management consulting services and we are properly registered and licensed by the State of Florida. The Partners, Consultant and Managers of Grau are members of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

Grau's Focus and Experience

- We are dedicated to serving **Special Districts**.
- We currently audit over **300 Special Districts**.
- Last year, Grau performed in excess of 19,000 **hours** of services for our Public Sector Clients under *Governmental Auditing Standards*.
- Grau currently **only** provides **audit and attestation** services principally for governmental and non-profit entities under government auditing standards. The firm and staff are 100% dedicated to the audit practice.

During Grau's history we have consistently focused on providing service to the public sector. By focusing our resources on this industry, we provide the highest level of services to our Public Sector Clients.

Grau & Associates has a total of 16 employees, 14 professional staff, including 2 *Partners* and 12 *professionals* who specialize in providing auditing, accounting, consulting, and monitoring services to the *Public Sector* and 2 *administrative professionals*. The number of professional staff by employee classification is as follows:

Team Member	Total Professional Staff	Total CPAs	Government Staff
Partners	2	2	2
Managers	4	4	4
*Advisory Consultant	1	1	1
Supervisor / Seniors	3	1	3
Staff Accountants	4	1	4
Total	14	9	14

*Part-time Employee

Compliance with Government Education Requirements

In order to maintain our high level of technical competence, we provide continuing professional education programs for all partners and professional staff members, which exceed national and state standards. **All of the audit professionals of Grau & Associates exceed the education requirements as set forth in Government Auditing Standards, published by the Comptroller General of the United States, and our continuing professional education programs ensure that all audit professionals meet the requirements to participate in audits of government agencies.**

Professional Staff Training

Partners - All of our Partners are CPA's and have diversified public accounting experience. They are responsible for overall engagement performance, policy, direction and quality control and have **far exceeded minimum CPE requirements.**

Managers - All of our Audit Managers are CPA's who have demonstrated the ability to plan audit engagements, supervise personnel and maintain frequent contact with clients. They continually upgrade their skills through the firm's continuing education programs and courses sponsored by the AICPA, FICPA and GFOA. They have **far exceeded minimum CPE Requirements.**

Seniors - All of our Seniors have a minimum of 3 years of diversified public accounting experience. They perform audits, evaluate staff, review findings and prepare audit reports. They possess the potential for upward mobility and have **far exceeded minimum CPE requirements.**

Memberships

All of the firm's CPA's are properly licensed as CPA's and members in good standing of both the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. In addition, certain firm professionals are members or have been members of the following professional groups:

- FICPA Committee on State and Local Government
- Florida Government Finance Officers Association (FGOA)
- Special Review Committee of the Government Finance Officers Association
- Florida Institute of CPA Non-Profit Conference Committee
- Florida Association of Special Districts (FASD)
- FGFOA Annual Conference Program Committee
- FASD Finance Committee
- FICPA Young CPAs Committee
- FICPA Accounting Careers Committee

In addition, we have an ongoing recruitment program that seeks only those accountants with a proven record of academic success. When we recruit at the senior and manager level, we select CPA's with proven governmental accounting and auditing experience.

Quality Control and Confidentiality

Grau participates in an external quality review program requiring an on-site independent examination of our auditing practice. Grau has consistently received an unqualified opinion on the quality of our audit practice. During our firm's last external quality control review, six audits were reviewed, including five government audits. *A copy of the report on the firm's most recent quality review can be found on the following page.*

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

Results of State and Federal Reviews

All state and federal reviews of the firm's reports and working papers have been accepted without change or revision to issued reports.



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



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

March 2, 2017

Antonio Jose Grau Jr, CPA
Grau & Associates
2700 N Military Trl Ste 350
Boca Raton, FL 33431

Dear Mr. Grau:

It is my pleasure to notify you that on March 2, 2017 the Florida Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is December 31, 2019. 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.

Sincerely,

Paul N. Brown, CPA, CGMA
Director of Technical Services

cc: Daniel Joseph Hevia, CPA

Firm Number: 4390114

Review Number: 474720

325 W. College Ave. | P.O. Box 5437 | Tallahassee, FL 32314 | (850) 224-2727 | (800) 342-3197 | Fax: (850) 222-8190 | www.ficpa.org



PEER REVIEW PROGRAM

is proud to present this

Certificate of Recognition

to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

Anita Ford, Chair
AICPA Peer Review Board
2016

Partial List of Clients

The following is a partial list of clients served and related experience:

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Aberdeen Community Development District	✓			9/30
Allen Plantation Community Development District	✓			9/30
Amelia Concourse Community Development District	✓			9/30
Amelia National Community Development District	✓			9/30
Amelia Walk Community Development District	✓			9/30
Anthem Park Community Development District	✓			9/30
Antigua at St. Augustine Community District	✓			9/30
Aqua One Community Development District	✓			9/30
Arbor Green Community Development District	✓		✓	9/30
Arbor Green Community Development District	✓		✓	9/30
Arlington Ridge Community Development District	✓			9/30
Armstrong Community Development District	✓		✓	9/30
Artisan Lakes Community Development District	✓			9/30
Asturia Community Development District	✓		✓	9/30
Ave Maria Stewardship Community Development District	✓		✓	9/30
Aventura Isles Community Development District	✓		✓	9/30
Bahia Lakes Community Development District	✓		✓	9/30
Ballantrae Community Development District	✓		✓	9/30
Ballantrae Hillsborough Community Development District	✓		✓	9/30
Coconut Cay Community Development District	✓		✓	9/30
Bartram Springs Community Development District	✓		✓	9/30
Bay Creek Community Development District	✓		✓	9/30
Bay Laurel Community Development District	✓	✓	✓	9/30
Bay Tree Community Development District	✓		✓	9/30
Bayside Improvement Development District	✓		✓	9/30
Baywinds Community Development District	✓			9/30
Beach Community Development District	✓			9/30
Beacon Tradeport Community Development District	✓			9/30
Beeline Community Development District	✓		✓	9/30
Bella Verda East Community Development District	✓			9/30
Bella Verda Lake Community Development District	✓			9/30
Bella Vida Community Development District	✓		✓	9/30
Bellagio Community Development District	✓		✓	9/30
Belmont Community Development District	✓			9/30
Belmont Lakes Community Development District	✓		✓	9/30
Bexley Community Development District	✓		✓	9/30
Blackburn Creek Community Development District	✓			9/30
Bluewaters Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Bobcat Trail Community Development District	✓		✓	9/30
Boggy Creek Community Development District	✓			9/30
Bonita Landing Community Development District	✓		✓	9/30
Bonita Village Community Development District	✓		✓	9/30
Bonnett Creek Resort Community Development District	✓		✓	9/30
Bonterra Community Development District	✓		✓	9/30
Brandy Creek Community Development District	✓		✓	9/30
Bridgewater Community Development District	✓		✓	9/30
Bridgewater of Wesley Chapel Community Development District	✓			9/30
Briger Community Development District	✓		✓	9/30
Brighton Lakes Community Development District	✓		✓	9/30
Brooks of Bonita Springs I Community Development District	✓		✓	9/30
Brooks of Bonita Springs II Community Development District	✓		✓	9/30
Bull Frog Creek Community Development District	✓		✓	9/30
Candler Hills East Community Development District	✓			9/30
Capital Region Community Development District	✓			9/30
Captain's Key Dependent District	✓		✓	9/30
Caribe Palm Community Development District	✓		✓	9/30
Carlton Lakes Community Development District	✓		✓	9/30
Cascades at Groveland Community Development District	✓			9/30
Catalina at Winkler Preserve Community Development District	✓		✓	9/30
CBL/BM Port Orange West Community Development District	✓			9/30
Cedar Pointe Community Development District	✓			9/30
Celebration Point Community Development District	✓		✓	9/30
Central Lake Community Development District	✓		✓	9/30
Century Gardens Community Development District	✓		✓	9/30
Century Gardens at Tamiami Community Development District	✓		✓	9/30
Century Gardens Village Community Development District	✓		✓	9/30
Century Parc Community Development District	✓		✓	9/30
CFM (Coolidge Fort Myers) Community Development District	✓			9/30
Chapel Creek Community Development District	✓			9/30
Champions Gate Community Development District	✓		✓	9/30
Champion's Reserve Community Development District	✓		✓	9/30
Channing Park Community Development District	✓			9/30
City Center Community Development District	✓			9/30
City Place Community Development District	✓		✓	9/30
Clearwater Cay Community Development District	✓			9/30
Coastal Lake Community Development District	✓			9/30
Coconut Palms Community Development District	✓		✓	9/30
Coconut Cay Community Development District	✓		✓	9/30
Concorde Estates Community Development District	✓			9/30
Concorde Station Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Connerton West Community Development District	✓			9/30
Copper Creek Community Development District	✓		✓	9/30
Copper Oaks Community Development District	✓		✓	9/30
Copperstone Community Development District	✓		✓	9/30
Coral Bay Community Development District	✓		✓	9/30
Coral Keys Homes Community Development District	✓			9/30
Coral Town Park Community Development District	✓			9/30
Cordoba Ranch Community Development District	✓		✓	9/30
Corkscrew Farms Community Development District	✓		✓	9/30
Coronado Community Development District	✓		✓	9/30
Cory Lakes Community Development District	✓		✓	9/30
Country Club of Mount Dora Community Development District	✓			9/30
Country Greens Community Development District	✓		✓	9/30
Country Walk Community Development District	✓		✓	9/30
Covington Park Community Development District	✓		✓	9/30
Creekside Community Development District	✓		✓	9/30
Crestview II Community Development District	✓		✓	9/30
Crestview West Community Development District	✓		✓	9/30
Cross Country Home Services Community Development District	✓			9/30
Cross Creek Community Development District	✓			9/30
Cutler Cay Community Development District	✓			9/30
Cypress Cove Community Development District	✓		✓	9/30
Cypress Grove Community Development District	✓		✓	9/30
Cypress Lakes Community Development District	✓		✓	9/30
Cypress Shadows Community Development District	✓		✓	9/30
Deer Island Community Development District	✓			9/30
Deer Run Community Development District	✓			9/30
Diamond Hill Community Development District	✓			9/30
Double Branch Community Development District	✓		✓	9/30
Dove Pond Community Development District	✓			9/30
Downtown Doral Community Development District	✓		✓	9/30
Dunes Community Development District	✓	✓	✓	9/30
Dupree Lakes Community Development District	✓		✓	9/30
Eagle Point Community Development District	✓			9/30
East Bonita Bridge Road Community Development District	✓		✓	9/30
East Park Community Development District	✓		✓	9/30
Easton Park Community Development District	✓			9/30
Enclave at Black Point Marina Community Development District	✓		✓	9/30
Encore Community Development District	✓		✓	9/30
Enterprise Community Development District	✓	✓	✓	9/30
Epperson Ranch Community Development District	✓		✓	9/30
Estancia at Wiregrass Community Development District	✓			9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Estates at Cherry Lake Community Development District	✓		✓	9/30
Estuary Community Development District	✓			9/30
Falcon Trace Community Development District	✓		✓	9/30
Fallschase Community Development District	✓		✓	9/30
Fiddler's Creek Community Development District	✓			9/30
Fishhawk I Community Development District	✓		✓	9/30
Fishhawk II Community Development District	✓		✓	9/30
Fishhawk III Community Development District	✓			9/30
Fishhawk IV Community Development District	✓		✓	9/30
Fleming Island Plantation Community Development District	✓		✓	9/30
Florida Green Finance Authority	✓		✓	9/30
Founder's Ridge Community Development District	✓			9/30
Fountainbleau Lakes Community Development District	✓		✓	9/30
Forest Creek Community Development District	✓			9/30
Gardens at Millenia Community Development District	✓			9/30
Glen St. Johns Community Development District	✓			9/30
Gramercy Farms Community Development District	✓			9/30
Grand Bay at Doral Community Development District	✓		✓	9/30
Grand Hampton Community Development District	✓		✓	9/30
Grand Haven Community Development District	✓		✓	9/30
Greater Lakes/Sawgrass Community Development District	✓		✓	9/30
Green Corridor PACE District	✓		✓	9/30
Greyhawk Landing Community Development District	✓			9/30
Groves Community Development District	✓		✓	9/30
Habitat Community Development District	✓			9/30
Hacienda Lakes Community Development District	✓		✓	9/30
Hamal Community Development District	✓		✓	9/30
Hammocks Community Development District	✓		✓	9/30
Harbor Bay Community Development District	✓			9/30
Harbour Isles Community Development District	✓			9/30
Harbourage at Braden River Community Development District	✓		✓	9/30
Harmony Community Development District	✓			9/30
Harrison Ranch Community Development District	✓			9/30
Hawk's Point Community Development District	✓			9/30
Hemmingway Point Community Development District	✓		✓	9/30
Heritage Bay Community Development District	✓		✓	9/30
Heritage Greens Community Development District	✓		✓	9/30
Heritage Harbor Community Development District	✓			9/30
Heritage Harbor at Braden River Community Development District	✓			9/30
Heritage Harbour Market Place Community Development District	✓			9/30
Heritage Harbour South Community Development District	✓			9/30
Heritage Isles at Viera Community Development District	✓			9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Heritage Isles Community Development District	✓			9/30
Heritage Landing Community Development District	✓		✓	9/30
Heritage Oak Park Community Development District	✓		✓	9/30
Heritage Park Community Development District	✓		✓	9/30
Heritage Plantation Community Development District	✓		✓	9/30
Heritage Springs Community Development District	✓		✓	9/30
Heron Isles Community Development District	✓			9/30
Hickory Hammock Community Development District	✓			9/30
High Ridge/Quantum Community Development District	✓			9/30
Highlands Community Development District	✓		✓	9/30
Hollywood Beach Community Development District	✓		✓	9/30
Homestead 50 Community Development District	✓			9/30
Hypoluxo-Haverhill Community Development District	✓		✓	9/30
Independence Park Community Development District	✓			9/30
Indigo Community Development District	✓		✓	9/30
Indigo East Community Development District	✓		✓	9/30
Interlaken Community Development District	✓			9/30
Islands at Doral III Community Development District	✓		✓	9/30
Islands at Doral (NE) Community Development District	✓		✓	9/30
Islands at Doral (SW) Community Development District	✓		✓	9/30
Islands at Doral Townhomes Community Development District	✓		✓	9/30
Isles of Coconut Cay Community Development District	✓		✓	9/30
Journey's End Community Development District	✓		✓	9/30
Jurlington Creek Plantation Community Development District	✓			9/30
K-Bar Ranch Community Development District	✓		✓	9/30
Kendall Breeze Community Development District	✓		✓	9/30
Kendall Breeze West Community Development District	✓		✓	9/30
Key Marco Community Development District	✓		✓	9/30
Keys Cove Community Development District	✓		✓	9/30
Keys Cove II Community Development District	✓		✓	9/30
La Collina Community Development District	✓		✓	9/30
Laguna Estates Community Development District	✓			9/30
Laguna Lakes Community Development District	✓		✓	9/30
Lake Ashton Community Development District	✓		✓	9/30
Lake Ashton II Community Development District	✓		✓	9/30
Lake Francis Community Development District	✓		✓	9/30
Lake Padgett Estates Independent District	✓		✓	9/30
Lake Powell Residential Golf Community Development District	✓			9/30
Lakes by the Bay South Community Development District	✓		✓	9/30
Lakeshore Ranch Community Development District	✓			9/30
Lakeside Community Development District	✓			9/30
Lakeside Landings Community Development District	✓			9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Lakeside Plantation Community Development District	✓		✓	9/30
Lakewood Ranch 1 Community Development District	✓			9/30
Lakewood Ranch 2 Community Development District	✓			9/30
Lakewood Ranch 3 Community Development District	✓			9/30
Lakewood Ranch 4 Community Development District	✓			9/30
Lakewood Ranch 5 Community Development District	✓			9/30
Lakewood Ranch 6 Community Development District	✓			9/30
Legacy Springs Community Development District	✓			9/30
Legends Bay Community Development District	✓			9/30
Lexington Community Development District	✓		✓	9/30
Live Oak Lake Community Development District	✓		✓	9/30
Live Oak No. 1 Community Development District	✓		✓	9/30
Long Lake Ranch Community Development District	✓		✓	9/30
Longleaf Community Development District	✓			9/30
Lucaya Community Development District	✓		✓	9/30
Madeira Community Development District	✓			9/30
Magnolia Park Community Development District	✓			9/30
Magnolia West Community Development District	✓			9/30
Main Street Community Development District	✓			9/30
Mainstreet Community Development District	✓			9/30
Majorca Isles Community Development District	✓		✓	9/30
Maple Ridge Community Development District	✓		✓	9/30
Marsh Harbour Community Development District	✓			9/30
Marshall Creek Community Development District	✓			9/30
Mayfair Community Development District	✓			9/30
Meadow Pines Community Development District	✓		✓	9/30
Meadow Point I Community Development District	✓		✓	9/30
Meadow Point III Community Development District	✓			9/30
Meadow Point IV Community Development District	✓			9/30
Meadow Woods Community Development District	✓			9/30
Mediterra North Community Development District	✓		✓	9/30
Mediterra South Community Development District	✓		✓	9/30
Mediterranea Community Development District	✓		✓	9/30
Middle Village Community Development District	✓		✓	9/30
Mira Lago West Community Development District	✓			9/30
Mirada Community Development District	✓		✓	9/30
Miromar Lakes Community Development District	✓			9/30
Montecito Community Development District	✓		✓	9/30
Monterey/Congress Community Development District	✓		✓	9/30
Myakka Community Development District	✓		✓	9/30
Moody River Estates Community Development District	✓			9/30
Myakka Ranch Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Myrtle Creek Community Development District	✓			9/30
Naples Heritage Community Development District	✓		✓	9/30
Narcoossee Community Development District	✓			9/30
Newport Tampa Bay Community Development District	✓			9/30
North Dade Community Development District	✓		✓	9/30
Northern Riverwalk Community Development District	✓		✓	9/30
Northwood Community Development District	✓			9/30
Oak Creek Community Development District	✓		✓	9/30
Oakridge Community Development District	✓		✓	9/30
Oaks at Shady Creek, The Community Development District	✓		✓	9/30
Oakstead Community Development District	✓		✓	9/30
Old Palm Community Development District	✓		✓	9/30
Orchid Grove Community Development District	✓		✓	9/30
Osprey Oaks Community Development District	✓		✓	9/30
OTC Community Development District	✓		✓	9/30
Palm Bay Community Development District	✓		✓	9/30
Palm Beach Plantation Community Development District	✓			9/30
Palm Coast Park Community Development District	✓		✓	9/30
Palm Glades Community Development District	✓			9/30
Palma Sola Trace Community Development District	✓		✓	9/30
Palms of Terra Ceia Bay Community Development District	✓		✓	9/30
Pan American West Community Development District	✓			9/30
Panther Trace I Community Development District	✓		✓	9/30
Panther Trace II Community Development District	✓			9/30
Panther Trails Community Development District	✓		✓	9/30
Parker Road Community Development District	✓			9/30
Parklands Lee Community Development District	✓		✓	9/30
Parklands West Community Development District	✓		✓	9/30
Parkway Center Community Development District	✓			9/30
Paseo Community Development District	✓			9/30
PBR Community Development District	✓			9/30
Pebblewalk Village Community Development District	✓			9/30
Pelican Marsh Community Development District	✓			9/30
Pembroke Harbor Community Development District	✓		✓	9/30
Pentathlon Community Development District	✓		✓	9/30
Pine Air Lakes Community Development District	✓		✓	9/30
Pine Island Community Development District	✓			9/30
Pine Island South Community Development District	✓			9/30
Piney-Z Community Development District	✓			9/30
Pioneer Community Development District	✓			9/30
Poinciana Community Development District	✓			9/30
Poinciana West Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Portico Community Development District	✓		✓	9/30
Portofino Cove Community Development District	✓		✓	9/30
Portofino Isles Community Development District	✓		✓	9/30
Portofino Landings Community Development District	✓		✓	9/30
Portofino Shores Community Development District	✓		✓	9/30
Portofino Springs Community Development District	✓			9/30
Portofino Vineyards Community Development District	✓			9/30
Portofino Vista Community Development District	✓		✓	9/30
Preserve at Wilderness Lake Community Development District	✓			9/30
Principal One Community Development District	✓		✓	9/30
Quantum Community Development District	✓			9/30
Quantum Park Overlay Community Development District	✓		✓	9/30
Quarry Community Development District	✓		✓	9/30
Randal Park Community Development District	✓		✓	9/30
Remington Community Development District	✓			9/30
Renaissance Community Development District	✓		✓	9/30
Reserve Community Development District	✓			9/30
Reserve 2 Community Development District	✓		✓	9/30
Reunion East Community Development District	✓			9/30
Reunion West Community Development District	✓			9/30
River Bend Community Development District	✓			9/30
River Glen Community Development District	✓			9/30
River Hall Community Development District	✓			9/30
River Place on the St. Lucie Community Development District	✓			9/30
River Ridge Community Development District	✓		✓	9/30
Rivercrest Community Development District	✓			9/30
Rivers Edge Community Development District	✓			9/30
Sable Palm Community Development District	✓		✓	9/30
Sail Harbour Community Development District	✓		✓	9/30
Sampson Creek Community Development District	✓			9/30
Sandy Creek Community Development District	✓		✓	9/30
Sausalito Bay Community Development District	✓		✓	9/30
Seven Oaks I Community Development District	✓			9/30
Seven Oaks II Community Development District	✓			9/30
Silver Palms Community Development District	✓		✓	9/30
Silverado Community Development District	✓		✓	9/30
Six Mile Creek Community Development District	✓		✓	9/30
Somerset Community Development District	✓			9/30
Sonoma Bay Community Development District	✓		✓	9/30
South Bay Community Development District	✓			9/30
South Fork Community Development District	✓			9/30
South Fork East Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
South Fork III Community Development District	✓		✓	9/30
South Kendall Community Development District	✓			9/30
South Shore Corporate Park Industrial Community Development District	✓		✓	9/30
South-Dade Venture Development District	✓		✓	9/30
South Village Community Development District	✓			9/30
Southaven Community Development District	✓			9/30
Southern Hills Plantation I Community Development District	✓			9/30
Southern Hills Plantation II Community Development District	✓			9/30
Southern Hills Plantation III Community Development District	✓			9/30
Spicewood Community Development District	✓		✓	9/30
Split Pine Community Development District	✓			9/30
Springridge Community Development District (formerly Killarney)	✓		✓	9/30
St. John's Forest Community Development District	✓			9/30
Sterling Hill Community Development District	✓			9/30
Stevens Plantation Community Development District	✓		✓	9/30
Stonebrier Community Development District	✓			9/30
Stonegate Community Development District	✓		✓	9/30
Stoneybrook at Venice Community Development District	✓		✓	9/30
Stoneybrook Community Development District	✓		✓	9/30
Stoneybrook Oaks Community Development District	✓			9/30
Storey Park Community Development District	✓		✓	9/30
Summerville Community Development District	✓		✓	9/30
Summit at Fern Hill Community Development District	✓		✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			9/30
SWI Community Development District	✓			9/30
Talavera Community Development District	✓		✓	9/30
Tampa Palms Community Development District	✓		✓	9/30
Tampa Palms Open Space and Transport Community Development District	✓		✓	9/30
Tapestry Community Development District	✓		✓	9/30
Tara Community Development District	✓			9/30
Terra Bella Community Development District	✓			9/30
Tesoro Community Development District	✓		✓	9/30
Thousand Oaks Community Development District	✓		✓	9/30
Tison's Landing Community Development District	✓			9/30
Tolomato Community Development District	✓		✓	9/30
Tomoka Community Development District	✓		✓	9/30
Toscana Isles Community Development District	✓			9/30
Town Center at Palm Coast Community Development District	✓		✓	9/30
Tradition Community Development District	✓			9/30
Trails Community Development District	✓			9/30
Trails at Monterey Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Treaty Oaks Community Development District	✓			9/30
Tree Island Estates Community Development District	✓		✓	9/30
Treeline Preserve Community Development District	✓			9/30
Trevesta Community Development District	✓		✓	9/30
Triple Creek Community Development District	✓		✓	9/30
TSR Community Development District	✓		✓	9/30
Turnbull Creek Community Development District	✓		✓	9/30
Turtle Run Community Development District	✓			9/30
Tuscany Reserve Community Development District	✓			9/30
Twelve Oaks Community Development District	✓			9/30
Two Creeks Community Development District	✓		✓	9/30
University Place Community Development District	✓		✓	9/30
University Square Community Development District	✓			9/30
Urban Orlando Community Development District	✓		✓	9/30
Valencia Acres Community Development District	✓			9/30
Vasari Community Development District	✓		✓	9/30
Venetian Community Development District	✓			9/30
Venetian Isles Community Development District	✓		✓	9/30
Venetian Parc Community Development District	✓		✓	9/30
Verandah Community Development District	✓		✓	9/30
Verandah East Community Development District	✓		✓	9/30
Verandah West Community Development District	✓		✓	9/30
Verandahs Community Development District	✓		✓	9/30
Verano #1 Community Development District	✓		✓	9/30
Verano Center Community Development District	✓		✓	9/30
Verona Walk Community Development District	✓			9/30
Viera East Community Development District	✓		✓	9/30
Villa Portofino East Community Development District	✓		✓	9/30
Villa Portofino West Community Development District	✓		✓	9/30
Villa Vizcaya Community Development District	✓		✓	9/30
Village Walk of Bonita Springs Community Development District	✓			9/30
Villages at Bloomingdale Community Development District	✓			9/30
Village at Gulfstream Park Community Development District	✓		✓	9/30
Villages of Glen Creek Community Development District	✓		✓	9/30
Villages of Westport Community Development District	✓			9/30
Vista Community Development District	✓		✓	9/30
Vista Lakes Community Development District	✓		✓	9/30
Vizcaya in Kendall Community Development District	✓		✓	9/30
Walnut Creek Community Development District	✓		✓	9/30
Waterchase Community Development District	✓		✓	9/30
Waterford Estates Community Development District	✓		✓	9/30
Waterford Landing Community Development District	✓		✓	9/30

COMMUNITY DEVELOPMENT DISTRICTS	Governmental Audit	Utility Audit	Current Client	Year End
Watergrass Community Development District	✓		✓	9/30
Waterlefe Community Development District	✓			9/30
Water's Edge Community Development District	✓		✓	9/30
Waterset North Community Development District	✓			9/30
Waterstone Community Development District	✓		✓	9/30
Wentworth Estates Community Development District	✓			9/30
West Lake Community Development District	✓		✓	9/30
West Villages Independent District	✓		✓	9/30
Westchase Community Development District	✓		✓	9/30
Westchester Community Development District	✓			9/30
Westridge Community Development District	✓			9/30
Willow Creek Community Development District	✓			9/30
Winding Cypress Community Development District	✓		✓	9/30
Windsor at Westside Community Development District	✓		✓	9/30
Winston Trails East Community Development District	✓			9/30
Winter Garden Village at Fowler Groves Community Development District	✓			9/30
Woodlands Community Development District	✓			9/30
World Commerce Community Development District	✓			9/30
Wyndam Park Community Development District	✓		✓	9/30
Wynnfield Lakes Community Development District	✓			9/30
Wynmere West Community Development District	✓		✓	9/30
TOTAL	437	3	255	

OTHER GOVERNMENTAL ENTITIES	Attestation Services	Consulting Services	Governmental Audit	Single Audit	CAFR	Current Client	Year End
Broward County School District (Joint Venture) (Assessment of Maintenance Operations)		✓					N/A
Broward County School District (Joint Venture, 20%)			✓	✓	✓		6/30
Florida Community College at Jacksonville (Internal Audit)	✓						6/30
Florida Transit Association Finance Corporation		✓	✓			✓	6/30
Highland County School District (Internal Funds Audit)			✓				6/30
Palm Beach County School District (Assessment of maintenance for Facility and Property Management) (Internal Funds Audit)		✓	✓				6/30
Palm Beach County School District (Joint Venture, 20%)			✓	✓	✓		6/30
Migrant Health Services of Palm Beach County			✓	✓			N/A
South Florida Water Management District				✓			9/30
South Florida Water Management District CERP Program Management Services (Joint Venture)	✓						N/A
State of Florida Department of Management Services (Construction)			✓				N/A
State of Florida Department of Transportation (Overhead Audits - Various)			✓			✓	N/A
TOTAL	2	3	8	4	2	2	

NON-PROFIT CLIENTS SERVED AND RELATED EXPERIENCE	Attestation Services	Financial Audit	Consulting Services	Governmental Audit	Single Audit	Tax Services	Current Client	Year End
Aid to Victims of Domestic Abuse, Inc.		✓		✓	✓	✓	✓	6/30
Alliance for Human Services, Inc.		✓				✓		6/30
Brevard Workforce Development Board, Inc.				✓	✓			6/30
Broward County Human Rights Board/Division (Joint Venture, 30%)	✓		✓					N/A
Broward Education Foundation		✓		✓	✓	✓		6/30
CareerSource Broward		✓					✓	9/30
Christian Manor	✓	✓	✓	✓	✓	✓		12/31
Delray Beach Community Land Trust				✓		✓		9/30
Family Promise	✓			✓				12/31
Florida Public Transportation Association, Inc.	✓	✓				✓		9/30
Florida Transit Association Finance Corporation		✓				✓		9/30
Hispanic Human Resources Council	✓	✓	✓	✓	✓	✓	✓	9/30
Mae Volen Senior Center	✓	✓		✓	✓	✓	✓	6/30
National Board for Registration of Registrars		✓				✓		3/31
National Cancer Registration Board		✓				✓		6/30
North Lauderdale Academy High School	✓			✓				6/30
Northwood Development Corporation	✓	✓	✓	✓	✓	✓		9/30
Palm Beach Community College Foundation			✓	✓		✓		6/30
Palm Beach County Workforce Development Board (Joint Venture, 25%)	✓							6/30
Pasco-Hernando Workforce Board		✓					✓	6/30
Southwest Florida Workforce Development Board				✓	✓		✓	6/30
Urban League of Palm Beach County				✓	✓			6/30
TOTAL	9	13	5	13	9	13	6	

RETIREMENT PLANS	Financial Audit	ERISA/DOL	Current Client	Year End
Campbell Property Management 401(k)	✓	✓	✓	12/31
City of Cooper City General Employee Retirement Plan	✓		✓	9/30
City of Lauderhill General Employee Retirement Plan	✓		✓	9/30
City of Parkland Police Pension Fund	✓		✓	9/30
City of Sunrise General Employees' Retirement System	✓		✓	9/30
Cross County Home Services and Affiliates 401(k) Plan	✓	✓	✓	9/30
Danmar Corporation 401(k) Plan	✓	✓		12/31
Florida Public Utilities 401(k) and Pension Plans	✓	✓		12/31
Jacksonville Police and Fire Pension Fund	✓			9/30
Pinetree Water Control District Defined Contribution Retirement Plan	✓			9/30
San Carlos Park Fire Protection and Rescue Service District	✓		✓	9/30
Town of Davie General Employees Retirement Plan	✓			9/30
Town of Hypoluxo Defined Contribution Retirement Plan	✓		✓	9/30
Town of Lauderdale By The Sea Volunteer Firefighters Pension Plan	✓		✓	9/30
TOTAL	14	4	9	

SPECIAL DISTRICTS

	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Belle Fontaine Improvement District	✓				9/30
Boca Raton Airport Authority	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Central County Water Control District	✓				9/30
Citrus County Mosquito Control District	✓				9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓	✓	9/30
East Naples Fire Control and Rescue District	✓			✓	9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greenway Improvement District	✓				9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Homestead Educational Facilities Benefits District	✓				9/30
Horizons Improvement District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Waste Water Treatment District	✓	✓	✓	✓	9/30
Lake Padgett Estates Independent Special District	✓				9/30
Lakewood Ranch Inter-District Authority	✓				9/30
Lost Rabbit Public Improvement District	✓				9/30
Loxahatchee Groves Water Control District	✓			✓	9/30
Myakka City Fire Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Palm Beach Soil and Water Conservation 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
Ranger Drainage District	✓			✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓	✓		✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
St. Lucie West Services District	✓			✓	9/30
Sun 'N Lake of Sebring Improvement District	✓		✓		9/30
Sunshine Water Control District	✓			✓	9/30
Twelve Oaks Improvement District	✓				9/30
West Lakeland Water Control District	✓				9/30
West Villages Independent District	✓			✓	9/30
TOTAL	38	3	3	24	

Partner, Supervisory and Staff Qualifications and Experience

Quality And Experience of Firm’s Assigned Auditing Personnel

You will have two partners available and our consultant for any technical assistance. In addition, a senior will be assigned to the engagement that will perform the majority of fieldwork. Additional staff are available to assist with the engagement should the need arise.

Name	Years performing government audits	CPE within last 2 years	Professional Memberships
ANTONIO J. GRAU, CPA (Partner)	Over 30	Government Accounting, Auditing: 66 hours Accounting, Auditing and Other: 25 hours	AICPA FICPA FGFOA GFOA
* ANTONIO S. GRAU, CPA (Concurring Review Consultant)	Over 40	Government Accounting and Auditing: 32 hours Accounting, Auditing and Other: 62 hours	AICPA FICPA ICPA
RACQUEL MCINTOSH, CPA (Partner)	Over 14	Government Accounting and Auditing hours:59 Accounting, Auditing and Other: 45 hours	AICPA FICPA FGFOA FASD

*Part-time Employee

Position Descriptions

Engagement Partner

The engagement will be performed under the direct supervision of an Engagement Partner. The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel.

The Engagement Partner will also be involved in:

- ❖ coordinating all services;
- ❖ directing the development of the overall audit approach and plan;
- ❖ performing an overriding review of work papers;
- ❖ resolving technical accounting and reporting issues;
- ❖ reviewing, approving and signing reports, management letters, and other audit engagement products; and,
- ❖ ascertaining client satisfaction with all aspects of our engagement, such as services and the personnel assigned.



Concurring Review and Advisory Consultant

A Concurring Review Consultant will be available as a sounding board to advise in those areas where problems are encountered. He will also perform a second review of all reports to be issued by Grau & Associates.

Audit Manager and Senior

The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include:

- ❖ planning the audit;
- ❖ preparing or modifying audit programs, as needed;
- ❖ evaluating internal control and assessing risk;
- ❖ communicating with the client and the partners the progress of the audit; and
- ❖ determining that financial statements and all reports issued by the firm for accuracy, completeness and that they are prepared in accordance with professional standards and firm policy.

Information Technology Consultants and Personnel

In addition to the assigned personnel above, Grau and Associates has staff with significant IT auditing experience that will assist in the evaluation and testing of internal controls. Because our staff has both a financial audit and IT background, they are able to communicate effectively all IT related concerns to management. In addition, Grau contracts with an outside group of IT management consultants to assist with matters including, but not limited to; network and database security, internet security and vulnerability testing.

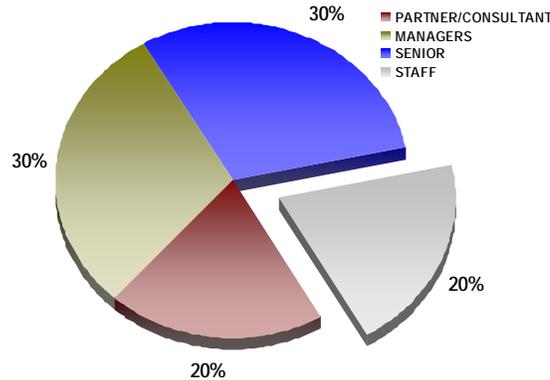
**CONTINUITY
OF STAFF AND
AUDIT TEAM**

Grau's engagement team's workload is organized in such a way that additional activities brought about by this engagement will not impact our current commitments to our clients. We have sufficient staff capacity to integrate these professional services into our present operations, while continuing to maintain the highest standards of quality and time lines for our clients.

Composition of Engagement Team

*In contrast to the majority of both national and local firms, **Grau's proposed engagement team is comprised of an exceptionally large percentage of high-level audit professionals.** This gives us the ability to quickly recognize problems and be more efficient as a result of our Team's **DECADES** of governmental auditing experience.*

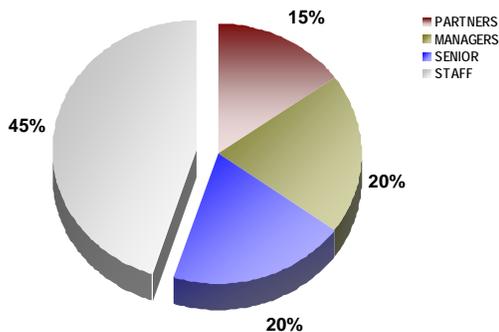
Grau & Associates



80 percent of engagement will be performed by
Partners, Management and Senior Staff

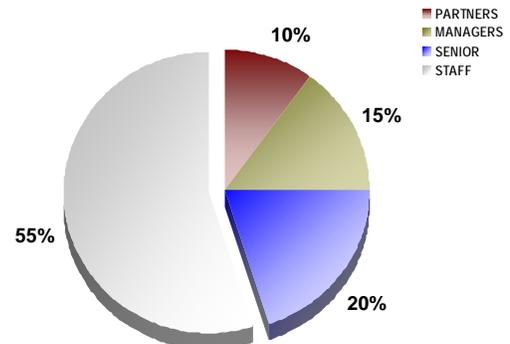
VS.

Typical Local CPA Firm:



Fifty-five percent of engagement is performed by "Management"

Typical National CPA Firm



Forty-five percent of engagement is performed by "Management"

Antonio J. Grau, CPA, Partner

e-mail: tgrau@graucpa.com

Education

Bachelor of Arts, Business Administration, 1983 University of South Florida; Certificate of Educational Achievement from the AICPA in Governmental Single Audits, 2016

Professional History

CPA, in Florida since February 28, 1985, Certificate No. 15330		
Grau & Associates	Partner	2005-Present
Grau & Company	Partner	1995-2005
Grau & Company	Audit Manager	1987-1995
International Firm	Auditor	1985-1986
Grau & Company	Staff Accountant	1983-1984

Clients Served *(partial list)*

(>300) Various Special Districts	Key Largo Water Treatment District
Brevard Workforce Board	Mae Volen Senior Center, Inc.
Broward Education Foundation	North Lauderdale Academy High School
City of Cooper City	Orlando Housing Authority
City of Lauderdale Lakes	Palm Beach County Workforce Development Board
City of Lauderhill	Peninsula Housing Programs
City of Lauderhill General Pension	School Board of Broward County
City of North Lauderdale	School Board of Miami-Dade County
City of Oakland Park	School Board of Palm Beach County
City of Weston	South Florida Water Management District
Delray Beach Housing Authority	Southwest Florida Workforce Development Board
East Central Regional Wastewater Treatment Fac.	Town of Davie
Florida Community College at Jacksonville	Town of Highland Beach
Florida Department of Management Services	Town of Hypoluxo
Greater Boca Raton Park & Beach District	Village of Golf
Highland County School District	Village of Wellington
Hispanic Human Resource Council	West Palm Beach Housing Authority

Professional Education *(over the last two years)*

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	66
Accounting, Auditing and Other	25
Total Hours	<u>91</u> <i>(includes of 4 hours of Ethics CPE)</i>

Other Qualifications

As a member of the Government Finance Officers Association Special Review Committee, Mr. Grau participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Mr. Grau was the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County.

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	

Antonio S. Grau, CPA, Concurring Review Consultant

e-mail: asgrau@graucpa.com

Education

Bachelor Degree, Business Administration, 1966, University of Miami, Certificate of Educational Achievement from the AICPA in Governmental and Not-For-Profit Accounting and Auditing, 1994/1995

Professional History

CPA in Florida since April 29, 1970, Certificate No. 2623

Grau & Company	Partner	1977-2004
Public Company	Financial Officer	1972-1976
International Firm	Auditor	1966-1972

Clients Served (partial list)

Mr. Grau was the head of the governmental audit department of Grau & Company, and performs the concurring review and advises on all the governmental audits of the firm.

Atlanta Housing Authority	Hispanic Human Resource Council
Broward County Housing Authority	Mae Volen Senior Center, Inc.
City of Dania Beach	Miami Beach Housing Authority
City of Lauderdale Lakes	North Lauderdale Academy High School
City of Lauderhill	Palm Beach County Workforce Development Board
City of Lauderhill General Pension	School Board of Miami-Dade County
City of Miami Springs	South Florida Water Management District
City of Oakland Park	Town of Hypoluxo
City of Sweetwater Pension	Town of Lauderdale-By-The-Sea
Florida Community College at Jacksonville	Town of Miami Lakes
Highland County School District	Town of Southwest Ranches
Downtown Development Authority of the City of Miami / Community Development Block Grants	Village of Biscayne Park
	West Palm Beach Housing Authority

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	32
Accounting, Auditing and Other	62
Total Hours	94 (includes of 4 hours of Ethics CPE)

Other Qualifications

Mr. Grau was the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County.

Professional Associations/Memberships

Member, American Institute of Certified Public Accountants	Institute of Certified Public Accountants (1996-1997)
Member, Florida Institute of Certified Public Accountants	Institute of Certified Public Accountants (1991 - 1993)
Past member, State and Local Government Committee, Florida	
Past member, Quality Review Acceptance Committee, Florida	
Past member of BKR International Committee on Government and Non-Profit Accounting and Auditing	

Racquel C. McIntosh, CPA, Partner

e-mail: rmcintosh@graucpa.com / 561-939-6669

Education

Master of Accounting, MACC; Florida Atlantic University, December 2004;
Bachelor of Arts – Majors: Accounting and Finance; Florida Atlantic University, May 2003

Professional History

Grau & Associates	Partner	2014-Present
Grau & Associates	Manager	2009-2014
Grau & Associates	Senior Auditor	2007-2009
Grau & Associates	Staff Auditor	2006-2007
Grau & Company	Staff Auditor	2005-2006

Clients Served *(partial list)*

(>300) Various Special Districts	Pinetree Water Control District (Broward/Palm Beach)
Boca Raton Airport Authority	Ranger Drainage District
Brevard Workforce Development Board	San Carlos Park Fire Protection & Rescue District
Broward Education Foundation	South Central Reg. Wastewater Treatment & Disposal Bd.
Central Broward Water Control District	South Trail Fire Protection & Rescue
City of Cooper City	Southwest Florida Workforce Development Board
City of Pompano Beach (Joint Venture)	Sun N Lake of Sebring Improvement District
City of West Park	Town of Highland Beach
City of Weston	Town of Hypoluxo
East Central Reg. Wastewater Treatment Fac.	Town of Lantana
East Naples Fire Control & Rescue District	Town of Hillsboro Beach
Greater Boca Raton Beach & Park District	Village of Golf
Key Largo Wastewater Treatment District	Village of Wellington

Professional Education *(over the last two years)*

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	59
Accounting, Auditing and Other	45
Total Hours	<u>104</u> <i>(includes of 4 hours of Ethics CPE)</i>

Professional Associations/ Memberships

American Institute of Certified Public Accountants	FICPA State & Local Government Committee
Florida Institute of Certified Public Accountants	FICPA Atlantic Chapter Board Member
FICPA Young CPAs Committee	FGFOA Palm Beach Chapter

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

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

Two Creeks Community Development District

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

Journey's End Community Development District

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

Specific Audit Approach

SCOPE / WORK PRODUCTS / RESULTS

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.**

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. Consider the methods that are used to process accounting information which influence the design of the internal control. This understanding includes 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. 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.
- 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.
- 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:

- The recommendation must be cost effective;
- The recommendations are to be the simplest to effectuate in order to correct a problem;
- The recommendation must go to the heart of the problem and not just correct symptomatic matter; and
- The corrective action must take 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.

Identification of Anticipated Potential Audit Problems

Grau & Associates does not anticipate any potential audit problems.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Cost of Services

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2019-2023 are as follows:

<u>Year Ended September 30,</u>	<u>Fee</u>
2019	\$4,300
2020	\$4,400
2021	\$4,500
2022	\$4,600
2023	<u>\$4,700</u>
TOTAL (2019-2023)	<u>\$22,500</u>

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.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Supplemental Information

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. Please find a partial list of clients served on the following pages.

***GRAU HAS PROVIDED ARBITRAGE SERVICES FOR
GOVERNMENTAL CLIENTS INCLUDING:***

- Aberdeen Community Development District
- Amelia Walk Community Development District
- Arlington Ridge Community Development District
- Coconut Cay Community Development District
- Bartram Springs Community Development District
- Bayside Improvement District
- Baywinds Community Development District
- Beacon Lakes Community Development District
- Beacon Tradeport Community Development District
- Bobcat Trail Community Development District
- Boynton Village Community Development District
- Brandy Creek Community Development District
- Briger Community Development District
- Brighton Lakes Community Development District
- Brooks of Bonita Springs Community Development District
- Candler Hills East Community Development District
- Capital Region Community Development District
- Cedar Pointe Community Development District
- Championsgate Community Development District
- Chevel West Community Development District
- City Place Community Development District
- Coconut Cay Community Development District
- Colonial Country Club Community Development District
- Cory Lakes Community Development District
- Country Greens Community Development District
- Creekside Community Development District
- Double Branch Community Development District
- Dunes Community Development District
- Durbin Crossing Community Development District
- East Bonita Beach Road Plantation Comm. Development District
- East Homestead Community Development District
- East Park Community Development District
- Enclave at Black Point Marina Community Development District
- Falcon Trace Community Development District
- Fiddler's Creek Community Development District I
- Fiddler's Creek Community Development District II
- Fleming Island Plantation Comm. Dev. District
- Grand Haven Community Development District
- Griffin Lakes Community Development District
- Habitat Community Development District
- Hamal Community Development District
- Hammocks Community Development District
- Harbour Lakes Estates Comm. Development District
- Harmony Community Development District
- Heritage Bay Community Development District
- Heritage Palms Community Development District
- Heritage Pines Community Development District
- Heritage Springs Community Development District
- Huntington Community Development District
- Indigo East Community Development District
- Islands of Doral III Community Development District
- Julington Creek Plantation Comm. Dev. District
- Laguna Lakes Community Development District
- Lake Ashton Community Development District
- Lake Ashton II Community Development District
- Lake Powell Residential Golf Community Dev. District
- Lakes By The Bay South Community Dev. District
- Lakewood Ranch 1 Community Development District
- Landmark at Doral Community Development District
- Jurlington Creek Plantation Community Dev. District
- Lakewood Ranch 2 Community Development District
- Lakewood Ranch 3 Community Development District
- Lakewood Ranch 4 Community Development District
- Lakewood Ranch 5 Community Development District
- Lakewood Ranch 6 Community Development District
- Legacy Springs Improvement District No. 1
- Live Oak Community Development District
- Main Street Community Development District
- Marshall Creek Community Development District
- Meadow Pointe II Community Development District
- Mediterra North Community Development District
- Mediterra South Community Development District
- Mediterranea Community Development District
- Midtown Miami Community Development District
- Moody River Community Development District
- Monterra Community Development District
- Narcossee Community Development District
- North Springs Improvement District
- Oakstead Community Development District
- Old Palm Community Development District
- Orchid Grove Community Development District
- OTC Community Development District
- Overoaks Community Development District
- Palm Glades Community Development District
- Parklands Lee Community Development District
- Parklands West Community Development District
- Parkway Center Community Development District
- Pine Air Lakes Community Development District
- Pine Island Community Development District
- Pine Ridge Plantation Community Development District

ARBITRAGE SERVICES (Continued)

- Portofino Cove Community Development District
- Portofino Isles Community Development District
- Portofino Landings Community Development District
- Portofino Shores Community Development District
- Portofino Vista Community Development District
- Reunion East Community Development District
- Reunion West Community Development District
- Ridgewood Trails Community Development District
- River Place on the St. Lucie Community Dev. District
- Rolling Hills Community Development District
- Sampson Creek Community Development District
- South Dade Venture Community Development District
- South Village Community Development District
- Spicewood Community Development District
- Split Pine Community Development District
- Stonegate Community Development District
- Stoneybrook Community Development District
- Stoneybrook West Community Development District
- The Crossings at Fleming Island Comm. Dev. District
- Tison's Landing Community Development District
- Treeline Preserve Community Development District
- Turnbull Creek Community Development District
- Tuscany Reserve Community Development District
- University Place Community Development District
- Urban Orlando Community Development District
- Vasari Community Development District
- Verandah East Community Development District
- Verandah West Community Development District
- Verano Center Community Development District
- Villa Portofino East Community Development District
- Villa Vizcaya Community Development District
- Villages of Westport Comm. Development District
- Villasol Community Development District
- Vista Lakes Community Development District
- Vizcaya Community Development District
- Vizcaya in Kendall Community Development District
- Walnut Creek Community Development District
- Waterchase Community Development District
- Waterford Estates Community Development District
- Waterstone Community Development District
- Wentworth Estates Community Development District
- Westchester Community Development District #1
- Woodlands Community Development District
- Wynnfield Lakes Community Development District

**Grau provides value and services
above and beyond
the traditional auditor's "product"**

We look forward to providing **Flow Way 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.**

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

**ENGINEER'S REPORT
October 2021**

**Board Meeting
October 21st, 2021**

Prepared For:

**Board of Supervisors
Flow Way Community Development District**

Prepared By:



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS™

1800 Eller Drive, Suite 600 · Fort Lauderdale, FL 33316

(phone) 954.921.7781 · (fax) 954.266.6487

Certificate of Authorization #514

**CGA Project No. 21-4271
October 21st, 2021**

**FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

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**FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

LIST OF EXHIBITS

- EXHIBIT 1 LOCATION MAP
- EXHIBIT 2 LEGAL DESCRIPTION
- EXHIBIT 3 DEAD/HAZARDOUS TREE INSPECTION REPORT
- EXHIBIT 4 PASS-THROUGH WEIR #2
- EXHIBIT 5 2021 ASSET INVESTIGATIONS & REPORT (AKA STRATEGIC OPERATIONAL PLAN) PROPOSAL

I. PURPOSE

The purpose of this report is to provide the Board of Supervisors an update of recent engineering related activities. We will continue to provide updated monthly reports on the status of ongoing activities.

II. CURRENT ITEMS

The following items are currently outstanding:

1. Preserve Tree Removal – Dead/Hazardous Tree Inspection Report
2. Stormwater System Maintenance Plan – Phases 1 & 2
3. Strategic Operational Plan

1. Preserve Tree Removal

A site visit and inspection of the trees along the perimeters of the Preserve Areas was conducted by CGA's Landscape Architect and Arborist, Michael Conner, on August 31st and September 1st.

Based on this site visit, data was collected on a total of 128 trees located along the perimeters of the Preserve Areas, which were either dead or posed a risk of falling on adjacent sidewalks, trails, golf cart paths, or property. The locations of these dead or hazardous trees have been assigned one of three priority ratings. A 3-Star rating being the highest priority (meaning the highest risk to persons or property), and a 1-Star rating being the lowest.

There are 30 trees which have been identified as either being a 3-Star or 2-Star rating for risk level. The remaining 98 trees are primarily located along the pedestrian trail along the outside Preserve Areas.

The estimated average cost for the removal or felling of these trees is \$250 per tree. Based on the total estimated cost for removal of all 128 trees would be approximately \$32,000. The estimated cost of just removing the Priority 1-and 2-Star rated trees would be \$7,500.

CGA's recommendation is to Budget for the removal of the Priority 3- and 2-Star trees, which would include the coordinating the permitting or approvals for these 30 trees with the SFWMD Staff.

Once that work is completed, we should look at doing the remaining removals either all at once, or phasing that work over 1 or 2 years.

See Exhibit 3 Dead/Hazardous Tree Inspection Report for draft report. Final draft will include a location map exhibit of trees to be removed, prior to submittal to SFWMD for approval.

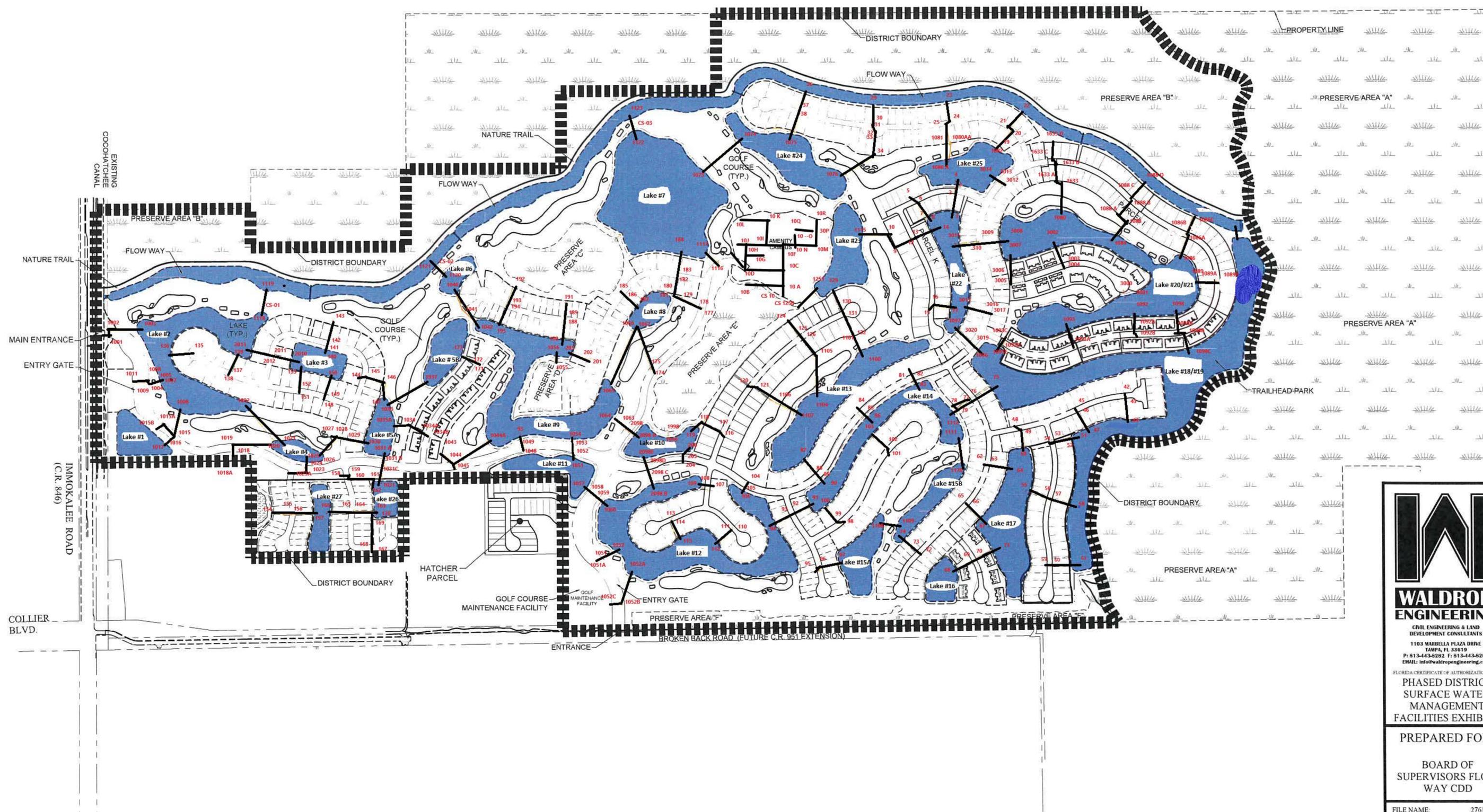
2. Stormwater System Maintenance Plan

The FORGE Report was presented to Board of Supervisors on June 17th, 2021, by Thomas Conrecode of Forge Engineering, Inc. Phases 1 (Broad Crested Weir) and 2 (Sediment & Debris Removal), are currently under contract and sediment removal from system has commenced on 8/30/21. See map of lakes and structures from the FORGE Report in the pictures below. The Broad Crested Weir estimate came in over budget due to the extra costs associated with remote location and additional equipment (barge or special carrier) to access southern weir.

CGA is inspecting both phases and will oversee the contractor to make sure they stay on schedule and follow outlined details and standard maintenance requirements. This item includes the contract amount and anticipated schedule for the restoration of the stormwater management system:

- Phase 1 – Broad Crested Weir (South) Erosion on both ends (Forge cost estimate of \$8,000; **Contract \$15,000**) – See attached Exhibit 3 Pass-Through Weir #2 for Construction Details. Work commenced on 10/11/21, length of construction of 2-3 days.
- Phase 2 – Sediment & Debris Removal (structures with 25% or more blockage) in Storm Structures and Pipe (MRI Cost Estimate of \$84,000; **Contract \$80,000**) – Work commenced on 09/08/21, length of construction of 4-6 weeks.
 - Drainage Structures and Outfalls Cleaned (9/08 – 09/23) are: 1003, 1007, 1008, 1017, 1118, 1120, 1122, 1027, 1030, 1031, 1031A, 1033, 1042, 1044, 1052, 1054, 1058, 1069, 1937, 2013, 147, CS-01
 - Drainage Structures and Outfalls Cleaned (9/27 – 10/01) are: 11, 13, 30, 31, 37, 38, 47, 56, 57, 61, 75, 147, 159, 165, 166, 170, 1040, 1041, 1059, C-502, 2098C, 2098D; Lake 22- 1, 8, 17; Lake 24- 1075, 1076; Lake 25- 4, 1062
 - Drainage Structures and Outfalls Cleaned (10/04 – 10/10) are: 8, 33, 50, 69, 80, 97, 130, 184, 190, 203, 204, 1063, CS-03, 1063, 1086C, 1088D, 1098A, 1098B, Lake 5A- 147, Lake 7- 1122, 1073, 1071, Lake 8- 1067, Lake 9- 203, 1056, Lake 10- 206, 2095A, 2098A, Lake 12- 1052A, 1060, 2098B, Lake 18-19- 47, 51, Lake 14- 1051, Lake 20-21- 1092, 1098, Lake 22- 3015, Lake 27- 1066
 - 12 Structures are still to be cleaned by Thursday, 10/14/21 (10/11/21)
- ~~Phase 3A – Lake Embankment Restoration, 1st group of Lakes (Forge, \$264,000) & Rip Rap erosion at Lake 12 AB (Forge, \$12,000) (Phase Total \$276,000)~~
- ~~Phase 3B – Littoral Shelf Aquatic Plant Restoration and exotics removal, Lake littoral shelves on Phase 3A lakes (Forge \$80,000)~~
- ~~Phase 4A – Lake Embankment Restoration, 2nd group of Lakes (Forge, \$264,000)~~
- ~~Phase 4B – Littoral Shelf Aquatic Plant Restoration and exotics removal, Lake littoral shelves on Phase 3B (Forge \$80,000)~~

Items which show as ‘strike-thru’ will be addressed in Strategic Operational Phase item listed below.



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**WALDROP
ENGINEERING**

CIVIL ENGINEERING & LAND
DEVELOPMENT CONSULTANTS
1103 MARBELLA PLAZA DRIVE
TAMPA, FL 33619
P: 813-443-8282 F: 813-443-8285
EMAIL: info@waldropengineering.com

FLORIDA CERTIFICATE OF AUTHORIZATION 48826

PHASED DISTRICT
SURFACE WATER
MANAGEMENT
FACILITIES EXHIBIT 7

PREPARED FOR:

BOARD OF
SUPERVISORS FLOW
WAY CDD

FILE NAME: 276110707
 UPDATED: 4/16/2020



Lake 1 – Str1017



Lake 12 - 1



Lake 17 – Str50 -2



Outfall 1052C & 1059 – 4



Structure 21 - 3

3. Strategic Operational Plan

In order for the District to provide safe and useful infrastructure to the community asset management plays an important role in this process and is a continuous process overtime; otherwise infrastructure will deteriorate, and repair costs increase over time. An example is the Weir Erosion project. Because inventory and assessment of this stormwater management system asset was not tracked [which might have only been minimal up-front costs], the erosion has advanced, and become more expensive and now a critical project for the ongoing functionality of the overall stormwater management system. Had this erosion been identified and addressed early, the maintenance could have been planned and less expensive.

Asset management evaluates infrastructure, prioritizes spending, and provides the CDD with the tools necessary to efficiently manage and maintain its infrastructure. Creating an accurate inventory, assessing the current conditions of every asset, and planning a long-term strategy for infrastructure operation and maintenance costs is the first step for this ongoing process. This proposal will start this process for the Flow Way Community Development District.

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal as necessary to provide Community Development District Asset Investigations and Reporting services for the Flow Way Community Development District. The scope of work will include preparations of CDD Maps, SharePoint files documentation from previous administration, CDD asset inventory and assessments, and preparation of CDD Budget Report. This work shall be completed by CGA's Civil Engineering, Construction, Landscape Architecture and GIS Departments. Several site visits will be conducted for the asset evaluations, and a draft report provided to CDD with anticipated operation and maintenance costs associated with the CDD infrastructures for the next five (5) years.

The specific scope of services is described in the attached Exhibit 5.

PERMITTING

We are currently in the process of identifying permits that have been obtained for the development of the District's infrastructure. The below list is not complete, but will be updated periodically:

Permit Agency / Project Name	Permit Number	Date Received	Date Expires	Permittee-Constructed by	Current Status
Collier County Latest Flow Way CDD County PUD Modification	Ordinance 20-30	10/13/21	Current	Flow Way CDD	Operation Phase
South Florida Water Management District (SFWMD) ERP Permit Modification	11-02031-P	9/13/07	9/13/12	I. M. Collier Joint Venture (Mirasol)	Operation Phase
SFWMD Water Use	11-02032-W	5/13/20	5/15/25	Taylor Morrison Esplanade Naples, LLC	Operation Phase
SFWMD ROW Permit	12-1113-2m	6/13/13	6/30/14	Taylor Morrison Esplanade Naples, LLC	Closed
Army Corps of Engineers (ACOE)	SAJ-2000-01926 (IP-HWB)	12/7/12	11/5/17	IM Collier Joint Venture	Operation Phase
Esplanade at Naples Golf & Country Club (G&CC) -- Excavation	PL20120001253	2/20/13	2/20/14	Waldrop Engineering, P.A.	Closed / Final Excavation Acceptance 09/14/21
Esplanade G&CC of Naples -- Plans & Plat	PL20120001261	10/28/19	10/21/21	Waldrop Engineering, P.A.	Under Construction / County notified Waldrop that Permit Expires 10/21/21
Esplanade G&CC of Naples, Phase 2 -- Plans & Plat	PL20120002897	10/28/19	10/21/21	Waldrop Engineering, P.A.	Under Construction / bond reduction 10/22/2020
Esplanade G&CC of Naples, Parcels E & G2 -- Plans & Plat	PL20140002187	12/16/19	12/09/21	Waldrop Engineering, P.A.	Under Construction/ Approved by B.O.C
Esplanade G&CC of Naples, Blocks D, F & H -- Plans & Plat	PL20150001102	9/9/20	9/8/22	Waldrop Engineering, P.A.	Under Construction/ 2nd LDC Extension
Esplanade G&CC of Naples - Benevenuto Court -- Plans & Plat	PL20150002533	3/9/21	3/22/23	Waldrop Engineering, P.A.	Under Construction/ 2nd LDC Extension
Esplanade G&CC of Naples - DiLillo Parcel -- Plans & Plat	PL20160000536	08/23/21	09/13/23	Waldrop Engineering, P.A.	Under Construction/ Bond Reduction 2017/ 2nd LDC Extension
Esplanade G&CC of Naples, Ph3, Blk K1,	PL20160003679	5/21/20	5/9/22	Taylor Morrison Esplanade	Pre-Construction submittal Pending

Permit Agency / Project Name	Permit Number	Date Received	Date Expires	Permitee-Constructed by	Current Status
K2 & H3 -- Plans & Plat				Naples LLC	
Esplanade G&CC of Naples, Phase 4-- Plans & Plat	PL20170001594	7/14/20	6/27/22	Waldrop Engineering, P.A.	Under Construction/ Phase 4 Bond Reduction
Esplanade G&CC of Naples, Phase 5 (Parcels: I, J, K1, K2, K3, & K4) -- Plans & Plat	PL20180002201	10/14/14	-	Taylor Morrison Esplanade Naples LLC	Under Construction / Application Withdrawn
Esplanade G&CC of Naples - Hatcher Parcel -- Plans & Plat	PL20190001680	4/28/20	4/28/23	Taylor Morrison Esplanade Naples LLC	Under Construction/ Approved CMA & Performance Bond/ NOI permit expires 3/28/25
Esplanade G&CC of Naples Ph 1 Amenity Center -- Utility Acceptance	PL20140000736	11/28/17	-	Taylor Morrison Esplanade Naples LLC	Final Acceptance Scheduled for 7/13/2021
Esplanade G&CC of Naples Amenity Center Phase 2B -- Utility Acceptance	PL20160000757	11/02/16	11/02/17	Taylor Morrison Esplanade Naples LLC	Final Acceptance Scheduled for 7/13/2021
Esplanade G&CC of Naples SDP #2 Maintenance Facility -- Utility Acceptance	PL20160000600	04/15/16	04/15/17	Waldrop Engineering, P.A.	Final Acceptance Scheduled for 7/13/2022

*Additional Collier County permits completed, available upon request.

III. ENGINEER'S REPORT COMPLETE

By: _____

By: James Messick, P.E.

District Engineer

State of Florida Registration No. 70870

EXHIBIT 1

LOCATION MAP



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS™

1800 Eller Drive, Suite 600 · Fort Lauderdale, FL 33316

(phone) 954.921.7781 · (fax) 954.266.6487

Certificate of Authorization #514

EXHIBIT 2

LEGAL DESCRIPTION

All of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PLAT, according to the plat thereof, as recorded in Plat Book 53, Pages 1 through 64, include all subsequent plat revisions and amendments in the Public Records of Collier County, Florida.

EXHIBIT 3

DEAD/HAZARDOUS TREE INSPECTION REPORT



Inspectors Observation Report

Fort Lauderdale Office · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
 West Palm Beach Office · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Date: 08/31/2021 Time: 09:30 AM PM
Weather: Sunny & Clear Partly Cloudy Overcast Rain
 Cool Hot Windy Dry Humid
Watering: Working Irrigation Hand Watered None (unknown)
Method: Days since last rain event: Unknown

Project Number: 21-4271.2 Project Name: Flow Way C.D.D.

Contractor: _____ Type of Work: Dead/Hazardous Tree Inspection

Inspected by: Mike Conner Reviewed by: Marcos Mendoza/Maria Alonso

MATERIAL INSPECTED:

INSPECTION EQUIPMENT:

Dead/hazardous trees located along perimeter of Preserve areas.	Camera/ "Tree Plotter" software and i-pad.
---	--

CONTRACTOR WORK FORCE (Including Subcontractor personnel):

EQUIPMENT IN USE:

Marcos Mendoza/Maria Alonso	
-----------------------------	--

SUMMARY OF CONSTRUCTION ACTIVITIES:

Field observations, tree inventory data collection & photographs.

SUMMARY OF OBSERVATION:

Flow Way C.D.D. – Preserve areas – removal or knock down of dead, hazardous, and nuisance trees which could fall on C.D.D. assets, private residential property, or public use areas.

DISTRIBUTION:

Jimmy Messick	James P. Ward
Flow Way C.D.D.- Board Members	

Reviewed by: Mike Conner Date: 10/7/2021

Inspectors Observation Report

LIST OF ITEMS INSPECTED / COMPLETED:

Flow Way C.D.D. – Preserve Areas – Removal or knock down of dead, hazardous, and nuisance trees which could fall on C.D.D. assets, private residential property, or public use areas.

A. Clubhouse/Pickleball Court (Priority Level: **)

At Clubhouse/Pickleball Courts - 2 Dead Slash Pines

See Photos #1, #2

B. Along sidewalk on Torre Vista Lane (Priority Level: *)**

Along sidewalk on Torre Vista Lane – 3 Dead Slash Pine

See Photo #3, #4, #5

C. Behind house on south side of Sorreno Court (Priority Level: **)

Behind house on south side of Sorreno Court – 2 Dead Slash Pine

See Photo #6, #7

D. Along East side of Golf Cart Path (by East Preserve) (Priority Level: *)**

Along East side of Golf Cart Path – 6 Dead Slash Pine

See Photo #8, #9, #10, #11, #12, #13

E. Along Preserve/Nature Trail (East side) (Priority Level: *)

Along Preserve/Nature Trail (East side) – 8 Dead Slash Pine

See Photo #14 through #21.

F. Along Preserve/Trail (Northeast) (Priority Level: *)

Along Preserve/Trail (Northeast) – 27 Dead Slash Pine

See Photo #22, #23, #24, #25, #26, #27, #28, #29, #30, #31, #32, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #44, #45, #46, #47, #48

G. Along Preserve/trail (Northwest) (Priority Level: *)

Along Preserve/trail (Northwest) – 33 Dead Slash Pine

Inspectors Observation Report

LIST OF ITEMS INSPECTED / COMPLETED:

See Photo #49, #50, #51, #52, #53, #54, #55, #56, #57, #58, #59, #60, #61, #62, #63, #64, #65, #66, #67, #68, #69, #70, #71, #72, #73, #74, #75, #76, #77, #78, #79, #80, #81

H. Along Preserve/trail (West) (Priority Level: *)

Along Preserve/trail (West) – 14 Dead Slash Pine

See Photo #82, #83, #84, #85, #86, #87, #88, #89, #90, #91, #92, #93, #94, #95

I. Behind House(s) on South side of Savona court (Priority Level: **)

Behind House (s) on South side of Savona court – 2 Dead Slash Pine

See Photo #96, #97

J. Behind House(s) on West side of Vaccaro court (Priority Level: *)**

Behind House(s) on West side of Vaccaro court – 3 Dead Slash Pine

See Photo #98, #99, #100

K. Behind House(s) on South side of Savona court (Priority Level: **)

Behind House(s) on West side of Vaccaro court – 3 Dead Slash Pine

See Photo #101, #102, #103

L. Along East side of Golf cart path (West of Vaccaro Ct.) (Priority Level: *)**

Along East side of Golf cart path (West of Vaccaro Ct.) – 3 Dead Slash Pine

See Photo #104, #105, #106

M. Along Preserve/trail (West side-cont.) (Priority Level: *)

Along Preserve/trail (West side-cont.) – 16 Dead Slash Pine

See Photo #107, #108, #109, #110, #111, #112, #113, #114, #115, #116, #117, #118, #119, #120, #121, #122

N. Behind House on South side of Dilillo Court (Priority Level: **)

Behind House on South side of Dilillo Court – 1 Dead Slash Pine

See Photo #123

Inspectors Observation Report

LIST OF ITEMS INSPECTED / COMPLETED:

O. Along sidewalk on Immokalee Road (West of entrance) (Priority Level: *)**

Along sidewalk on Immokalee Road – 5 Dead Slash Pine

See Photo #124, #125, #126, #127, #128

Summary of priority levels:

*** = Highest priority-along golf cart path and public sidewalks

** =High priority-Behind homes & pool enclosures/risk to property mostly

* = Low priority-adjacent to nature trail-occasional users

Totals:

*** = 17 trees

** = 13 trees

* = 98 trees

128 trees total

Photo #1



Photo #2



Photo #3



Photo #4



Photo #5



Photo #6



Photo #7



Photo #8



Photo #9



Photo #10



Photo #11



Photo #12



Photo #13



Photo #14



Photo #15



Photo #16



Photo #17



Photo #18 & 19



Photo #20



Photo #21



Photo #22 & 23



Photo #24 & 25



Photo #26



Photo #27



Photo #28 & 29



Photo #30



Photo #31



Photo #32



Photo #33



Photo #34



Photo #35



Photo #36



Photo #37



Photo #38



Photo #39



Photo #40



Photo #41



Photo #42



Photo #43 & 44



Photo #45



Photo #46



Photo #47 & 48



Photo #49



Photo #50 & 51



Photo #52



Photo #53



Photo #54



Photo #55



Photo #56



Photo #57



Photo #58

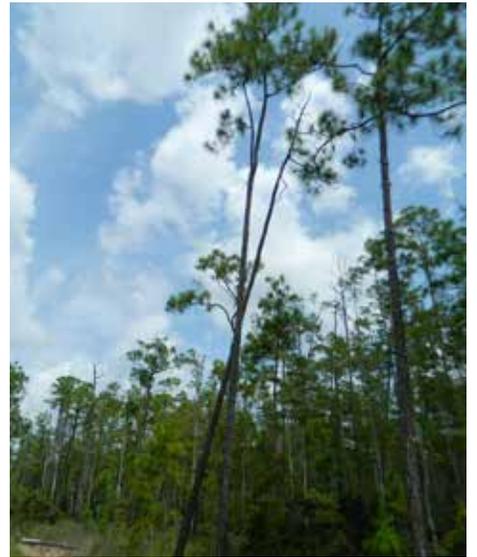


Photo #59



Photo #60



Photo #61



Photo #62



Photo #63



Photo #64 & 65



Photo #66



Photo #67



Photo #68



Photo #69



Photo #70, 71 & 72



Photo #73

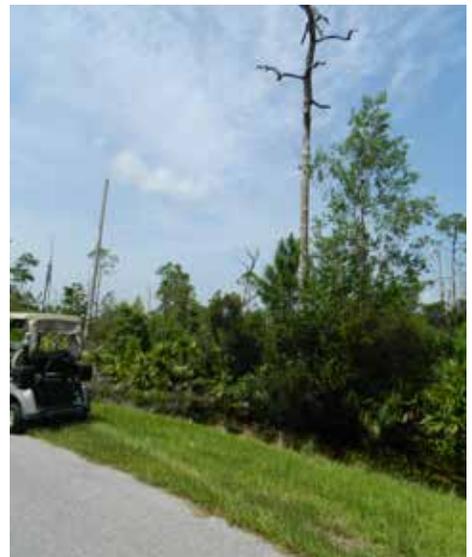


Photo #74



Photo #75 & 76



Photo #77



Photo #78



Photo #79



Photo #80



Photo #81



Photo #82



Photo #83



Photo #84



Photo #85



Photo #86



Photo #87



Photo #88



Photo #89



Photo #90



Photo #92



Photo #93



Photo #94



Photo #95



Photo #96



Photo #97



Photo #98



Photo #99



Photo #100



Photo #101 & 102



Photo #103



Photo #104



Photo #105



Photo #106



Photo #107



Photo #108



Photo #109



Photo #110



Photo #111



Photo #112



Photo #113



Photo #114



Photo #115



Photo #116



Photo #117



Photo #118



Photo #119



Photo #120



Photo #121



Photo #122



Photo #123



Photo #124



Photo #125



Photo #126



Photo #127



Photo #128



EXHIBIT 4

PASS-THROUGH WEIR #2

EXHIBIT 5

**2021 ASSET INVESTIGATION & REPORT (AKA
STRATEGIC OPERATIONAL PLAN) PROPOSAL**



Additional Services Agreement

DATE: October 12, 2021
RE: Flow Way CDD - 2021 Asset Investigations & Report
(AKA Strategic Operational Plan)
CLIENT: Flow Way - Community Development District
2301 NE 37th Street
Fort Lauderdale, FL 33308
ATTENTION: Mr. James P. Ward
CGA NO.: 21-4271.3

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit this proposal as necessary to provide Community Development District asset investigations and reporting services for the Flow Way Community Development District (CDD)(Client) located at Esplanade Golf & Country Club in Naples, Florida.

The scope of work will include preparation of CDD Maps, SharePoint files documentation from previous administration, CDD asset inventory and assessments, and preparation of a operations/capital requirements for on-going budget(s).

This work shall be completed by CGA's Civil Engineering, Construction, Landscape Architecture and Geographic Information System (GIS) Departments. Several site visits will be conducted and a draft report provided to Client for review prior to the final deliverables presented to the Board of Supervisors. The specific scope of services to be provided under this proposal are described as follows:

I. Professional Engineering Services

A. Civil Engineering

1. CGA shall provide project management and project coordination services throughout the asset investigation and report preparation process. This will include the coordination of the inspection team meetings, report, schedule, coordination with other projects or phases, adherence of design to the Client's goals and objectives, and interaction with the CDD staff. Budget estimated for this task includes 1 hour per week for the estimated 12 weeks schedule. This task will also include the prompt resolutions of any issues which may arise during the asset investigation and the report preparation process.

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

2. The CGA Civil Engineering staff shall coordinate with GIS Department staff for the preparation of CDD Maps, included but not limited to, Lake Areas Map, Preserve Areas Map, Landscape Map, Neighborhood Maps, Irrigation / Utility Map, and CDD Entry Feature Area Map.
3. The CGA Civil Engineering staff shall download, organize and sort through the SharePoint files previously transmitted by CDD staff. Files shall be reviewed and organized for better reference in the future.
4. Coordinate with CGA's Construction Department's inspector and conduct sufficient site visits (expected 2 site visits) inventory the existing conditions of the CDD's assets. Assets included in inventory are irrigation (reuse) system, stormwater management (drainage) system, entry roadway, and internal/external preserves.
5. Prepare the CDD Asset Report for asset maintenance costs and capital improvement projects (CIP) costs for budgetary purposes over the next five (5) years.
6. Conduct sufficient review meetings with District Manager to review report and address comments in final draft deliverables to client.
7. Prepare and electronically transmit final CDD Asset Report to Client.
8. Inspection Services (Construction Department)
 - Review existing asset and available historic costs to provide estimated annual repair/replacement costs of the capital improvement funding. Costs will be provided for the following assets:
 - Irrigation Reuse System (pump house and pipe transmission system)

- Stormwater Management System (piping, structures, and fountains/aerators)
- Roadway at main Entrance (paving, curbing, sidewalks, and entry feature signage)
- Measure and rate the existing 34 lakes for bank and littoral shelf compliance, and determine an annual costs for capital improvements programming.
- Review existing assets and available CDD costs to provide annual maintenance costs for the capital improvement programming. Maintenance costs will be compiled from current maintenance activities, contracts for CDD assets including landscaping, irrigation maintenance, lake maintenance, and preserve maintenance.

II. Professional Data Technologies & Development Services

A. Create Geodatabase to contain all project data

B. Acquire Base map Data

1. Parcels/Taxroll – From Collier County Property Appraiser
2. Aerial Imagery – Check with Collier County, if none available use ESRI imagery
3. Streets – From Collier County
4. Water Bodies – Check with Collier County, could also be sourced from SFWMD, or FDEP

5. CDD District Boundary
 6. County Boundary
- C. Create Data from provided CAD and supporting documents
1. Esplanade Boundary
 2. Preserve Area
 3. Ownership Exhibit
 - Preserve Owned Area
 - Future Preserve Transfer
 - Drainage/Access Easement
 - Future Drainage/Access Easement
 - Future Open Space Transfer
 - Adjacent ROW Ownership
 - Adjacent Property Ownership
 - Subdivision Names in the Area
 4. Lake Interconnects

- Catch Basins/Inlets
- Catch basin/Drainage Lateral Lines
- Outfall Locations

5. Irrigation Exhibit

- Irrigation Lines with size
- Irrigation Pump Station

6. Landscape Exhibit

D. Use base map data to create a working base map and layout to standardize all of the exhibits

E. Create each exhibit using standardized layout

1. Landscape Maintenance Exhibit

2. Phased District SWM Facilities

3. Irrigation Exhibit

4. Adjacent Properties Exhibit

5. Adjacent ROW Exhibit

6. Overall Ownership Exhibit

- F. Produce high quality PDF of each exhibit
- G. Package all PDFs with acquired and created data in geodatabase format into a single ZIP file deliverable

III. Professional Landscape Architecture Services

- A. The CGA Landscape Architecture staff shall review the any documents, maps, plans, or as-built drawings pertaining to the landscape items and irrigation system and equipment that is part of the CDD's assets.
- B. The CGA Landscape Architecture staff will conduct a site visit to inventory and assess the existing conditions of the landscape features and irrigation system that are part of the CDD's assets.
- C. Prepare a preliminary draft of the sections of the CDD Asset Report for the landscape items and the irrigation system for inclusion in the overall report.
- D. Attend sufficient review meetings with the District Manager to review the preliminary draft report, and then prepare any revisions to the report to address the review comments.
- E. Prepare the final CDD Asset Report and present the information to the Client.

COST OF THESE SERVICES (Lump Sum)	
I	Professional Engineering Services
	A Professional Civil Engineering Services \$13,380.00
	B Construction Inspection Services \$21,600.00
II	Professional Data Technologies & Development Services \$10,800.00
III	Professional Landscape Architecture Services \$5,640.00
IV	Meetings not included in I thru II Hourly
TOTAL (Plus Hourly Services) \$51,420.00	

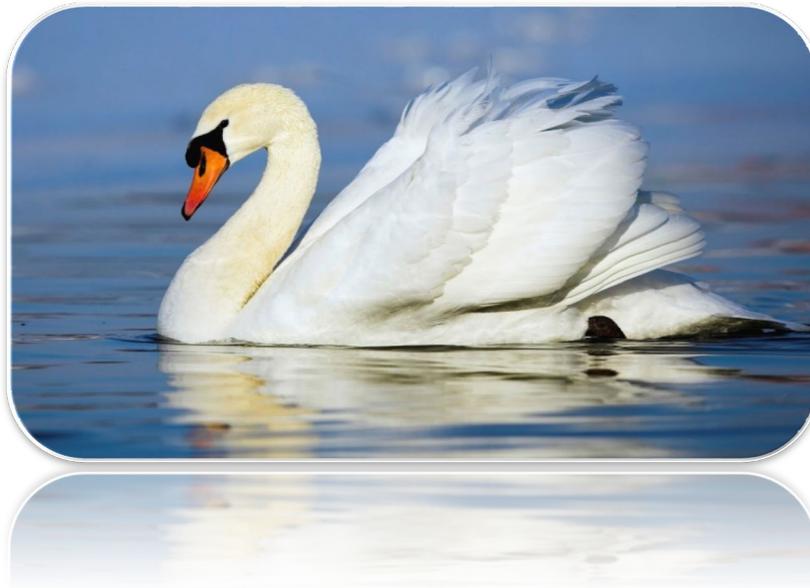
AUTHORIZATION

**Kindly sign and return this authorization at your earliest convenience.
Calvin, Giordano & Associates, Inc.
will proceed upon receipt of authorization.**

By: _____
Mr. James P. Ward
District Manager
Date: _____

By: Chris Giordano
Chris Giordano
President
Date: 10/12/21

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - AUGUST 2021

FISCAL YEAR 2021

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

Flow Way Community Development District

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JPWard & Associates, LLC
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308

**Flowway Community Development District
Balance Sheet
for the Period Ending August 31, 2021**

	Governmental Funds			Debt Service Funds				Capital Projects Funds			Account Groups	Totals
	General Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	General Long Term Debt	(Memorandum Only)
Assets												
Cash and Investments												
General Fund - Invested Cash	\$ 455,716	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 455,716
Debt Service Fund												
Interest Account	-	-	-	-	-	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-	-	-	-	-	-
Reserve Account	-	539,000	245,306	160,913	174,589	118,375	256,422	-	-	-	-	1,494,604
Revenue	-	431,812	255,366	160,905	259,792	164,428	391,896	-	-	-	-	1,664,199
Prepayment Account	-	-	881	-	-	-	5	-	-	-	-	886
General Redemption Account	-	-	-	2,471	-	-	-	-	-	-	-	2,471
Construction	-	-	-	-	-	-	-	21,810	14,237	34,280	-	70,326
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-
Retainage Account	-	-	-	-	-	-	-	-	-	-	-	-
Due from Other Funds												
General Fund	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-
Market Valuation Adjustments												
Accrued Interest Receivable	-	-	-	-	-	-	-	-	-	-	-	-
Assessments Receivable/Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	-	-	-	-	-	2,879,357	2,879,357
Amount to be Provided by Debt Service Funds	-	-	-	-	-	-	-	-	-	-	26,780,643	26,780,643
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	-	-	-	-	-	-
Total Assets	\$ 455,716	\$ 970,812	\$ 501,554	\$ 324,288	\$ 434,381	\$ 282,803	\$ 648,323	\$ 21,810	\$ 14,237	\$ 34,280	\$ 29,660,000	\$ 33,348,203

**Flowway Community Development District
Balance Sheet
for the Period Ending August 31, 2021**

	Governmental Funds		Debt Service Funds					Capital Projects Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	General Long Term Debt		
Liabilities													
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds													
General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-	-
Bonds Payable													
Current Portion	-	-	-	-	-	-	-	-	-	-	-	-	-
Long Term	-	-	-	-	-	-	-	-	-	-	29,660,000	-	29,660,000
Unamortized Prem/Disc on Bds Pybl	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,660,000</u>	<u>\$ -</u>	<u>\$ 29,660,000</u>
Fund Equity and Other Credits													
Investment in General Fixed Assets	-	-	-	-	-	-	-	-	-	-	-	-	-
Fund Balance													
Restricted													
Beginning: October 1, 2020 (Audited)	-	960,943	486,992	346,002	434,323	282,803	671,391	18,059	11,693	1,070,321	-	-	4,282,528
Results from Current Operations	-	9,869	14,562	(21,714)	58	-	(23,069)	3,751	2,543	(1,036,041)	-	-	(1,050,041)
Unassigned													
Beginning: October 1, 2020 (Audited)	366,305	-	-	-	-	-	-	-	-	-	-	-	366,305
Results from Current Operations	89,412	-	-	-	-	-	-	-	-	-	-	-	89,412
Total Fund Equity and Other Credits	<u>\$ 455,716</u>	<u>\$ 970,812</u>	<u>\$ 501,554</u>	<u>\$ 324,288</u>	<u>\$ 434,381</u>	<u>\$ 282,803</u>	<u>\$ 648,323</u>	<u>\$ 21,810</u>	<u>\$ 14,237</u>	<u>\$ 34,280</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,688,203</u>
Total Liabilities, Fund Equity and Other Credits	<u>\$ 455,716</u>	<u>\$ 970,812</u>	<u>\$ 501,554</u>	<u>\$ 324,288</u>	<u>\$ 434,381</u>	<u>\$ 282,803</u>	<u>\$ 648,323</u>	<u>\$ 21,810</u>	<u>\$ 14,237</u>	<u>\$ 34,280</u>	<u>\$ 29,660,000</u>	<u>\$ -</u>	<u>\$ 33,348,203</u>

Flowway Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 100,000	0%
Interest														
Interest - General Checking	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue														
Special Assessments - On-Roll	3,858	250,441	222,779	24,914	44,948	9,977	9,139	2,591	4,167	3	-	572,816	579,690	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contributions Private Sources														
Miscellaneous Revenue	-	-	-	-	944	-	-	-	-	-	-	944	-	N/A
Intragovernmental Transfer In														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3,858	\$ 250,441	\$ 222,779	\$ 24,914	\$ 45,892	\$ 9,977	\$ 9,139	\$ 2,591	\$ 4,167	\$ 3	\$ -	573,760	\$ 679,690	84%
Expenditures and Other Uses														
Legislative														
Board of Supervisor's Fees	-	-	1,600	1,600	-	1,000	-	-	1,800	800	-	6,800	2,400	283%
Executive														
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	36,667	40,000	92%
Financial and Administrative														
Audit Services	-	-	-	-	-	4,400	13,800	-	-	-	-	18,200	4,400	414%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	14,667	16,000	92%
Assessment Roll Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	14,667	16,000	92%
Arbitrage Rebate Services	500	-	-	-	500	500	-	500	-	-	-	2,000	3,000	67%
Other Contractual Services														
Recording and Transcription	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal Advertising	-	1,166	-	-	315	630	252	-	287	-	2,081	4,731	3,500	135%
Trustee Services	-	-	-	7,159	4,327	-	8,654	-	-	-	4,031	24,171	25,450	95%
Dissemination Agent Services	5,600	-	-	-	500	-	-	-	-	100	-	6,200	5,500	113%
Property Appraiser Fees	9,966	-	-	-	-	-	-	-	(7,869)	-	-	2,097	16,000	13%
Bank Services	-	-	-	-	-	-	-	-	-	-	-	-	400	0%
Travel and Per Diem														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Communications & Freight Services														
Postage, Freight & Messenger	19	-	30	7	222	75	-	14	-	-	-	367	600	61%
Rentals & Leases														
Meeting Room Rental	-	-	200	-	-	-	-	-	-	-	-	200	-	N/A
Computer Services - Website Development														
	50	50	-	-	-	-	-	-	-	-	-	100	2,000	5%
Insurance														
	6,503	-	-	-	-	-	-	-	-	-	-	6,503	6,300	103%
Printing & Binding														
	-	-	152	-	-	295	-	-	-	-	-	447	750	60%

Flowway Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Subscription & Memberships	175	-	-	-	-	-	-	-	-	-	-	175	175	100%
Legal Services														
Legal - General Counsel	2,135	-	613	683	7,503	2,152	2,671	-	1,066	2,622	1,591	21,034	10,000	210%
Boundary Expansion	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
SFWMD - Permit Objection	-	-	185	-	5,615	-	-	-	598	-	-	6,397	-	N/A
Special Counsel - Litigation	-	-	-	-	14,720	6,492	25,056	-	22,818	32,302	17,681	119,068	100,000	119%
Other General Government Services														
Engineering Services - General Fund	150	-	-	1,468	-	-	14,226	4,815	7,534	4,523	1,988	34,703	5,000	694%
Miscellaneous Services	-	613	-	-	-	-	-	-	-	-	-	613	-	N/A
Boardwalk & Golf Cart Review	-	-	-	-	-	-	-	1,125	375	1,538	-	3,037.50	-	N/A
Asset Evaluation	-	-	-	-	-	-	-	6,183	1,426	-	-	7,608.75	-	N/A
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Stormwater Management Services														
Preserve Area Maintenance														
Environmental Engineering Consultant														
Task 1 - Bid Documents	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Task 2 - Monthly site visits	-	-	-	-	-	-	-	-	-	-	-	-	13,350	0%
Task 3 - Reporting to Regulatory Agencies	-	-	-	-	-	-	-	-	-	-	-	-	8,000	0%
Task 4 - Fish Sampling to US Fish & Wildlife	-	-	-	-	-	-	-	-	-	-	-	-	10,350	0%
Task 5 - Attendance at Board Meeting	-	-	-	-	-	-	-	-	-	-	-	-	1,000	N/A
Clearing Downed Trees/Cleanup	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Code Enforcement for Incursion into Preserve	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Repairs and Maintenance														
Wading Bird Foraging Areas	-	-	-	-	-	-	-	-	-	-	-	-	1,522	0%
Internal Preserves	-	-	-	-	-	-	-	-	-	-	-	-	6,598	0%
Western Preserve	-	-	-	-	-	-	-	-	-	-	33,215	33,215	33,215	100%
Northern Preserve Area 1	-	-	-	-	-	-	-	-	-	-	-	-	64,560	0%
Northern Preserve Area 2	-	-	-	-	-	-	-	-	-	21,875	57,575	79,450	113,120	70%
Northern Preserve Areas 1&2	-	-	-	-	-	-	-	-	-	-	34,615	34,615	-	N/A
Clearing Downed Trees/Cleanup	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Code Enforcement for Incursion into Preserve	-	-	-	-	-	-	-	-	-	-	-	-	2,500	0%
No Trespassing Signs	-	-	-	618	-	-	-	-	-	-	-	618	-	N/A
Lake, Lake Bank and Littoral Shelf Maintenance														
Professional Services														
Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	15,000	0%
Repairs & Maintenance														

Flowway Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Aquatic Weed Control	-	-	-	-	-	-	-	-	-	-	-	-	35,000	0%
Lake Bank Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	15,000	0%
Water Quality Testing	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Littortal Shelf Planting	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
Aeration System	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Water Control Structures	-	-	-	-	-	-	-	-	-	-	6,000	6,000	-	N/A
Capital Outlay														
Aeration Systems	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Littortal Shelf Replanting	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Lake Bank Restoration	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Erosion Restoration	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	1,600	0%
Landscaping Services														
Professional Services														
Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Utility Services														
Electric	-	-	-	-	-	-	-	-	-	-	-	-	2,400	0%
Irrigation Water	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
Repairs & Maintenance														
Public Area Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0%
Irrigation System	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
Well System	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
Plant Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Supplies														
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Lake Bank Restoration	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Reserves for Future Operations														
Future Operations/Restorations	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer Out														
Sub-Total:	31,098	7,829	8,780	17,533	39,701	21,543	70,660	18,636	34,033	69,758	164,776	484,349	679,690	71%
Total Expenditures and Other Uses:	\$ 31,098	\$ 7,829	\$ 8,780	\$ 17,533	\$ 39,701	\$ 21,543	\$ 70,660	\$ 18,636	\$ 34,033	\$ 69,758	\$ 164,776	\$ 484,349	\$ 679,690	71%
Net Increase/ (Decrease) in Fund Balance	(27,240)	242,612	213,998	7,381	6,191	(11,566)	(61,520)	(16,046)	(29,866)	(69,756)	(164,776)	89,412	-	
Fund Balance - Beginning	366,305	339,065	581,677	795,675	803,056	809,247	797,681	736,161	720,115	690,249	620,493	366,305	-	
Fund Balance - Ending	\$ 339,065	\$ 581,677	\$ 795,675	\$ 803,056	\$ 809,247	\$ 797,681	\$ 736,161	\$ 720,115	\$ 690,249	\$ 620,493	\$ 455,716	455,716	\$ -	

Flowway Community Development District
Debt Service Fund - Series 2013
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	0	0	-	-	-	-	0	0	-	-	0	8	2%
Sinking Fund	-	0	0	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	1	5,830	0	0	0	0	0	5,744	0	0	0	11,578	1,600	724%
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	2	2	0	1	2	2	2	3	2	2	2	20	975	2%
Special Assessment Revenue														
Special Assessments - On-Roll	3,589	232,943	207,214	23,174	41,808	9,280	8,501	2,410	3,876	2	-	532,796	539,344	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3,591	\$ 238,774	\$ 207,215	\$ 23,176	\$ 41,811	\$ 9,282	\$ 8,504	\$ 8,156	\$ 3,878	\$ 5	\$ 2	544,394	\$ 541,927	N/A
Expenditures and Other Uses														
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	1,950.42	-	-	1,950	\$ -	N/A
Debt Service														
Principal Debt Service - Mandatory														
Series 2013 Bonds	-	115,000	-	-	-	-	-	-	-	-	-	115,000	\$ 115,000	100%
Principal Debt Service - Early Redemptions														
Series 2013 Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense														
Series 2013 Bonds	-	210,513	-	-	-	-	-	207,063	-	-	-	417,575	417,575	100%
Operating Transfers Out (To Other Funds)														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$0	\$325,513	\$0	\$0	\$0	\$0	\$0	\$207,063	\$1,950	\$0	\$0	\$534,525	\$532,575	N/A
Net Increase/ (Decrease) in Fund Balance	3,591	(86,738)	207,215	23,176	41,811	9,282	8,504	(198,906)	1,928	5	2	9,869	9,352	
Fund Balance - Beginning	960,943	964,535	877,797	1,085,011	1,108,187	1,149,997	1,159,280	1,167,783	968,877	970,805	970,810	960,943		
Fund Balance - Ending	\$ 964,535	\$ 877,797	\$ 1,085,011	\$ 1,108,187	\$ 1,149,997	\$ 1,159,280	\$ 1,167,783	\$ 968,877	\$ 970,805	\$ 970,810	\$ 970,812	970,812	\$ 9,352	

Flowway Community Development District
Debt Service Fund - Series 2015 (Phase 3)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	0	0	-	-	-	-	0	0	-	-	0	-	N/A
Sinking Fund	-	0	0	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	0	2,663	0	0	0	0	0	2,624	0	0	0	5,288	550	962%
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	1	1	0	1	1	1	1	1	1	1	1	11	300	4%
Special Assessment Revenue														
Special Assessments - On-Roll	1,702	110,460	98,260	10,989	19,825	4,400	4,031	1,143	1,838	1	-	252,649	255,873	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayment	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfers In														
Debt Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 1,703	\$ 113,124	\$ 98,260	\$ 10,990	\$ 19,827	\$ 4,402	\$ 4,033	\$ 3,768	\$ 1,839	\$ 2	\$ 1	257,949	\$ 256,723	N/A
Expenditures and Other Uses														
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	924.88	-	-	925	\$ -	N/A
Debt Service														
Principal Debt Service - Mandatory														
Series 2015 Bonds (Phase 3)	-	70,000	-	-	-	-	-	-	-	-	-	70,000	\$ 70,000	100%
Principal Debt Service - Early Redemptions														
Series 2015 Bonds (Phase 3)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense														
Series 2015 Bonds (Phase 3)	-	86,975	-	-	-	-	-	85,488	-	-	-	172,463	172,463	100%
Operating Transfers Out (To Other Funds)														
Total Expenditures and Other Uses:	\$0	\$156,975	\$0	\$0	\$0	\$0	\$0	\$85,488	\$925	\$0	\$0	\$243,387	\$242,463	N/A
Net Increase/ (Decrease) in Fund Balance	1,703	(43,851)	98,260	10,990	19,827	4,402	4,033	(81,720)	914	2	1	14,562	14,260	
Fund Balance - Beginning	486,992	488,695	444,844	543,105	554,095	573,921	578,323	582,356	500,636	501,550	501,552	486,992	-	
Fund Balance - Ending	\$ 488,695	\$ 444,844	\$ 543,105	\$ 554,095	\$ 573,921	\$ 578,323	\$ 582,356	\$ 500,636	\$ 501,550	\$ 501,552	\$ 501,554	501,554	\$ 14,260	

Flowway Community Development District
Debt Service Fund - Series 2015 (Phase 4)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	0	0	-	-	-	-	0	0	-	-	0	-	N/A
Sinking Fund	-	0	0	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	0	1,751	0	0	0	0	0	1,726	0	0	0	3,478	500	696%
Prepayment Account	0	0	-	-	-	-	-	-	-	-	0	0	-	N/A
Revenue Account	1	1	0	0	1	1	1	1	1	1	1	8	400	2%
General Redemption Account	0	0	0	0	0	0	0	0	0	0	0	0	-	N/A
Special Assessment Revenue														
Special Assessments - On-Roll	1,440	93,439	81,776	9,296	16,770	3,722	3,410	967	1,555	1	-	212,374	216,250	98%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (To Other Funds)														
Debt Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 1,441	\$ 95,191	\$ 81,776	\$ 9,296	\$ 16,771	\$ 3,723	\$ 3,411	\$ 2,693	\$ 1,556	\$ 2	\$ 1	215,861	\$ 217,150	N/A
Expenditures and Other Uses														
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	782.36	-	-	782	\$ -	N/A
Debt Service														
Principal Debt Service - Mandatory														
Series 2015 Bonds (Phase 4)	-	55,000	-	-	-	-	-	-	-	-	-	55,000	\$ 55,000	100%
Principal Debt Service - Early Redemptions														
Series 2015 Bonds (Phase 4)	-	20,000	-	-	-	-	-	-	-	-	5,000	25,000	-	N/A
Interest Expense														
Series 2015 Bonds (Phase 4)	-	79,178	-	-	-	-	-	77,547	-	-	67	156,792	157,256	100%
Operating Transfers Out (To Other Funds)														
Total Expenditures and Other Uses:	\$0	\$154,178	\$0	\$0	\$0	\$0	\$0	\$77,547	\$782	\$0	\$5,067	\$237,575	\$212,256	N/A
Net Increase/ (Decrease) in Fund Balance	1,441	(58,987)	81,776	9,296	16,771	3,723	3,411	(74,854)	773	2	(5,066)	(21,714)	4,894	
Fund Balance - Beginning	346,002	347,443	288,456	370,232	379,528	396,299	400,022	403,433	328,580	329,353	329,355	346,002		
Fund Balance - Ending	\$ 347,443	\$ 288,456	\$ 370,232	\$ 379,528	\$ 396,299	\$ 400,022	\$ 403,433	\$ 328,580	\$ 329,353	\$ 329,355	\$ 324,288	324,288	\$ 4,894	

Flowway Community Development District
Debt Service Fund - Series 2016 (Phase 5)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	0	0	-	-	-	-	0	0	-	-	0	2	5%
Sinking Fund	-	0	0	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	0	1,888	0	0	0	0	0	1,861	0	0	0	3,750	345	1087%
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	1	1	0	1	1	1	1	2	1	1	1	12	220	5%
Special Assessment Revenue														
Special Assessments - On-Roll	2,329	151,169	134,472	15,039	27,131	6,022	5,517	1,564	2,515	2	-	345,759	350,060	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds														
Operating Transfers In (To Other Funds)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 2,330	\$ 153,058	\$ 134,472	\$ 15,040	\$ 27,133	\$ 6,023	\$ 5,518	\$ 3,426	\$ 2,516	\$ 3	\$ 1	349,521	\$ 350,627	N/A
Expenditures and Other Uses														
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	1,265.73	-	-	1,266	\$ -	N/A
Debt Service														
Principal Debt Service - Mandatory														
Series 2016 Bonds (Phase 5)	-	100,000	-	-	-	-	-	-	-	-	-	100,000	\$ 95,000	105%
Principal Debt Service - Early Redemptions														
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense														
Series 2016 Bonds (Phase 5)	-	123,074	-	-	-	-	-	121,374	-	-	-	244,448	247,763	99%
Operating Transfers Out (To Other Funds)	0	1,888	0	0	0	0	0	1,861	0	0	0	3,750	-	N/A
Total Expenditures and Other Uses:	\$0	\$224,962	\$0	\$0	\$0	\$0	\$0	\$123,234	\$1,266	\$0	\$0	\$349,464	\$342,763	N/A
Net Increase/ (Decrease) in Fund Balance	2,330	(71,904)	134,472	15,039	27,133	6,023	5,518	(119,809)	1,251	3	1	58	7,864	
Fund Balance - Beginning	434,323	436,653	364,749	499,221	514,261	541,393	547,417	552,935	433,126	434,377	434,380	434,323		
Fund Balance - Ending	\$ 436,653	\$ 364,749	\$ 499,221	\$ 514,261	\$ 541,393	\$ 547,417	\$ 552,935	\$ 433,126	\$ 434,377	\$ 434,380	\$ 434,381	434,381	\$ 7,864	

Flowway Community Development District
Debt Service Fund - Series 2017 (Phase 6)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	0	0	-	-	-	-	0	0	-	-	0	-	N/A
Sinking Fund	-	0	0	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	0	1,280	0	0	0	0	0	1,262	0	0	0	2,543	2,200	116%
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	1	1	0	0	1	1	1	1	1	1	1	7	1,100	1%
Special Assessment Revenue														
Special Assessments - On-Roll	1,570	101,890	90,636	10,136	18,287	4,059	3,718	1,054	1,695	1	-	233,047	235,848	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds														
Operating Transfers In (To Other Funds)														
Total Revenue and Other Sources:	\$ 1,571	\$ 103,171	\$ 90,636	\$ 10,137	\$ 18,288	\$ 4,060	\$ 3,719	\$ 2,317	\$ 1,696	\$ 2	\$ 1	235,597	\$ 239,148	N/A
Expenditures and Other Uses														
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	853	-	-	853	\$ -	N/A
Debt Service														
Principal Debt Service - Mandatory														
Series 2017 Bonds (Phase 6)	-	65,000	-	-	-	-	-	-	-	-	-	65,000	\$ 65,000	100%
Principal Debt Service - Early Redemptions														
Series 2017 Bonds (Phase 6)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense														
Series 2017 Bonds (Phase 6)	-	83,850	-	-	-	-	-	82,713	-	-	-	166,563	166,563	100%
Debt Service-Other Costs														
Operating Transfers Out (To Other Funds)	0	1,280	0	0	0	0	0	1,262	0	-	0	2,543	-	N/A
Total Expenditures and Other Uses:	\$0	\$150,130	\$0	\$0	\$0	\$0	\$0	\$83,974	\$853	\$0	\$0	\$234,958	\$231,563	N/A
Net Increase/ (Decrease) in Fund Balance	1,570	(46,959)	90,636	10,137	18,288	4,060	3,719	(81,658)	843	2	1	639	7,585	
Fund Balance - Beginning	282,164	283,735	236,776	327,412	337,549	355,837	359,896	363,616	281,958	282,801	282,803	282,164		
Fund Balance - Ending	\$ 283,735	\$ 236,776	\$ 327,412	\$ 337,549	\$ 355,837	\$ 359,896	\$ 363,616	\$ 281,958	\$ 282,801	\$ 282,803	\$ 282,803	282,803	\$ 7,585	

Flowway Community Development District
Debt Service Fund - Series 2019 (Phase 7, Phase 8 and Hatcher)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward - Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	0	0	-	-	-	-	1	0	-	-	1	-	N/A
Sinking Account	-	0	0	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	1	1	1	1	1	1	1	-	1	1	1	12	2,700	0%
Prepayment Account	-	-	-	-	-	-	2	4	0	-	-	7	-	N/A
Revenue Account	2	2	0	1	2	2	2	2	2	2	2	17	1,100	2%
Special Assessment Revenue														
Special Assessments - On-Roll	3,851	249,964	222,355	24,867	44,863	9,958	9,122	2,586	4,159	3	-	571,727	578,774	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	21,948	-	-	-	21,948	-	N/A
Debt Proceeds														
Operating Transfers In (To Other Funds)	-	-	-	-	-	1,037,102	-	-	-	-	-	1,037,102	-	N/A
Total Revenue and Other Sources:	\$ 3,854	\$ 249,967	\$ 222,357	\$ 24,869	\$ 44,866	\$ 1,047,063	\$ 9,127	\$ 24,542	\$ 4,162	\$ 5	\$ 3	1,630,815	\$ 582,574	N/A
Expenditures and Other Uses														
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	2,093	-	-	2,093	\$ -	N/A
Debt Service														
Principal Debt Service - Mandatory														
Series 2019 Bonds (Phase 7,8,Hatcher)	-	180,000	-	-	-	-	-	-	-	-	-	180,000	\$ 180,000	100%
Principal Debt Service - Early Redemptions														
Series 2019 Bonds (Phase 7,8,Hatcher)	-	-	-	-	-	-	-	1,075,000	-	-	-	1,075,000	-	N/A
Interest Expense														
Series 2019 Bonds (Phase 7,8,Hatcher)	-	199,387	-	-	-	-	-	196,372	-	-	-	395,759	395,759	100%
Debt Service-Other Costs														
Operating Transfers Out (To Other Funds)	1	1	64	1	1	1	1	1	957	1	1	1,031	-	N/A
Total Expenditures and Other Uses:	\$1	\$379,388	\$64	\$1	\$1	\$1	\$1	\$1,271,373	\$3,050	\$1	\$1	\$1,653,883	\$575,759	N/A
Net Increase/ (Decrease) in Fund Balance	3,853	(129,421)	222,293	24,868	44,865	1,047,062	9,126	(1,246,831)	1,112	4	2	(23,069)	6,815	
Fund Balance - Beginning	671,391	675,244	545,823	768,116	792,984	837,849	1,884,910	1,894,036	647,205	648,317	648,321	671,391		
Fund Balance - Ending	\$ 675,244	\$ 545,823	\$ 768,116	\$ 792,984	\$ 837,849	\$ 1,884,910	\$ 1,894,036	\$ 647,205	\$ 648,317	\$ 648,321	\$ 648,323	648,323	\$ 6,815	

**Flowway Community Development District
Capital Project Fund - Series 2016 (Phase 5)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021**

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget
Revenue and Other Sources													
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income													
Construction Account	0	0	0	0	0	0	0	0	0	0	0	1	-
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Proceeds												\$ -	-
Operating Transfers In (From Other Funds)	0	1,888	0	0	0	0	0	1,861	0	0	0	3,750	-
Total Revenue and Other Sources:	\$ 0	\$ 1,888	\$ 0	\$ 1,861	\$ 0	\$ 0	\$ 0	\$ 3,751	\$ -				
Expenditures and Other Uses													
Executive													
Professional Management	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Other Contractual Services													
Trustee Services	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Legal Services													
Legal - Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Other General Government Services													
Stormwater Mgmt-Construction	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Capital Outlay													
Construction in Progress	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Cost of Issuance													
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Underwriter's Discount	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures and Other Uses:	\$ -												
Net Increase/ (Decrease) in Fund Balance	0	1,888	0	0	0	0	0	1,861	0	0	0	3,751	-
Fund Balance - Beginning	18,059	18,059	19,947	19,948	19,948	19,948	19,948	19,948	21,809	21,809	21,810	18,059	-
Fund Balance - Ending	\$ 18,059	\$ 19,947	\$ 19,948	\$ 21,809	\$ 21,809	\$ 21,810	\$ 21,810	\$ 21,810	\$ -				

**Flowway Community Development District
Capital Project Fund - Series 2017 (Phase 6)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2021**

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget
Revenue and Other Sources													
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Interest Income													
Construction Account	0	0	0	0	0	0	0	0	0	0	0	1	-
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Proceeds													
Operating Transfers In (From Other Funds)	0	1,280	0	0	0	0	0	1,262	0	0	0	2,543	-
Total Revenue and Other Sources:	\$ 0	\$ 1,280	\$ 0	\$ 1,262	\$ 0	\$ 0	\$ 0	\$ 2,543	\$ -				
Expenditures and Other Uses													
Executive													
Professional Management	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Other Contractual Services													
Trustee Services	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Printing & Binding													
-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Legal Services													
Legal - Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Capital Outlay													
Water-Sewer Combination-Construction	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Stormwater Mgmt-Construction	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Off-Site Improvements-CR 951 Extension	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Construction in Progress													
-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Cost of Issuance													
Series 2017 Bonds (Phase 6)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Underwriter's Discount													
-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures and Other Uses:	\$ -												
Net Increase/ (Decrease) in Fund Balance	0	1,280	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	1,262	\$ 0	\$ 0	\$ 0	\$ 2,543	-
Fund Balance - Beginning	11,693	11,693	\$ 12,974	\$ 12,974	\$ 12,974	\$ 12,974	\$ 12,974	\$ 12,974	\$ 14,236	\$ 14,236	\$ 14,236	11,693	-
Fund Balance - Ending	\$ 11,693	\$ 12,974	\$ 14,236	\$ 14,236	\$ 14,236	\$ 14,237	\$ 14,237	\$ -					

Flowway Community Development District
 Capital Project Fund - Series 2019 (Phase 7, Phase 8 and Hatcher)
 Statement of Revenues, Expenditures and Changes in Fund Balance
 Through August 31, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget
Revenue and Other Sources													
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Interest Income													
Construction Account	0	0	0	0	0	0	0	0	0	0	0	2	-
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-
Retainage Account	4	4	4	4	4	6	-	-	-	-	-	28	-
Debt Proceeds													
Contributions from Private Sources													
Operating Transfers In (From Other Funds)	1	1	64	1	1	1	1	1	957	1	1	1,031	-
Total Revenue and Other Sources:	\$ 6	\$ 6	\$ 68	\$ 6	\$ 6	\$ 8	\$ 1	\$ 1	\$ 957	\$ 1	\$ 1	\$ 1,061	\$ -
Expenditures and Other Uses													
Executive													
Professional Management	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Other Contractual Services													
Trustee Services	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Printing & Binding													
Legal Services	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Legal - Series 2019 Bonds (Ph 7, Ph 8 & Hatcher)	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Capital Outlay													
Water-Sewer Combination-Construction	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Stormwater Mgmt-Construction	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Off-Site Improvements-CR 951 Extension	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Construction in Progress													
Cost of Issuance													
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Underwriter's Discount	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,037,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,037,102	\$ -
Total Expenditures and Other Uses:	\$ -	\$ 1,037,102	\$ -	\$ 1,037,102	\$ -								
Net Increase/ (Decrease) in Fund Balance	\$ 6	\$ 6	\$ 68	\$ 6	\$ 6	\$ (1,037,094)	\$ 1	\$ 1	\$ 957	\$ 1	\$ 1	\$ (1,036,041)	-
Fund Balance - Beginning	1,070,321	1,070,326	\$ 1,070,332	\$ 1,070,400	\$ 1,070,406	\$ 1,070,412	\$ 33,317	\$ 33,319	\$ 33,320	\$ 34,277	\$ 34,278	1,070,321	-
Fund Balance - Ending	\$ 1,070,326	\$ 1,070,332	\$ 1,070,400	\$ 1,070,406	\$ 1,070,412	\$ 33,317	\$ 33,319	\$ 33,320	\$ 34,277	\$ 34,278	\$ 34,280	\$ 34,280	\$ -

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - SEPTEMBER 2021

FISCAL YEAR 2021

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

Flow Way Community Development District

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JPWard & Associates, LLC
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308

**Flowway Community Development District
Balance Sheet
for the Period Ending September 30, 2021**

	Governmental Funds			Debt Service Funds				Capital Projects Funds			Account Groups	Totals
	General Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	General Long Term Debt	(Memorandum Only)
Assets												
Cash and Investments												
General Fund - Invested Cash	\$ 355,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 355,042
Debt Service Fund												
Interest Account	-	-	-	-	-	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-	-	-	-	-	-
Reserve Account	-	539,000	245,306	160,913	174,589	118,375	256,422	-	-	-	-	1,494,604
Revenue	-	431,814	255,367	160,905	259,793	164,429	391,898	-	-	-	-	1,664,207
Prepayment Account	-	-	881	-	-	-	5	-	-	-	-	886
General Redemption Account	-	-	-	2,471	-	-	-	-	-	-	-	2,471
Construction	-	-	-	-	-	-	-	21,810	14,237	34,281	-	70,328
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-
Retainage Account	-	-	-	-	-	-	-	-	-	-	-	-
Due from Other Funds												
General Fund	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-
Market Valuation Adjustments												
Accrued Interest Receivable	-	-	-	-	-	-	-	-	-	-	-	-
Assessments Receivable/Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	-	-	-	-	-	2,879,364	2,879,364
Amount to be Provided by Debt Service Funds	-	-	-	-	-	-	-	-	-	-	26,775,636	26,775,636
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	-	-	-	-	-	-
Total Assets	\$ 355,042	\$ 970,814	\$ 501,555	\$ 324,289	\$ 434,382	\$ 282,804	\$ 648,324	\$ 21,810	\$ 14,237	\$ 34,281	\$ 29,655,000	\$ 33,242,538

**Flowway Community Development District
Balance Sheet
for the Period Ending September 30, 2021**

	Governmental Funds		Debt Service Funds					Capital Projects Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	General Long Term Debt		
Liabilities													
Accounts Payable & Payroll Liabilities	\$ 19,138	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,138
Due to Other Funds													
General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-	-
Bonds Payable													
Current Portion	-	-	-	-	-	-	-	-	-	-	-	-	-
Long Term	-	-	-	-	-	-	-	-	-	-	29,655,000	-	29,655,000
Unamortized Prem/Disc on Bds Pybl	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Liabilities	<u>\$ 19,138</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,655,000</u>	<u>\$ 29,674,138</u>
Fund Equity and Other Credits													
Investment in General Fixed Assets	-	-	-	-	-	-	-	-	-	-	-	-	-
Fund Balance													
Restricted													
Beginning: October 1, 2020 (Audited)	-	960,943	486,992	346,002	434,323	282,803	671,391	18,059	11,693	1,070,321	-	-	4,282,528
Results from Current Operations	-	9,871	14,563	(21,713)	59	1	(23,067)	3,752	2,544	(1,036,040)	-	-	(1,050,031)
Unassigned													
Beginning: October 1, 2020 (Audited)	366,305	-	-	-	-	-	-	-	-	-	-	-	366,305
Results from Current Operations	(30,401)	-	-	-	-	-	-	-	-	-	-	-	(30,401)
Total Fund Equity and Other Credits	<u>\$ 335,904</u>	<u>\$ 970,814</u>	<u>\$ 501,555</u>	<u>\$ 324,289</u>	<u>\$ 434,382</u>	<u>\$ 282,804</u>	<u>\$ 648,324</u>	<u>\$ 21,810</u>	<u>\$ 14,237</u>	<u>\$ 34,281</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,568,400</u>
Total Liabilities, Fund Equity and Other Credits	<u>\$ 355,042</u>	<u>\$ 970,814</u>	<u>\$ 501,555</u>	<u>\$ 324,289</u>	<u>\$ 434,382</u>	<u>\$ 282,804</u>	<u>\$ 648,324</u>	<u>\$ 21,810</u>	<u>\$ 14,237</u>	<u>\$ 34,281</u>	<u>\$ 29,655,000</u>	<u>\$ -</u>	<u>\$ 33,242,538</u>

Flowway Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 100,000	0%
Interest															
Interest - General Checking	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue															
Special Assessments - On-Roll	3,858	250,441	222,779	24,914	44,948	9,977	9,139	2,591	4,167	3	-	-	572,816	579,690	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contributions Private Sources															
Miscellaneous Revenue	-	-	-	-	944	-	-	-	-	-	-	-	944	-	N/A
Intragovernmental Transfer In															
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3,858	\$ 250,441	\$ 222,779	\$ 24,914	\$ 45,892	\$ 9,977	\$ 9,139	\$ 2,591	\$ 4,167	\$ 3	\$ -	\$ -	573,760	\$ 679,690	84%
Expenditures and Other Uses															
Legislative															
Board of Supervisor's Fees	-	-	1,600	1,600	-	1,000	-	-	1,800	800	-	800	7,600	2,400	317%
Executive															
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000	40,000	100%
Financial and Administrative															
Audit Services	-	-	-	-	-	4,400	13,800	-	-	-	-	-	18,200	4,400	414%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	16,000	16,000	100%
Assessment Roll Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	16,000	16,000	100%
Arbitrage Rebate Services	500	-	-	-	500	500	-	500	-	-	-	2,500	4,500	3,000	150%
Other Contractual Services															
Recording and Transcription	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal Advertising	-	1,166	-	-	315	630	252	-	287	-	2,081	-	4,731	3,500	135%
Trustee Services	-	-	-	7,159	4,327	-	8,654	-	-	-	4,031	-	24,171	25,450	95%
Dissemination Agent Services	5,600	-	-	-	500	-	-	-	-	100	-	-	6,200	5,500	113%
Property Appraiser Fees	9,966	-	-	-	-	-	-	-	(7,869)	-	-	-	2,097	16,000	13%
Bank Services	-	-	-	-	-	-	-	-	-	-	-	31	31	400	8%
Travel and Per Diem															
Travel and Per Diem	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Communications & Freight Services															
Postage, Freight & Messenger	19	-	30	7	222	75	-	14	-	-	-	17	384	600	64%
Rentals & Leases															
Meeting Room Rental	-	-	200	-	-	-	-	-	-	-	-	-	200	-	N/A
Computer Services - Website Development															
Computer Services - Website Development	50	50	-	-	-	-	-	-	-	-	-	-	100	2,000	5%
Insurance															
Insurance	6,503	-	-	-	-	-	-	-	-	-	-	-	6,503	6,300	103%
Printing & Binding															
Printing & Binding	-	-	152	-	-	295	-	-	-	-	-	-	447	750	60%
Office Supplies															
Office Supplies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Subscription & Memberships															
Subscription & Memberships	175	-	-	-	-	-	-	-	-	-	-	-	175	175	100%

Flowway Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Legal Services															
Legal - General Counsel	2,135	-	613	683	7,503	2,152	2,671	-	1,066	2,622	1,591	475	21,509	10,000	215%
Boundary Expansion	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
SFWMD - Permit Objection	-	-	185	-	5,615	-	-	-	598	-	-	-	6,397	-	N/A
Special Counsel - Litigation	-	-	-	-	14,720	6,492	25,056	-	22,818	32,302	17,681	38,621	157,689	100,000	158%
Other General Government Services															
Engineering Services - General Fund	150	-	-	1,468	-	-	14,226	4,815	7,534	4,523	1,988	2,258	36,960	5,000	739%
Miscellaneous Services	-	613	-	-	-	-	-	-	-	-	-	-	613	-	N/A
Boardwalk & Golf Cart Review	-	-	-	-	-	-	-	1,125	375	1,538	-	-	3,037.50	-	N/A
Asset Evaluation	-	-	-	-	-	-	-	6,183	1,426	-	-	-	7,608.75	-	N/A
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Stormwater Management Services															
Preserve Area Maintenance															
Environmental Engineering Consultant															
Task 1 - Bid Documents	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Task 2 - Monthly site visits	-	-	-	-	-	-	-	-	-	-	-	16,900	16,900	13,350	127%
Task 3 - Reporting to Regulatory Agencies	-	-	-	-	-	-	-	-	-	-	-	-	-	8,000	0%
Task 4 - Fish Sampling to US Fish & Wildlife	-	-	-	-	-	-	-	-	-	-	-	-	-	10,350	0%
Task 5 - Attendance at Board Meeting	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	N/A
Clearing Downed Trees/Cleanup	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
Code Enforcement for Incursion into Preserve	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Repairs and Maintenance															
Wading Bird Foraging Areas	-	-	-	-	-	-	-	-	-	-	-	1,523	1,523	1,522	100%
Internal Preserves	-	-	-	-	-	-	-	-	-	-	-	6,598	6,598	6,598	100%
Western Preserve	-	-	-	-	-	-	-	-	-	-	33,215	-	33,215	33,215	100%
Northern Preserve Area 1	-	-	-	-	-	-	-	-	-	-	-	-	-	64,560	0%
Northern Preserve Area 2	-	-	-	-	-	-	-	-	-	21,875	57,575	41,405	120,855	113,120	107%
Northern Preserve Areas 1&2	-	-	-	-	-	-	-	-	-	-	34,615	-	34,615	-	N/A
Clearing Downed Trees/Cleanup	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Code Enforcement for Incursion into Preserve	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	0%
No Trespassing Signs	-	-	-	618	-	-	-	-	-	-	-	-	618	-	N/A
Lake, Lake Bank and Littoral Shelf Maintenance															
Professional Services															
Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	15,000	0%
Repairs & Maintenance															
Aquatic Weed Control	-	-	-	-	-	-	-	-	-	-	-	-	-	35,000	0%
Lake Bank Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	15,000	0%
Water Quality Testing	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Littortal Shelf Planting	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%

Flowway Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Aeration System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Water Control Structures	-	-	-	-	-	-	-	-	-	-	6,000	2,685	8,685	-	N/A
Capital Outlay															
Aeration Systems	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Littortal Shelf Replanting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Lake Bank Restoration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Erosion Restoration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	1,600	0%
Landscaping Services															
Professional Services															
Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Utility Services															
Electric	-	-	-	-	-	-	-	-	-	-	-	-	-	2,400	0%
Irrigation Water	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
Repairs & Maintenance															
Public Area Landscaping	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000	0%
Irrigation System	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	0%
Well System	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
Plant Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Supplies															
Mulch	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Lake Bank Restoration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Reserves for Future Operations															
Future Operations/Restorations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer Out															
Sub-Total:	31,098	7,829	8,780	17,533	39,701	21,543	70,660	18,636	34,033	69,758	164,776	119,812	604,161	679,690	89%
Total Expenditures and Other Uses:	\$ 31,098	\$ 7,829	\$ 8,780	\$ 17,533	\$ 39,701	\$ 21,543	\$ 70,660	\$ 18,636	\$ 34,033	\$ 69,758	\$ 164,776	\$ 119,812	\$ 604,161	\$ 679,690	89%
Net Increase/ (Decrease) in Fund Balance	(27,240)	242,612	213,998	7,381	6,191	(11,566)	(61,520)	(16,046)	(29,866)	(69,756)	(164,776)	(119,812)	(30,401)	-	
Fund Balance - Beginning	366,305	339,065	581,677	795,675	803,056	809,247	797,681	736,161	720,115	690,249	620,493	455,716	366,305	-	
Fund Balance - Ending	\$ 339,065	\$ 581,677	\$ 795,675	\$ 803,056	\$ 809,247	\$ 797,681	\$ 736,161	\$ 720,115	\$ 690,249	\$ 620,493	\$ 455,716	\$ 335,904	335,904	\$ -	

Flowway Community Development District
Debt Service Fund - Series 2013
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income															
Interest Account	-	0	0	-	-	-	-	0	0	-	-	-	0	8	2%
Sinking Fund	-	0	0	-	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	1	5,830	0	0	0	0	0	5,744	0	0	0	0	11,579	1,600	724%
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	2	2	0	1	2	2	2	3	2	2	2	2	22	975	2%
Special Assessment Revenue															
Special Assessments - On-Roll	3,589	232,943	207,214	23,174	41,808	9,280	8,501	2,410	3,876	2	-	-	532,796	539,344	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In															
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3,591	\$ 238,774	\$ 207,215	\$ 23,176	\$ 41,811	\$ 9,282	\$ 8,504	\$ 8,156	\$ 3,878	\$ 5	\$ 2	\$ 2	544,396	\$ 541,927	N/A
Expenditures and Other Uses															
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	1,950.42	-	-	-	1,950	\$ -	N/A
Debt Service															
Principal Debt Service - Mandatory															
Series 2013 Bonds	-	115,000	-	-	-	-	-	-	-	-	-	-	115,000	\$ 115,000	100%
Principal Debt Service - Early Redemptions															
Series 2013 Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense															
Series 2013 Bonds	-	210,513	-	-	-	-	-	207,063	-	-	-	-	417,575	417,575	100%
Operating Transfers Out (To Other Funds)															
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$0	\$325,513	\$0	\$0	\$0	\$0	\$0	\$207,063	\$1,950	\$0	\$0	\$0	\$534,525	\$532,575	N/A
Net Increase/ (Decrease) in Fund Balance	3,591	(86,738)	207,215	23,176	41,811	9,282	8,504	(198,906)	1,928	5	2	2	9,871	9,352	
Fund Balance - Beginning	960,943	964,535	877,797	1,085,011	1,108,187	1,149,997	1,159,280	1,167,783	968,877	970,805	970,810	970,812	960,943		
Fund Balance - Ending	\$ 964,535	\$ 877,797	\$ 1,085,011	\$ 1,108,187	\$ 1,149,997	\$ 1,159,280	\$ 1,167,783	\$ 968,877	\$ 970,805	\$ 970,810	\$ 970,812	\$ 970,814	970,814	\$ 9,352	

Flowway Community Development District
Debt Service Fund - Series 2015 (Phase 3)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income															
Interest Account	-	0	0	-	-	-	-	0	0	-	-	-	0	-	N/A
Sinking Fund	-	0	0	-	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	0	2,663	0	0	0	0	0	2,624	0	0	0	0	5,289	550	962%
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	1	1	0	1	1	1	1	1	1	1	1	1	12	300	4%
Special Assessment Revenue															
Special Assessments - On-Roll	1,702	110,460	98,260	10,989	19,825	4,400	4,031	1,143	1,838	1	-	-	252,649	255,873	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfers In															
Debt Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 1,703	\$ 113,124	\$ 98,260	\$ 10,990	\$ 19,827	\$ 4,402	\$ 4,033	\$ 3,768	\$ 1,839	\$ 2	\$ 1	\$ 1	257,950	\$ 256,723	N/A
Expenditures and Other Uses															
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	924.88	-	-	-	925	\$ -	N/A
Debt Service															
Principal Debt Service - Mandatory															
Series 2015 Bonds (Phase 3)	-	70,000	-	-	-	-	-	-	-	-	-	-	70,000	\$ 70,000	100%
Principal Debt Service - Early Redemptions															
Series 2015 Bonds (Phase 3)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense															
Series 2015 Bonds (Phase 3)	-	86,975	-	-	-	-	-	85,488	-	-	-	-	172,463	172,463	100%
Operating Transfers Out (To Other Funds)															
Total Expenditures and Other Uses:	\$0	\$156,975	\$0	\$0	\$0	\$0	\$0	\$85,488	\$925	\$0	\$0	\$0	\$243,387	\$242,463	N/A
Net Increase/ (Decrease) in Fund Balance	1,703	(43,851)	98,260	10,990	19,827	4,402	4,033	(81,720)	914	2	1	1	14,563	14,260	
Fund Balance - Beginning	486,992	488,695	444,844	543,105	554,095	573,921	578,323	582,356	500,636	501,550	501,552	501,554	486,992	-	
Fund Balance - Ending	\$ 488,695	\$ 444,844	\$ 543,105	\$ 554,095	\$ 573,921	\$ 578,323	\$ 582,356	\$ 500,636	\$ 501,550	\$ 501,552	\$ 501,554	\$ 501,555	501,555	\$ 14,260	

Flowway Community Development District
Debt Service Fund - Series 2015 (Phase 4)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income															
Interest Account	-	0	0	-	-	-	-	0	0	-	-	-	0	-	N/A
Sinking Fund	-	0	0	-	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	0	1,751	0	0	0	0	0	1,726	0	0	0	0	3,479	500	696%
Prepayment Account	0	0	-	-	-	-	-	-	-	-	0	-	0	-	N/A
Revenue Account	1	1	0	0	1	1	1	1	1	1	1	1	8	400	2%
General Redemption Account	0	0	0	0	0	0	0	0	0	0	0	0	0	-	N/A
Special Assessment Revenue															
Special Assessments - On-Roll	1,440	93,439	81,776	9,296	16,770	3,722	3,410	967	1,555	1	-	-	212,374	216,250	98%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (To Other Funds)															
Debt Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 1,441	\$ 95,191	\$ 81,776	\$ 9,296	\$ 16,771	\$ 3,723	\$ 3,411	\$ 2,693	\$ 1,556	\$ 2	\$ 1	\$ 1	215,861	\$ 217,150	N/A
Expenditures and Other Uses															
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	782.36	-	-	-	782	\$ -	N/A
Debt Service															
Principal Debt Service - Mandatory															
Series 2015 Bonds (Phase 4)	-	55,000	-	-	-	-	-	-	-	-	-	-	55,000	\$ 55,000	100%
Principal Debt Service - Early Redemptions															
Series 2015 Bonds (Phase 4)	-	20,000	-	-	-	-	-	-	-	-	5,000	-	25,000	-	N/A
Interest Expense															
Series 2015 Bonds (Phase 4)	-	79,178	-	-	-	-	-	77,547	-	-	67	-	156,792	157,256	100%
Operating Transfers Out (To Other Funds)															
Total Expenditures and Other Uses:	\$0	\$154,178	\$0	\$0	\$0	\$0	\$0	\$77,547	\$782	\$0	\$5,067	\$0	\$237,575	\$212,256	N/A
Net Increase/ (Decrease) in Fund Balance	1,441	(58,987)	81,776	9,296	16,771	3,723	3,411	(74,854)	773	2	(5,066)	1	(21,713)	4,894	
Fund Balance - Beginning	346,002	347,443	288,456	370,232	379,528	396,299	400,022	403,433	328,580	329,353	329,355	324,288	346,002		
Fund Balance - Ending	\$ 347,443	\$ 288,456	\$ 370,232	\$ 379,528	\$ 396,299	\$ 400,022	\$ 403,433	\$ 328,580	\$ 329,353	\$ 329,355	\$ 324,288	\$ 324,289	324,289	\$ 4,894	

Flowway Community Development District
Debt Service Fund - Series 2016 (Phase 5)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income															
Interest Account	-	0	0	-	-	-	-	0	0	-	-	-	0	2	5%
Sinking Fund	-	0	0	-	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	0	1,888	0	0	0	0	0	1,861	0	0	0	0	3,751	345	1087%
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	1	1	0	1	1	1	1	2	1	1	1	1	13	220	6%
Special Assessment Revenue															
Special Assessments - On-Roll	2,329	151,169	134,472	15,039	27,131	6,022	5,517	1,564	2,515	2	-	-	345,759	350,060	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds															
Operating Transfers In (To Other Funds)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 2,330	\$ 153,058	\$ 134,472	\$ 15,040	\$ 27,133	\$ 6,023	\$ 5,518	\$ 3,426	\$ 2,516	\$ 3	\$ 1	\$ 1	349,523	\$ 350,627	N/A
Expenditures and Other Uses															
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	1,265.73	-	-	-	1,266	\$ -	N/A
Debt Service															
Principal Debt Service - Mandatory															
Series 2016 Bonds (Phase 5)	-	100,000	-	-	-	-	-	-	-	-	-	-	100,000	\$ 95,000	105%
Principal Debt Service - Early Redemptions															
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense															
Series 2016 Bonds (Phase 5)	-	123,074	-	-	-	-	-	121,374	-	-	-	-	244,448	247,763	99%
Operating Transfers Out (To Other Funds)	0	1,888	0	0	0	0	0	1,861	0	0	0	0	3,751	-	N/A
Total Expenditures and Other Uses:	\$0	\$224,962	\$0	\$0	\$0	\$0	\$0	\$123,234	\$1,266	\$0	\$0	\$0	\$349,464	\$342,763	N/A
Net Increase/ (Decrease) in Fund Balance	2,330	(71,904)	134,472	15,039	27,133	6,023	5,518	(119,809)	1,251	3	1	1	59	7,864	
Fund Balance - Beginning	434,323	436,653	364,749	499,221	514,261	541,393	547,417	552,935	433,126	434,377	434,380	434,381	434,323		
Fund Balance - Ending	\$ 436,653	\$ 364,749	\$ 499,221	\$ 514,261	\$ 541,393	\$ 547,417	\$ 552,935	\$ 433,126	\$ 434,377	\$ 434,380	\$ 434,381	\$ 434,382	434,382	\$ 7,864	

Flowway Community Development District
Debt Service Fund - Series 2017 (Phase 6)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income															
Interest Account	-	0	0	-	-	-	-	0	0	-	-	-	0	-	N/A
Sinking Fund	-	0	0	-	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	0	1,280	0	0	0	0	0	1,262	0	0	0	0	2,543	2,200	116%
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	1	1	0	0	1	1	1	1	1	1	1	1	8	1,100	1%
Special Assessment Revenue															
Special Assessments - On-Roll	1,570	101,890	90,636	10,136	18,287	4,059	3,718	1,054	1,695	1	-	-	233,047	235,848	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds															
Operating Transfers In (To Other Funds)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 1,571	\$ 103,171	\$ 90,636	\$ 10,137	\$ 18,288	\$ 4,060	\$ 3,719	\$ 2,317	\$ 1,696	\$ 2	\$ 1	\$ 1	235,598	\$ 239,148	N/A
Expenditures and Other Uses															
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	853	-	-	-	853	\$ -	N/A
Debt Service															
Principal Debt Service - Mandatory															
Series 2017 Bonds (Phase 6)	-	65,000	-	-	-	-	-	-	-	-	-	-	65,000	\$ 65,000	100%
Principal Debt Service - Early Redemptions															
Series 2017 Bonds (Phase 6)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense															
Series 2017 Bonds (Phase 6)	-	83,850	-	-	-	-	-	82,713	-	-	-	-	166,563	166,563	100%
Debt Service-Other Costs															
Operating Transfers Out (To Other Funds)	0	1,280	0	0	0	0	0	1,262	0	-	0	0	2,543	-	N/A
Total Expenditures and Other Uses:	\$0	\$150,130	\$0	\$0	\$0	\$0	\$0	\$83,974	\$853	\$0	\$0	\$0	\$234,958	\$231,563	N/A
Net Increase/ (Decrease) in Fund Balance	1,570	(46,959)	90,636	10,137	18,288	4,060	3,719	(81,658)	843	2	1	1	640	7,585	
Fund Balance - Beginning	282,164	283,735	236,776	327,412	337,549	355,837	359,896	363,616	281,958	282,801	282,803	282,803	282,164		
Fund Balance - Ending	\$ 283,735	\$ 236,776	\$ 327,412	\$ 337,549	\$ 355,837	\$ 359,896	\$ 363,616	\$ 281,958	\$ 282,801	\$ 282,803	\$ 282,803	\$ 282,804	282,804	\$ 7,585	

Flowway Community Development District
Debt Service Fund - Series 2019 (Phase 7, Phase 8 and Hatcher)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward - Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income															
Interest Account	-	0	0	-	-	-	-	1	0	-	-	-	1	-	N/A
Sinking Account	-	0	0	-	-	-	-	-	-	-	-	-	0	-	N/A
Reserve Account	1	1	1	1	1	1	1	-	1	1	1	1	13	2,700	0%
Prepayment Account	-	-	-	-	-	-	2	4	0	-	-	-	7	-	N/A
Revenue Account	2	2	0	1	2	2	2	2	2	2	2	2	19	1,100	2%
Special Assessment Revenue															
Special Assessments - On-Roll	3,851	249,964	222,355	24,867	44,863	9,958	9,122	2,586	4,159	3	-	-	571,727	578,774	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	21,948	-	-	-	-	21,948	-	N/A
Debt Proceeds															
Operating Transfers In (To Other Funds)	-	-	-	-	-	1,037,102	-	-	-	-	-	-	1,037,102	-	N/A
Total Revenue and Other Sources:	\$ 3,854	\$ 249,967	\$ 222,357	\$ 24,869	\$ 44,866	\$ 1,047,063	\$ 9,127	\$ 24,542	\$ 4,162	\$ 5	\$ 3	\$ 3	1,630,817	\$ 582,574	N/A
Expenditures and Other Uses															
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	-	2,093	-	-	-	2,093	\$ -	N/A
Debt Service															
Principal Debt Service - Mandatory															
Series 2019 Bonds (Phase 7,8,Hatcher)	-	180,000	-	-	-	-	-	-	-	-	-	-	180,000	\$ 180,000	100%
Principal Debt Service - Early Redemptions															
Series 2019 Bonds (Phase 7,8,Hatcher)	-	-	-	-	-	-	-	1,075,000	-	-	-	-	1,075,000	-	N/A
Interest Expense															
Series 2019 Bonds (Phase 7,8,Hatcher)	-	199,387	-	-	-	-	-	196,372	-	-	-	-	395,759	395,759	100%
Debt Service-Other Costs															
Operating Transfers Out (To Other Funds)	1	1	64	1	1	1	1	1	957	1	1	1	1,033	-	N/A
Total Expenditures and Other Uses:	\$1	\$379,388	\$64	\$1	\$1	\$1	\$1	\$1,271,373	\$3,050	\$1	\$1	\$1	\$1,653,884	\$575,759	N/A
Net Increase/ (Decrease) in Fund Balance	3,853	(129,421)	222,293	24,868	44,865	1,047,062	9,126	(1,246,831)	1,112	4	2	2	(23,067)	6,815	
Fund Balance - Beginning	671,391	675,244	545,823	768,116	792,984	837,849	1,884,910	1,894,036	647,205	648,317	648,321	648,323	671,391		
Fund Balance - Ending	\$ 675,244	\$ 545,823	\$ 768,116	\$ 792,984	\$ 837,849	\$ 1,884,910	\$ 1,894,036	\$ 647,205	\$ 648,317	\$ 648,321	\$ 648,323	\$ 648,324	648,324	\$ 6,815	

Flowway Community Development District
 Capital Project Fund - Series 2016 (Phase 5)
 Statement of Revenues, Expenditures and Changes in Fund Balance
 Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income														
Construction Account	0	0	0	0	0	0	0	0	0	0	0	0	1	-
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Proceeds													\$ -	-
Operating Transfers In (From Other Funds)	0	1,888	0	0	0	0	0	1,861	0	0	0	0	3,751	-
Total Revenue and Other Sources:	\$ 0	\$ 1,888	\$ 0	\$ 1,861	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3,752	\$ -				
Expenditures and Other Uses														
Executive														
Professional Management	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Other Contractual Services														
Trustee Services	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Printing & Binding	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Legal Services														
Legal - Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Other General Government Services														
Stormwater Mgmt-Construction	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Capital Outlay														
Construction in Progress	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Cost of Issuance														
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Underwriter's Discount	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures and Other Uses:	\$ -													
Net Increase/ (Decrease) in Fund Balance	0	1,888	0	0	0	0	0	1,861	0	0	0	0	3,752	-
Fund Balance - Beginning	18,059	18,059	19,947	19,948	19,948	19,948	19,948	19,948	21,809	21,809	21,810	21,810	18,059	-
Fund Balance - Ending	\$ 18,059	\$ 19,947	\$ 19,948	\$ 21,809	\$ 21,809	\$ 21,810	\$ 21,810	\$ 21,810	\$ 21,810	\$ -				

Flowway Community Development District
 Capital Project Fund - Series 2017 (Phase 6)
 Statement of Revenues, Expenditures and Changes in Fund Balance
 Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Interest Income														
Construction Account	0	0	0	0	0	0	0	0	0	0	0	0	1	-
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Proceeds														
Operating Transfers In (From Other Funds)	0	1,280	0	0	0	0	0	1,262	0	0	0	0	2,543	-
Total Revenue and Other Sources:	\$ 0	\$ 1,280	\$ 0	\$ 1,262	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,544	\$ -				
Expenditures and Other Uses														
Executive														
Professional Management	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Other Contractual Services														
Trustee Services	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Printing & Binding														
Legal Services	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Legal - Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Capital Outlay														
Water-Sewer Combination-Construction	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Stormwater Mgmt-Construction	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Off-Site Improvements-CR 951 Extension	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Construction in Progress														
Cost of Issuance														
Series 2017 Bonds (Phase 6)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Underwriter's Discount														
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures and Other Uses:	\$ -													
Net Increase/ (Decrease) in Fund Balance	0	1,280	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,262	\$ 0	\$ 0	\$ 0	\$ 0	\$ 2,544	-
Fund Balance - Beginning	11,693	11,693	\$ 12,974	\$ 12,974	\$ 12,974	\$ 12,974	\$ 12,974	\$ 12,974	\$ 14,236	\$ 14,236	\$ 14,236	\$ 14,237	11,693	-
Fund Balance - Ending	\$ 11,693	\$ 12,974	\$ 14,236	\$ 14,236	\$ 14,236	\$ 14,237	\$ 14,237	\$ 14,237	\$ -					

Flowway Community Development District
 Capital Project Fund - Series 2019 (Phase 7, Phase 8 and Hatcher)
 Statement of Revenues, Expenditures and Changes in Fund Balance
 Through September 30, 2021

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income														
Construction Account	0	0	0	0	0	0	0	0	0	0	0	0	2	-
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Retainage Account	4	4	4	4	4	6	-	-	-	-	-	-	28	-
Debt Proceeds														
Contributions from Private Sources														
Operating Transfers In (From Other Funds)	1	1	64	1	1	1	1	1	957	1	1	1	1,033	-
Total Revenue and Other Sources:	\$ 6	\$ 6	\$ 68	\$ 6	\$ 6	\$ 8	\$ 1	\$ 1	\$ 957	\$ 1	\$ 1	\$ 1	\$ 1,062	\$ -
Expenditures and Other Uses														
Executive														
Professional Management	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Other Contractual Services														
Trustee Services	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Printing & Binding														
Legal Services	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Legal - Series 2019 Bonds (Ph 7, Ph 8 & Hatcher)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Capital Outlay														
Water-Sewer Combination-Construction	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Stormwater Mgmt-Construction	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Off-Site Improvements-CR 951 Extension	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Construction in Progress														
Cost of Issuance														
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -
Underwriter's Discount														
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,037,102	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,037,102	\$ -
Total Expenditures and Other Uses:	\$ -	\$ 1,037,102	\$ -	\$ 1,037,102	\$ -									
Net Increase/ (Decrease) in Fund Balance	\$ 6	\$ 6	\$ 68	\$ 6	\$ 6	\$ (1,037,094)	\$ 1	\$ 1	\$ 957	\$ 1	\$ 1	\$ 1	\$ (1,036,040)	\$ -
Fund Balance - Beginning	1,070,321	1,070,326	1,070,332	1,070,400	1,070,406	1,070,412	33,317	33,319	33,320	34,277	34,278	34,280	1,070,321	-
Fund Balance - Ending	\$ 1,070,326	\$ 1,070,332	\$ 1,070,400	\$ 1,070,406	\$ 1,070,412	\$ 33,317	\$ 33,319	\$ 33,320	\$ 34,277	\$ 34,278	\$ 34,280	\$ 34,281	\$ 34,281	\$ -