

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT



MEETING AGENDA

APRIL 18, 2024

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

April 11, 2024

Board of Supervisors
Flow Way Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Flow Way Community Development District (the “**District**”) will be held on **Thursday, April 18, 2024, at 1:00 P.M.** at the **Esplanade Golf and Country Club, 8910 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/j.php?MTID=m27e088cbd77c913aa76d898020e55b9f>

Access Code: **2341 182 9760**, Event password: **Jpward**

Phone: **408-418-9388** and enter the access code **2341 182 9760**, password **Jpward (579274** from phones) to join the meeting.

Agenda

1. Call to Order & Roll Call.
2. Public Comments for non-agenda items. These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.
3. Consideration of Minutes:
 - I. March 21, 2024 – Regular Meeting. [\[Page 7\]](#)
4. Consideration of **Resolution 2024-5**, a Resolution of the Board of Supervisors Amending the Fiscal Year 2024 Budget, which began on October 1, 2023, and ends on September 30, 2024; Providing a severability clause; providing for conflict and providing an effective date. [\[Page 23\]](#)
5. Discussion of Fiscal Year 2025 Budget. [\[Page 29\]](#)
6. Consideration of Proposals to provide Audit Services to the District for the Fiscal Years 2024-2028. [\[Page 36\]](#)

7. Staff Items.

- I. District General Counsel – Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
 - a. Ethics Training Memo. [Page 145]
 - b. Easement Request for CDD Property. [Page 147]
 - c. Agreement with Master HOA for Preserve Maintenance. [Page 153]
- II. District Engineer – Calvin, Giordano & Associates.
 - a. Engineer’s Report. [Page 160]
 - 1. Strategic Operational Plan.
 - a. Current Operations
 - i. Landscape Maintenance
 - ii. Lake Maintenance
 - iii. Entrance Maintenance
 - iv. Irrigation Pump House
 - v. External Preserves Compliance
 - b. Capital Projects Plan
 - i. Lake Bank Restoration
 - ii. Bridge Painting
 - c. Future Operations Plan
 - d. Prior Board Inquiries
- III. District Manager – JPWard & Associates, LLC
 - a. Florida Law changes to Form 1 Filings. [Page 175]
 - b. **Important Board Meeting Dates for Balance of Fiscal Year 2024.**
 - 1) Candidate Qualifying period: June 10 through June 14, 2024 (Seats 3 & 4).
 - c. Financial Statements for period ending March 31, 2024 (unaudited). [Page 177]

8. Supervisors Requests.

9. Public Comments: - Public comment period is for items NOT listed on the Agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes.

10. Announcement of Next Meeting – Regular Meeting on May 16, 2024.

Quorum Call for May 16, 2024.

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

11. Adjournment

Staff Review

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

The second order of business is Public Comments for non-agenda items. The Public is provided three opportunities to speak during the meeting. This is the first time for the Public to speak on non-agenda items.

Each member of the Public will also be provided an opportunity to speak on each agenda item, and at the end of the Agenda, a final time to speak on any other matter will be provided.

The third order of business is the consideration of the March 21, 2024, Regular Meeting Minutes.

The fourth item of business is the consideration of **Resolution 2024-5**, a Resolution of the Board of Supervisors Amending the Fiscal Year 2024 Budget, which began on October 1, 2023, and ends on September 30, 2024; Providing a severability clause; providing for conflict and providing an effective date.

The fifth order of business is the beginning of the District’s Budget review for the Fiscal Year 2024 Budget.

The Budget timeline is as follows:

Date of Action	Action Required	Description
April 18, 2024	None	Budget Workshop
May 16, 2024	Final Decision on Proposed Budget	Final Workshop
May 16, 2024	Approval of Proposed Budget by Resolution	Approve Proposed Budget Required
July 18, 2024	Public Hearing to Adopt Proposed Budget	ADOPTION REQUIRED
Week of August 21, 2024	Adopted Assessment Rate to Property Appraiser/Tax Collector	Manager Responsibility

The Proposed Budget will be reviewed with the Board twice (2 times) before approval to set the Public Hearing.

The Proposed Budget is recommended to be approved at the May 16, 2024, meeting to set the Public hearing only, however the approval does not bind the Board in any way to the Budget, it merely allows the District to move forward in the process to your Public Hearing.

Once approved – the District may NOT increase the Budget, but the District can decrease the budget, thereby decreasing the assessment rate during the review period of the Budget which must be completed by May 16, 2024, Board Meeting.

With the Fiscal Year 2025 Budget the District is now entering its third (3rd) year of operations and maintenance of the infrastructure within the District, which includes the Stormwater Management System, i.e. Lakes, Littorals, Lake Banks and Stormwater pipes, Main Irrigation Station, the Front Entrance landscaping, Bridge, Roadway, and Berms. **The Budget includes a revenue item for the funds from the HOA to pay for 50% of the cost of the external preserve maintenance, if the HOA does not approve the Agreement in time for the Board to approve the Budget at the May, 2024 Board Meeting, that item must be removed which will adversely affect the assessment rates.**

During 2022 and 2023 the preserve maintenance was deferred, and with the conclusion of litigation with the Developer, in Fiscal Year 2024 District has received approval from SFWMD to extend the date to meet the success criteria, and anticipates starting work in late April, 2024, such that the District will meet success criteria by July, 2026, which would then permit the District to substantially reduce the cost for maintenance of the external preserves.

During Fiscal Year 2024, we have made substantial gains in operations, and are now in year two (2) of the Five (5) year plan to restore the entire lake bank system. The District has also improved the front entrance landscaping, painted the Bridge Lighting, will paint the Bridge in accordance with the current HOA color palate (once water levels recede), replace the second well pump to the Community's Irrigation Pump Station that went down this year with the backup pump and have purchased another backup up for the system.

The Fiscal Year 2025 Budget plan for operations and capital continue on a steady plan to keep the Community's assets well maintained insuring that the District's operations plans include a forward plan for the future in identifying life expectancy, and evaluating certain assets that are nearing the end of their useful life.

Toward that end, there are two assets that are recommended to be included in the Fiscal Year 2025 budget for restoration. The first is the front entrance Fountains internal components. The components in the fountains are now going on 12 years old and after an exhaustive evaluation are included in the capital plan to replace the internal working of the two front Fountains. Recently, one of the pumps went down, and was unable to be repaired, and required a new pump to be installed. The new pump has been installed and is working; however, the remaining pumps, jets, motors, etc. are all at the end of their useful life. These are included in the Fiscal Year 2025 Budget at an estimated cost of \$80,000.00 total.

The second asset is the Main Irrigation Pump Station, of which the four (4) main pumps will need to be rebuilt this coming year, along with a replacement of the 2nd irrigation filtration assembly in the pumphouse. This is estimated at \$110,000.00.

The third item that is of substantive financial impact is the cost of Insurance. In Fiscal Year 2024 the District added all of the Assets that were previously covered by the HOA, which addition accounts for a majority of the cost of the increase. However, it should be noted that after numerous hurricanes over the past few years in Florida, the cost of insuring assets for CDD's in general has increased from the destruction Florida has experienced over the past couple of years from Hurricanes.

The District's current assessment rate is \$1,679.78 and with the proposed budget is \$1,853.35.

Finally, the Chairman has enclosed a Memorandum and identified specific changes to the Proposed Budget that would lower the assessment rate by \$173.83 for Fiscal Year 2025, with no impact on service levels for Fiscal Year 2025.

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

The seventh order of business is staff reports, including the District Attorney, District Engineer, and District Manager.

The eighth order of business are any items that the Board of Supervisors would like to bring up for the Board that are not scheduled agenda items.

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

The Meetings for Fiscal Year 2024 are as follows:

April 18, 2024	May 16, 2024
June 20, 2024	July 18, 2024
August 15, 2024	September 19, 2024

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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, March 21, 2024, at 1:00 P.M. at the Esplanade Golf and Country Club, 8910 Torre
12 Vista Lane, Naples, FL 34119.
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Present and constituting a quorum:

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

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Also present were:

James P. Ward	District Manager
James Messick	District Engineer
Ginger Wald	District Counsel

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Audience:

33 All residents' names were not included with the minutes. If a resident did not identify
34 themselves or the audio file did not pick up the name, the name was not recorded in these
35 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 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.

SECOND ORDER OF BUSINESS

Public Comments

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.

Chairperson Stamp noted there were no members of the public present in person or on audio/video.

THIRD ORDER OF BUSINESS

Consideration of Minutes

49 **February 15, 2024 – Regular Meeting Minutes**

50

51 Chairperson Stamp asked if there were any additions, deletions, or corrections for the Minutes; there
52 were none.

53

54

**On MOTION made by Tom Kleck, seconded by Ron Miller, and with all
55 in favor, the February 15, 2024, Regular Meeting Minutes were
56 approved.**

57

58

59 **FOURTH ORDER OF BUSINESS****Consideration of Award**

60

61 **Consideration of Award of Bid for the 2024 Preserve Maintenance Project**

62

63 *Mr. Jimmy Messick: This is the contract we put out and advertised, for preserve maintenance, to meet*
64 *the maintenance criteria outlined in the South Florida Water Management District permit. This is kind of*
65 *the ongoing process and we have picked back up this year. We just recently received permit modification*
66 *approval to establish a schedule for reporting for the next three years. We had five contractors submit*
67 *and the lowest was Aquatic Reef Control, and they were considered the lowest responsible bidder, and*
68 *we recommend approving their contract for the account. It's \$635,538 dollars total for the three years.*
69 *This is a fixed number with no escalations.*

70

71 *Mr. Martinn Winters: You have a runner up here, Premier Lakes, and I know we are familiar with*
72 *Aquatic, but is there anything materially different between these two that we should know about since*
73 *the quotes are close.*

74

75 *Mr. Messick: They are providing the same service per our contract. They all came in with the correct*
76 *amount of paperwork and were considered responsible and responsive bidders.*

77

78 *Mr. Winters: They don't do anything different or better?*

79

80 *Mr. Messick: I can't speak with them as well as I can speak with Aquatic since we have worked with*
81 *them and have had a good experience with them.*

82

83 *Mr. Ward: I think one of the reasons you got such a good price out of Aquatic is because they were the*
84 *original vendor who did the first couple of years of work in this project, so they had a lot more history*
85 *and a lot more knowledge of what it's like to work in the preserves, while the other four vendors,*
86 *although they had an opportunity to visit the site and they went through it and they understand it, it's a*
87 *big project and it's a big area and they probably hedged their bet a little bit on these numbers.*

88

89 *Mr. Bhatla: What was the range of the costs?*

90

91 *Mr. Messick: \$635,000 dollars up to \$2.165 million dollars.*

92

93 *Mr. Bhatla: Is there any approval requirement from the Corps?*

94

95 *Mr. Messick: You have to report it.*

96

97 *Mr. Ron Miller: What kind of assurances do we have when we get to the 3 year finish line, and we don't*
98 *pass muster? Is this organization guaranteeing they will finish it for that amount?*

99

100 *Mr. Messick: They are not going to be able to guarantee, but what we can do is monitor monthly. We*
101 *are going to go out and make sure they are on track and that's what we would be hiring an*
102 *environmentalist to do. Then at the end of the year they report. We will have meetings with the*
103 *contractor to make sure they stay on top of their responsibilities. If we see that they are not we can –*

104

105 *Chairperson Stamp: Will South Florida say we are on track, and will South Florida sign off?*

106

107 *Mr. Messick: South Florida relies on the monitoring by the environmentalist, and they are the one that*
108 *certifies that the work has been done.*

109

110 *Mr. Bhatla: I imagine at the end of the year every year you will have some input from the State and*
111 *Agency.*

112

113 *Mr. Messick: They have the option of visiting and checking on the site, but they don't make it out to*
114 *every site in South Florida. They have too much land.*

115

116 *Mr. Bhatla: We can proactively ask them is everything done appropriately.*

117

118 *Mr. Messick: We've established a criterion that needs to be followed, and they have approved that.*

119

120 *Mr. Bhatla: In the original permit, there was a requirement of a performance bond. What is the status*
121 *of it? We are not involved in it, but does that bond still exist?*

122

123 *Mr. Ward: I do not have any information on a performance bond. I'm guessing it was an old Taylor*
124 *Morrison performance bond, because the District never had one. I wouldn't know the status of that.*

125

126 *Mr. Bhatla: The HOA might have it. I kind of recall it being delegated to them.*

127

128 *Mr. Ward: I remember something to that effect, but I do not know for sure.*

129

130 *Mr. Miller: With respect to the \$635,000 dollars, is the HOA on board for half of that?*

131

132 *Chairperson Stamp: The answer is no right now, but we will talk about that when we get to it on the*
133 *Agenda.*

134

135 *Mr. Messick: The schedule is to get started in the next couple of weeks.*

136

137 *Mr. Miller: Then they will pause in the rainy season and pick it back up again after?*

138

139 *Mr. Messick: They will go as far as their trucks can go, until they start turning mud, then they will pull*
140 *out and wait until the end of rainy season.*

141

On MOTION made by Bart Bhatla, seconded by Ron Miller, and with all in favor, the Contract was awarded to the lowest responsible bidder, Aquatic Reef Control.

FIFTH ORDER OF BUSINESS**Staff Items****I. District General Counsel - Billing, Cochran, Lyles, Mauro & Ramsey, P.A.**

- a. Discussion of Refinancing for the Series 2013 Bonds**
- b. Easement Request for CDD Property**
- c. Agreement with Master HOA for preserve maintenance**
- d. New performance reporting requirements for CDDs**

Ms. Ginger Wald indicated the first item, Discussion of refinancing for the Series 2023 Bonds, upon review of the minutes, was thoroughly reviewed during the last meeting; therefore, she had no further report in this regard.

Chairperson Stamp agreed there was no need to discuss this item.

Ms. Wald stated the easement request for CDD property was still under discussion with the HOA and no document was yet submitted for execution, but the conversations were ongoing.

Mr. Ward: In my last conversation with Mike Pawelczyk, he did speak with the HOA Attorney the day before and the form of the agreement with the Master HOA for the preserve maintenance is basically signed off on. They want to do both of the agreements at the same time, which is fine with the CDD. There is some language we are still working out with the HOA on their rights to control our operations within the CDD. I think we are working through those in an amicable way. Hopefully that will clear itself up within the next week or so and we should be able to have an agreement back to you by the next meeting I am hoping.

Mr. Bhatla: What is the problem in a nutshell?

Mr. Ward: The way the agreement was originally worded, it was very broad that the HOA had certain rights to the District discharging its duties for operations and maintenance. We are trying to limit that to just what the real problem areas are, which are things like painting the bridge or the color of the fountains, things of that nature. We are trying to nail down what the real issues are, and I think we are getting there with it. Some of it is just a learning curve time in explaining what we do for a living so they understand that, and I think once we finish that discussion, we should be in a position to have that agreement finalized in an affirmative way.

Chairperson Stamp: They were worried about a Board going wild and painting the bridge pink or tearing down the pumphouse, so they want prior approval on all this stuff. We are trying to get it all worked out.

Discussion continued regarding the worries of the HOA versus the needs of the CDD and how the agreement was getting ironed out.

189 *Chairperson Stamp: And the agreement on the Master HOA?*

190

191 *Mr. Ward: That is basically finished at this point. The HOA wants to do them both at the same*
192 *time, which frankly I agree with that concept. So, we can get the preserve done, and they will both*
193 *be back to you.*

194

195 *Ms. Wald: One other item. This is the House bill that has been approved by the Florida Legislature*
196 *this year. There were a lot of things within the House bill, but the one you have identified is*
197 *189.0694 dealing with Special Districts, which includes Community Development Districts. This a*
198 *new thing going into effect October 1, 2024, so next fiscal year. It is going to require that the*
199 *District establish certain goals and objectives for each program or activity undertaken by the*
200 *District, and whether you have met them each year, and you are to provide that report. This is*
201 *something that has already been in effect for other state agencies, including the judiciary, under*
202 *216.013 of Florida Statutes. This is not something new. It's new for special districts, it's not new*
203 *for the State of Florida. Because you are a Community Development District, your performance*
204 *measures are based upon your responsibilities, so it's what you are responsible to take care of, so*
205 *your goals are, we want to take care of these things. There are examples of other agencies. This is*
206 *going to be less complicated than those, and we will work with your District Manager to assist*
207 *them in making sure we have that in place before October 1, of this year.*

208

209 *Chairperson Stamp: So, basically, we could use our budget document as these are our goals, and*
210 *at the end of the year we –*

211

212 *Ms. Wald: Correct.*

213

214 *Mr. Bhatla: Is there a format?*

215

216 *Ms. Wald: There is no specified format for CDDs. There are other State agencies that have been*
217 *doing this for a while and as I stated we will work with the District Manager to put something*
218 *simple together before the next fiscal year, so you will have it in front of you to approve. We have*
219 *time to put this together. It is not urgent, and it is not complicated. It looks complicated, but it*
220 *really isn't.*

221

222 *Chairperson Stamp: We file this with ourselves. We do the report and put it on our website.*
223 *Nobody looks at it and says no you didn't –*

224

225 *Ms. Wald: I can't tell you nobody looks at it.*

226

227 *Chairperson Stamp: Nobody looks at it with authority and says you failed to reach your goals.*

228

229 *Ms. Wald: Correct. It is totally self-reporting by the CDD.*

230

231 *Mr. Miller: Can we go back to the HOA agreement? I forgot to ask, are they on board with half of*
232 *that money?*

233

234 *Mr. Ward: The way the agreement is structured, we have in the agreement that they will fund one*
235 *half of up to \$250,000 dollars in costs during the year. This contract you approved today, plus the*
236 *engineering costs that go with it is right at \$246,000 dollars. That's the way it's structured. Then*

237 *in fiscal year 2025 and 2026, it's the same. We don't change the budget, which based upon what*
238 *we've been told from the engineering side of this, we couldn't spend more than the \$250,000*
239 *dollars if we wanted to. So, they are on board with the \$250,000 dollars as the cap and they would*
240 *fund half of what the actual expenditures are.*

241
242 *Mr. Miller: So, our risk is if this exceeds \$750,000 dollars.*

243
244 *Mr. Ward: If we don't meet the criteria in three years, the agreement will basically terminate in*
245 *three years, so if we don't meet success criteria in three years and have to do more, we could*
246 *either go back to the well with the agreement, or we could just eat it at that point.*

247
248 *Mr. Miller: But if in the three years we spend \$1 million dollars, they are only in for half of*
249 *\$750,000 dollars.*

250
251 *Mr. Ward: Correct.*

252
253 Mr. Bhatla asked if SFWMD came in and required more from the CDD if the CDD would negotiate
254 an addendum with the HOA.

255
256 Mr. Ward stated the CDD would have to either renegotiate the agreement or pay the difference.
257 He stated he believed, realistically, this was not going to happen because he was told by the
258 environmental engineer that the District could not do more even if it wanted to.

259
260 Mr. Bhatla stated as the HOA was also a permit holder there was always room for negotiation.

261
262 Mr. Ward agreed.

263
264 Mr. Miller stated he agreed the CDD was taking a reasonable risk, but he did not like the HOA
265 capping the expenditure amount when the HOA had equal responsibility with the CDD. He asked
266 why the CDD would accept this cap.

267
268 Mr. Ward stated in the original agreement the HOA wanted review and approval authority over
269 the District's budget for purposes of the preserve. He explained the District indicated this would
270 not happen, and the HOA did not have the right to take away the authority of the District by
271 making it subject to the HOA's authority. He stated based upon the knowledge that \$250,000
272 dollars was the maximum the District would spend on the preserves, the District suggested
273 establishing a \$250,000 dollar budget amount. He stated the HOA did not push back on the
274 amount, the HOA just wanted an amount so there were no surprises. He stated \$250,000 dollars
275 was a reasonable expectation and was basically what was spent for the couple of years the CDD
276 worked on the preserves, and that was how the agreement was created. He indicated he felt this
277 was a fair agreement for both parties.

278
279 Chairperson Stamp agreed.

280
281 **II. District Engineer – Calvin, Giordano & Associates**

282 **a. Engineer's Report**

283 **1. Strategic Operational Plan**

284 **1) Current Operations**

- 285 i. **Landscape Maintenance**
- 286 ii. **Lake Maintenance**
- 287 iii. **Irrigation Pump Station**
- 288 iv. **Entrance Features**
- 289 v. **External Preserves Compliance**
- 290 vi. **Lake Treatment, New Turf**
- 291 2) **Capital Projects Plan**
- 292 i. **Lake Bank Restoration**
- 293 ii. **Bridge Painting**
- 294 3) **Future Operations Plan**
- 295 4) **Prior Board Inquiries**
- 296 5) **Pickleball Siting Review**
- 297

298 Mr. Jimmy Messick reported current operations with landscaping continued with plants at the
299 main entrance and along the fountains, with fertilization, and with mulch. He reported lake
300 maintenance continued with various lakes treated for grass and brush growth, for submersed
301 growth, and sonar treatments for lakes 5, 6, 8 and 10. He indicated the quarterly waterway
302 inspection report should be included in next month's report. He stated water levels were still
303 higher than normal. He reported the east fountain pump motor was down and he was working
304 with the vendor to replace the motor by the end of the month. He noted the retaining walls of
305 both fountains were pressure washed, pavers were washed and repaired, and there was new
306 grass on the west canal bank and east berm. He stated in terms of external preserve
307 compliance, the bids were advertised and received, and the Board approved the lowest
308 responsible bid; work would begin shortly.

309
310 Mr. Bhatla asked if the HOA understood the Board did not have a permanent relationship with
311 Corps at the moment, and the HOA should communicate with the Corps.

312
313 Mr. Messick stated the permit was with South Florida Water Management District, not the
314 Corps. He explained there was no obligation to report to the Corps; the Corps handed off
315 responsibility to the South Florida Water Management District in reference to the external
316 preserves. He indicated the South Florida Water Management District approved the permit
317 modifications establishing a time schedule for preserve monitoring. He reported lake bank
318 restoration was ongoing and lakes 2, 7, 9, and 17 were under construction or almost complete.

319
320 Mr. Miller passed along compliments from the residents who were pleased with the GeoTube
321 and other lake bank restoration efforts.

322
323 Mr. Messick indicated the lakes included in the restoration program were on the map in the
324 Agenda Packet, and an overall map was online. He stated the bridge painting was pushed to
325 next month when the water levels drop. He stated last month a resident made a Board inquiry
326 about lake bank erosion on lake 20-21. He reported this was investigated and it was discovered
327 that the erosion was caused by overland water flow created by the lack of underground
328 downspouts. He stated he referenced his Flow Way CDD rainwater leader inspection report
329 conducted a year ago in February 2023, and these locations were noted and recorded. He
330 stated, as he had explained in February 2023, the rainwater leaders, or the lack thereof, were
331 the responsibility of the HOA and the proper corrections needed to be made before the CDD
332 would fix the lake bank erosion, and improvements should be reviewed by the CDD to confirm

333 acceptance of the rainwater leader modifications. He stated he would coordinate with the
334 resident in this regard.

335

336 **III. District Manager – JPWard & Associates, LLC**

337 **a) Fiscal Year 2025 Overview of Budget Impacts**

338 **i. Insurance – FY’24 - \$15K Budget, Actual \$97k, Estimated FY’25 \$98K**

339 **ii. Irrigation Pump House – FY’25 \$155K (Rebuild 4 pumps, Replace 2nd Filtration Assemblies)**

340 **iii. Entrance Monuments - \$120K – Replace Pumps/Motors/Variable Frequency Drives for**
341 **Pumps/Jets/Nozzles (Electrical not being replaced)**

342 **b) Financial Disclosure Forms and Required Ethics Training**

343 **c) Financial Statements for period ending January 31, 2024 (unaudited)**

344 **d) Financial Statements for period ending February 29, 2024 (unaudited)**

345

346 *Chairperson Stamp: Jim and I have been talking for the last two months about the next budget*
347 *and I originally told him I wanted to be flatter, maybe even a little bit less, but after two months of*
348 *talking there are three items that are putting a lot of pressure on the budget and necessitate an*
349 *increase in the assessment unless we are willing to make some cuts.*

350

351 *Mr. Ward: When we started this process a couple of years ago, we created the budget, it was*
352 *done particularly well, and we developed a really good capital improvement plan for the ensuing*
353 *five years, but things happen that make you reevaluate what you're doing. Going into the budget*
354 *year 2025, the original thought was that we move monies – the \$250,000 dollars we had for the*
355 *preserves was in a preserves account and now we are implementing that of this year, so that's*
356 *included in the budget. At the moment, I have not included the funds that the HOA can contribute*
357 *simply because we don't have a signed agreement at this point. There are three elements really*
358 *driving the train here, the first is the insurance for the District. The current insurance that we have*
359 *was basically a minimum amount of insurance. It did not include the assets that we basically own.*
360 *They were essentially in the HOA for X number of years. I added them to the Districts program for*
361 *fiscal year 2025, which is the only reason the insurance has increased up to \$70,000 dollar number*
362 *at this point in time. The big drivers are really three elements, the entrance fountains, the*
363 *irrigation pump station, and the entrance bridge area culverts and pavers. We essentially go from*
364 *an insurance budget which has general liability, directors' and officers' liability in it, to now having*
365 *to insure these assets, so that's why the insurance has increased in 2024, and you will see that in*
366 *the analysis that I provided to you. The other big item is the irrigation pump station. We identified*
367 *in that budget the need for some additional infrastructure which needed to be renovated within*
368 *the pump station itself in order to keep it operational for the entire system, and that is a \$155,000*
369 *dollar budget line item in our capital for 2025 which had not originally anticipated in the original*
370 *capital program that we did. Then the third item is, we had one pump go down in the entrance*
371 *monuments this year that will be fixed, but when we looked at the internal workings of that, that*
372 *fountain system is now at the end of its life span. So, all of the jets, all of the pumps, all of the*
373 *motors, are not only old technology but is now at the end of its useful life. We budgeted \$120,000*
374 *from fiscal year 2025 which is what is going to be needed to replace all of the internal workings of*
375 *those two front fountains and keep them operational and going another ten years or so. From an*
376 *assessment rate perspective your existing rate is basically \$1,680 per year, and the new rate would*
377 *be \$1,960 per year.*

378

379 *Mr. Bhatla: With the renewal of the bonds, it seems there would be some savings.*

380

381 *Mr. Ward: Not in your overall operations budget, and that is only for a small portion. Their*
382 *reduction in their assessment is only going to affect a very small part of this CDD, but it does not*
383 *affect the CDD operational budget.*

384
385 *Mr. Bhatla: Yes, but in the overall scheme of things when you talk to the residents there is some –*

386
387 *Mr. Ward: No, because it only affects some of the residents. I think we have 1,185 units, and the*
388 *bond savings will only affect maybe 240 units. The savings affect phase 1 bond issue residents*
389 *only.*

390
391 *Chairperson Stamp: This is nothing we are going to vote on today, but I wanted it in the minutes*
392 *so the residents can start understanding. We are talking about an assessment rate increase of*
393 *\$279.75 dollars. That does not account for the HOA paying \$125,000 dollars which would lower*
394 *this by \$120 dollars, so now we are talking about a \$160 dollar increase if we don't do anything*
395 *with the budget and we do all of these items. The things we've looked at that could be done, lake*
396 *bank restoration, we could stop, we could not do any next year, or we could cut it back. We've got*
397 *\$91,000 dollars in the budget for next year for lake bank restoration. Holiday lighting is \$40,000*
398 *dollars. People get upset when we tell them we are not going to put the Christmas lights up.*
399 *We've got about \$40,000 dollars for littoral plantings and we could skip those or some of those*
400 *probably. We could not paint the bridge.*

401
402 *Mr. Bhatla: Is anyone complaining about the bridge?*

403
404 *Chairperson Stamp: Yes, we are getting complaints. We could cut back on plantings. The*
405 *insurance, we are going to shop it and see if we can get a better price. Right now, our deductible is*
406 *\$2,500 dollars plus 5% of the value of the property, can we raise that? Of course, we can, but we*
407 *have to have a reserve if we do that to pay the deductibles if they come due. The reserves, we've*
408 *got \$150,000 dollars in reserves for next year, but we don't know what else is going to break, what*
409 *else we are going to have to take down, and we could go naked here, we could say let's take the*
410 *reserves and put it into next year and hope nothing goes wrong.*

411
412 *Mr. Miller: Is that \$140,000 after we have moved the preserves maintenance out of it?*

413
414 *Mr. Ward: We will literally end up with about \$130,000 dollars at year end this year in fund*
415 *balance. Our projected fund balance is \$350,000 dollars in total. That barely covers what we need*
416 *to operate on in the first three months. Our estimate for the first three months is \$440,000 dollars,*
417 *so we are not there yet. We do need something. The \$140,000 dollars that Zack is referencing is*
418 *what I have in the 2025 budget for additional long term capital planning, so if we reduce that*
419 *\$140,000 it comes out of your 2025 budget, so it doesn't add to our reserves, which basically are*
420 *nothing.*

421
422 *Mr. Miller: I think a year or so ago before the preserve thing occurred we had moved money from*
423 *preserve maintenance into the preserves, and now that the preserve thing has reared up, have we*
424 *now moved money out of reserves into the preserve maintenance and do we still have \$140,000*
425 *dollars left after we move that money out?*

426
427 *Mr. Ward: At the end of this fiscal year, we will have \$340,000 dollars left over in cash.*

428

429 *Mr. Miller: So, after funding the preserves we still have that much?*

430

431 *Mr. Ward: We have \$340,000 dollars left, but that doesn't meet the cash requirements for the first*
432 *three months.*

433

434 *Mr. Miller: How does that \$140,000 work into that?*

435

436 *Mr. Ward: If you look on the budget on page 4, I added \$145,000 for the long term to add more*
437 *money to the capital reserves for next year, plus I included another \$143,000 to get our cash up for*
438 *the first three months, which we need, so the 2025 budget does both of those. And if you*
439 *remember when we started this, we had a 3 year program funding cash so we can meet our*
440 *operating requirements over a 3 year period.*

441

442 *Chairperson Stamp: So, that is the universe we've come up with. Members can look at it and see if*
443 *there are other things we could do. We don't have to cut them all, we could reduce them all. Or*
444 *we can do them all, do everything, and the assessment will go up \$170 dollars.*

445

446 *Mr. Bhatla: We are doing all of the accounting on a cash basis. Replacement of all the pumps is*
447 *more like a capital expenditure and we are writing off in that year the entire amount. This is a*
448 *huge amount of capital expense we are writing off as operating costs.*

449

450 *Chairperson Stamp: If we get through this, we could be talking next year about bringing the*
451 *assessment back down, but we've got to get through the coming year. We budgeted for this stuff*
452 *in the outyears to accommodate it as it comes along.*

453

454 *Mr. Miller: Why would we not build in the \$125,000 dollar reimbursement from the HOA?*

455

456 *Chairperson Stamp: No, Jim just didn't think without a signed agreement that we should do that.*
457 *That's the reason it's not reflected here.*

458

459 *Mr. Miller: Seems to me to be reasonable to expect the HOA to pay the money.*

460

461 *Chairperson Stamp: I agree.*

462

463 *Mr. Ward: I think the agreement is finished. I basically told Mike there is no more time left. The*
464 *budget is here, and I have to be able to say to the Board whether we are going to get the funding,*
465 *so they have until whenever they have their next HOA Board Meeting to make a decision.*

466

467 Discussion continued regarding the HOA and how the HOA's decision to pay half for the preserve
468 maintenance affected the CDD Budget; and the need to have a cash reserve for emergencies or
469 incidentals.

470

471 Mr. Ward explained even with the HOA contributing to the preserve maintenance program, the
472 increase of \$170 would bring the assessment rate up over the cap rate and would trigger mailed
473 notice to the community.

474

475 *Mr. Bhatla: If we are going to increase the cap rate again, shouldn't there be some contingencies?*
476 *I don't think every year we should be going above the cap rate.*

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Mr. Ward: I think we did a great job three years ago establishing a budget and establishing a cap rate at \$1,679. I usually do something between 15% and 20% of the total operating budget as some leeway to get to your cap rate, and I think that's reasonable over a 2 or 3 year period. We established this and we got three years out of it basically and I think we're going into the fourth year of the program, but the program was never designed to build a lot of cash, it was designed to get some work done. We are at the milestone of where do we go with cash over the next couple of years plus trying to come up with a better way of gauging what we need on a going forward basis.

Chairperson Stamp: If we pull the pump house out and pull the entrance out and get \$125,000 from the HOA, we are under our cap rate. It's the unanticipated stuff causing the turmoil.

Mr. Ward: Your regular operating items, as Zack said, are all right on target. We are doing good with those. It's just these three items are the stretch for 2025.

Mr. Miller: I'm inclined to include the HOA reimbursement.

Chairperson Stamp: This document was drafted before the HOA agreed. If they sign the agreement, we will plug it in at the next meeting.

Mr. Bhatla: What is this number \$2,351 dollars?

Mr. Ward: That would be the new cap rate. The new cap rate would also go down \$130 if the HOA signs the agreement, just like the operating assessment rate.

Chairperson Stamp: We are going to come back next month with the budget document in front of us, and hopefully it will reflect the additional \$125,000, and we can talk about all of these items and see if the Board wants to make cuts or increase the assessment rate and not make cuts.

Mr. Winters: How much money do we have in cash and how does that change the rates we could get?

Mr. Ward: So, October, November, December the bank account is zip, it's basically nothing. We get money in November, December. January, February we are flush with cash. We are going to be over the million dollar mark, and it will decrease every month after that.

Mr. Winters: If that's something you can anticipate, can you do investments where you get a return on some of the money over that period of time or is it more trouble than it's worth?

Mr. Ward: For a general fund we are pretty limited in what we can do, but we can do some investments on it. I will definitely look into that, but it's not going to move the needle a lot.

Mr. Miller: The \$120,000 dollars for the pumps. Are we doing that in anticipation of being proactive and replacing them before they break, or have they already broken?

Mr. Ward: It is proactive.

524 *Mr. Messick: The pump and motor rebuild are necessary every 6 to 8 years and it's been longer*
525 *than that. It's \$20,000 dollars per year and we went 4 years. Additionally, the irrigation filter*
526 *assembly, the one that blew last summer, we should replace the second filter, so we have a*
527 *schedule and are not reacting to a blown filter. It needs to be replaced. It's on its last legs, so we*
528 *have that also. That's also \$90,000 dollars. So, you have that for \$90,000 and you have the*
529 *rebuild for \$20,000 dollars. Then you will have \$20,000 dollars over the next several years after*
530 *that. Additionally, there is an arrestor and a heat exchange in the control panel which typically*
531 *last 5 years, and those have lasted well over 5 years, so we need to get those replaced. There are*
532 *different components in the lift station that need to be replaced, but those pumps, the motors,*
533 *they cycle between each other, so there is always one that can be repaired, but we are trying to be*
534 *proactive on the maintenance of the pump and rebuild them, so they continue to last long. You*
535 *can rebuild them twice, maybe three times, before you have to replace them. And this is the*
536 *irrigation for the landscaping, so you don't want to invest a bunch of money in landscaping and*
537 *then you can water it, especially during the dry season.*

538
539 *Mr. Miller: Help me understand page 4, reserves and overall contingencies. Last year's budget*
540 *was \$116,000 and this year is \$0.*

541
542 *Mr. Ward: So, \$116,000 and the contingency monies. The number wasn't originally \$116,000. If*
543 *you remember we did a budget amendment in January. The original \$250,000 dollars we took out,*
544 *I stuck it in this reserve and contingency line item, so when I moved that back to reserves, the*
545 *\$116,000 was what was left over. We really didn't have that at all in 2024. So, in 2025, I started*
546 *to plug in more long term capital planning.*

547
548 *Mr. Miller: Is this in some measure to put the total we are spending with being proactive and*
549 *fixing pumps that haven't broken and having this money?*

550
551 *Mr. Ward: Yeah, this is proactive work on the pump station, and obviously the front fountains.*

552
553 *Mr. Miller: Is this duplicative in that we already have -- on page three the capital outlay for the*
554 *pump station is \$155,000, and now we have \$145,000 for the capital planning. Is this somewhat*
555 *duplicative that we are already putting in money to rebuild the pumps proactively and also adding*
556 *the \$145,000 for the reserve?*

557
558 *Mr. Ward: I would not call it duplicative. In this world, it's good to be proactive and replace all of*
559 *those things, and unfortunately, proactive for us is we don't have any cash if they did break. So,*
560 *the \$145,000 is to begin some kind of a process to start having cash that if something did break,*
561 *we would be able to do it. If you had a hurricane and you had damage to these assets, you would*
562 *be able to restore them. At the moment, you don't have that. At the end of 2024 you will only*
563 *have \$340,000 dollars cash in the bank. You have nothing in the bank. That doesn't cover you for*
564 *the first three months. So, the 2025 budget starts to get you where you'll have your operating*
565 *cash for the first three months, and by year end you should be able to have your \$145,000 in*
566 *addition to the regular operating cash for next year.*

567
568 *Mr. Bhatla: I would like to approach in another way. If the overall expenditure, overall budget is*
569 *about \$2.3 million, it stands to reason that we should have at least 10 percent in reserve. Without*
570 *that I think we are basically nickel and diming everything.*

571

572 *Mr. Ward: Under that scenario, that would be true, but we live in Florida. We've had how many*
573 *hurricanes blow through. We've been lucky here in this community, but many communities are*
574 *saying half a million dollars, or a million dollars, or a million and a half for a reserve. You have to*
575 *think about that reserve account, not just to renew and replace your asset base, but you need*
576 *money to handle the natural disasters we have which cause millions of dollars' worth of damage.*
577 *We need to build reserves.*

578
579 *Mr. Bhatla: We need to build reserves. We should be thinking along those lines then.*
580

581 *Mr. Ward: What I tell my Boards, the minimum level should be at least \$1 million dollars in your*
582 *reserve account for natural disasters, plus the cash you need to operate on in the first three*
583 *months.*

584
585 *Mr. Bhatla: Should we bite the bullet to set us up along that path?*
586

587 *Chairperson Stamp: That is in many ways a better way to do it. To say we have to build a reserve*
588 *and so we are going up \$300 dollars period. This year we've got the capital, and then next year we*
589 *could maybe start scaling it back. It is just a question of what the Board wishes.*

590
591 *Mr. Bhatla: I think we have to be more responsible as opposed to reacting all the time. Every year*
592 *we blow the budget.*
593

594 *Mr. Miller: What would it look like if we do like the lake bank maintenance and did a 5 year*
595 *reserve program to bring it up? How would that factor into it or have you already factored it in?*
596

597 *Mr. Ward: As I said, I think the number should be \$1 million dollars, plus your cash. You will hit*
598 *your cash requirements in 2025. To hit the 5 year mark, which I think is a reasonable number, the*
599 *\$145,000 should go to \$200,000 which is frankly the original number I put in here before I started*
600 *to try to figure out ways to get the number down a little bit. That was my original thought. At*
601 *\$145,000 dollars it would be a slower pace to get to the minimum reserve amount. I was thinking*
602 *\$145,000 for 2025, and hopefully the capital sloughs off a little bit next year and we might be able*
603 *to increase the reserve. I was trying to be a little conservative.*
604

605 *Chairperson Stamp: We will move on and revisit this in April and May and June and July.*
606

607 *Mr. Ward: I will tell you if we do have to do mailed notice, as we do the Budget Hearing in July, we*
608 *need to finish this in May, so I can do the mailed notice for the July Hearing.*
609

610 *Chairperson Stamp: Okay, moving on. Financial disclosure and ethics training.*
611

612 *Mr. Ward: This past year, the law did change in a couple of ways. One is the way in which you file*
613 *your Form 1. In previous years you've filed with the Supervisor of Elections in Collier County. This*
614 *year, the State has created a website for Form 1 filing. We have already added you to the website,*
615 *so your name and email address are there. You will have to go onto the website and create your*
616 *own username and password which you need to keep because you will be the only ones who can*
617 *go in there and do your Form 1 filing. Your Form 1 filing for this year is due July 1. We will send*
618 *you the links in an email, so you have the links to get to the website. When you file this year, you*
619 *are filing for calendar year 2023. So, that is the form you will file when you go onto their website.*

620 *There has been a lot of talk about which form to file. You are filing a form 1, and in 2023 you were*
621 *not subject to the Ethics Training requirement, so you will not check the box when you do your*
622 *Form 1 filing. Now, the bad news is that with the automation of this process, to the extent that*
623 *you do not file on time. If you do not file on time, you will automatically be charged \$25 dollars per*
624 *day as a fine, not to exceed \$1,500 dollars. There is nothing we can do at that point. That's what*
625 *the law is and it's all electronic going forward, so just make sure you file on time. The other law*
626 *coming into effect this year is the training you will need to do. There are three courses you will*
627 *need to take. One is 2 hours of ethics, 1 hour of sunshine law and 1 hour of public records law. We*
628 *will send you links for the three training portions you have to do. One is a YouTube video, the other*
629 *two are PowerPoint presentations and all three meet the ethics training requirements. The links*
630 *are pretty easy. You just have to listen to one and read the PowerPoint presentations. Then next*
631 *year, when you do your Form 1 filing, there is a box you will check saying you did the training. I*
632 *will go over this with you again. Those of you who are up for election this year, usually the*
633 *Supervisor of Elections will give you another Form 1 to fill out. I don't know if they will do that this*
634 *year, but I will go over that with you in your April Board meeting when we get there.*

635

636 *Chairperson Stamp: I did my Form 1 filing this morning and it was a piece of cake.*

637

638

639 **SIXTH ORDER OF BUSINESS**

Supervisor's Requests

640

641 *Mr. Miller: I do have something. It's with respect to the HOA capital improvement plan. I thought what*
642 *I was hearing previously is that the HOA capital improvement plan includes improvement to the practice*
643 *area of the golf course, squaring off the lake bank and filling part of lake bank in and I thought I heard*
644 *along the way that will require cooperation and/or approval by the CDD, as well as SFWMD. Does that*
645 *require our approval?*

646

647 *Mr. Ward: It would not. We have easements around the lake, so if the easement changes based upon*
648 *what they are going to dig out, we will probably have to go through some process with them to add to*
649 *the legal description for the easement purposes itself. We'd have to expand that. But that's all we*
650 *would have to do.*

651

652 *Chairperson Stamp: Jimmy didn't you say before we would have to sign it?*

653

654 *Mr. Messick: I thought that because the lakes are in the CDD's name that the South Florida Water*
655 *Management District wouldn't allow them to submit on behalf without us being involved.*

656

657 *Mr. Miller: I'm in opposition of this taking place, but if this an HOA project and not a CDD project, but*
658 *needs CDD cooperating approval, should we be considering putting together a document where the HOA*
659 *excepts responsibility for reimbursing the CDD for any expenses we incur and taking on any potential*
660 *legal liability? I see a big backhoe out there on the back side of the lake. I see bulldozers and dump*
661 *trucks. And something could go wrong. Not that we shouldn't cooperate, but this is not our project.*
662 *And just as they wanted a document from us, shouldn't we ask for a document from them saying they*
663 *would provide reimbursement and liability protection for us?*

664

665 *Ms. Wald: I would say yes, if it is going to potentially affect any CDD owned property, or property that*
666 *we have responsibility for under the permit, then we want to make sure that there are protections for the*
667 *CDD. It doesn't sound like any formal has been provided to the CDD for any approval per se by the HOA,*

668 *and that would be something that would be required as was stated by your District Engineer if it is going*
669 *to be required under the permit.*

670

671 *Mr. Tom Kleck: In regard to the construction, and this is nothing to do with the CDD, at one point,*
672 *instead of doing all of the digging and the trenching and moving the dirt, Ron had suggested that we put*
673 *a platform out there which would be more favorable to a lot of members instead of tearing up all that*
674 *ground. And cost wise I think that would be a lot less money and require less permitting if we just put a*
675 *long dock to shoot golf balls off.*

676

677 *Mr. Miller: Yes, that is a thought, and I think Martinn has adopted that thought too. When that thought*
678 *came up, as I discussed it with Martinn and others, I would hesitate to call it a good idea, but it is an idea*
679 *in lieu of bringing in the backhoe, dump trucks, bulldozers etc., but I have no idea what the cost would*
680 *be. He discussed the idea further.*

681

682 Discussion ensued regarding the platform/dock idea and the golf course project.

683

684 *Mr. Martinn Winters: As most of you know, I am running for the HOA Board, and I have put this idea on*
685 *as one of my platform planks to research it to see if it is a viable idea as an alternative to dredging up the*
686 *land. If I'm elected, I will bring it up as an item to discuss.*

687

688 Discussion ensued regarding whether building the dock would need CDD approval and whether the
689 SFWMD permit would need modifying if a dock was constructed.

690

691 Mr. Messick stated he believed it would be simpler to modify the permit for dock construction as
692 opposed to changing the layout of the lake itself.

693

694

695 **SEVENTH ORDER OF BUSINESS**

Public Comments

696

697 **Public Comments: Public comment period is for items NOT listed on the Agenda, comments are**
698 **limited to three (3) minutes per person, assignment of speaking time is not permitted, however the**
699 **Presiding Officer may extend or reduce the time for the public comment period consistent with**
700 **Section 286.0114, Florida Statutes**

701

702 Chairperson Stamp indicated there were no members of the public present and therefore, there were
703 no public comments.

704

705

706 **EIGHTH ORDER OF BUSINESS**

Announcement of Next Meeting

707

708 **Announcement of Next Meeting – Regular Meeting April 18, 2024**

709

710 Chairperson Stamp announced the next meeting date.

711

712

713 **NINTH ORDER OF BUSINESS**

Adjournment

714

715 The meeting was adjourned at approximately 2:23 p.m.

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On MOTION made by Ron Miller, seconded by Tom Kleck, and with all in favor, the Meeting was adjourned.

Flow Way Community Development District

James P. Ward, Secretary

Zack Stamp, Chairperson

DRAFT

RESOLUTION 2024-5

THE RESOLUTION OF THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AMENDING THE FISCAL YEAR 2024 BUDGET WHICH BEGAN ON OCTOBER 1, 2023, AND ENDS ON SEPTEMBER 30, 2024; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District previously adopted the Fiscal Year 2024 Budget via Resolution 2023-7 on July 20, 2023; and

WHEREAS, the District desires to amend the adopted Fiscal Year 2024 Budget in accordance with Exhibit A attached hereto;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. INCORPORATION OF RECITALS. That the foregoing recitals are true and correct and incorporated herein as if written into this Section.

SECTION 2. AMENDMENT OF FISCAL YEAR 2024 BUDGET. The previously adopted Budget of the District is hereby amended in accordance with Exhibit A attached hereto and incorporated herein as if written into this Section.

SECTION 3. SUPPLEMENTAL APPROPRIATION. The District Manager shall have the authority within the General Fund to authorize the transfer of any appropriation or any portion thereof, provided such transfer does not have the effect of increasing the total budget appropriations (Expenses) for Fiscal Year 2024.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 5. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements, or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED by the Board of Supervisors of the Flow Way Community Development District this 18th day of April 2024.

ATTEST:

**FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Zack Stamp, Chairperson

Flow Way Community Development District
Adopted Budget - General Fund (AMENDMENT 1)
Fiscal Year 2024

Description	Fiscal Year 2024 Budget	Amendment #1	REVISED BUDGET FY 2024	Notes
Revenues and Other Sources				
Carryforward	\$ (143,755)	\$ -	\$ (143,755)	Negative Number is Added Cash Required to Partially Fund 1st Quarter Operations
Interest Income - General Account	\$ -	\$ -	\$ -	Interest on General Bank Account
Assessment Revenue			\$ -	
Assessments - On-Roll	\$ 1,988,811	\$ -	\$ 1,988,811	Assessments from Property Owner's
Assessments - Off-Roll	\$ -	\$ -	\$ -	
Truist - Loan Proceeds	\$ 500,000	\$ -		Short Term Bank Loan to Fund Operations
Total Revenue & Other Sources	\$ 2,345,056	\$ -	\$ 1,845,056	
Appropriations				
Legislative				
Board of Supervisor's Fees	\$ 12,000	\$ -	\$ 12,000	Statutory Required Fees
Board of Supervisor's - FICA	\$ -	\$ -	\$ -	FICA (if applicable)
Executive				
Professional - Management	\$ 43,000	\$ -	\$ 43,000	District Manager
Financial and Administrative				
Audit Services	\$ 5,700	\$ -	\$ 5,700	Statutory required audit yearly
Accounting Services	\$ 16,000	\$ -	\$ 16,000	All Funds
Assessment Roll Preparation	\$ 16,000	\$ -	\$ 16,000	Par Outstanding and yearly work with Property IRS Required Calculation to insure interest on
Arbitrage Rebate Fees	\$ 3,000	\$ -	\$ 3,000	bond funds does not exceed interest paid on bonds
Other Contractual Services				
Recording and Transcription	\$ -	\$ -	\$ -	Transcription of Board Meeting
Legal Advertising	\$ 3,500	\$ -	\$ 3,500	Statutory Required Legal Advertising
Trustee Services	\$ 26,665	\$ -	\$ 26,665	Trust Fees for Bonds
Dissemination Agent Services	\$ 5,500	\$ -	\$ 5,500	Required Reporting for Bonds GL# 5133405
Bond Amortization Schedules				
Property Appraiser & Tax Coll. Fees	\$ 5,000	\$ -	\$ 5,000	Fees to place assessments on the tax bills
Bank Service Fees	\$ 300	\$ -	\$ 300	Bank Fees - Governmental Bank Account
Travel and Per Diem	\$ -	\$ -	\$ -	
Communications and Freight Services				
Telephone	\$ -	\$ -	\$ -	
Postage, Freight & Messenger	\$ 250	\$ -	\$ 250	Agenda Mailings and other misc mail
Rentals and Leases				

Flow Way Community Development District
Adopted Budget - General Fund (AMENDMENT 1)
Fiscal Year 2024

Description	Fiscal Year 2024 Budget	Amendment #1	REVISED BUDGET FY 2024	Notes
Meeting Room Rental	\$ -	\$ -	\$ -	
Computer Services (Web Site)	\$ 2,000	\$ -	\$ 2,000	Statutory Maintenance of District Web site
Insurance	\$ 15,000	\$ -	\$ 15,000	General Liability and D&O Liability Insurance
Subscriptions and Memberships	\$ 175	\$ -	\$ 175	Department of Economic Opportunity Fee
Printing and Binding	\$ 250	\$ -	\$ 250	Agenda books and copies
Office Supplies	\$ -	\$ -	\$ -	
Legal Services				
General Counsel	\$ 25,000	\$ 15,000	\$ 40,000	District Attorney
Special Counsel - Litigation	\$ 35,000	\$ (35,000)	\$ -	Special Counsel
Special Counsel - Court Reporter/Arbitrator	\$ 7,500	\$ (7,500)	\$ -	Court Reporter & Arbitrator's Fees
Special Counsel - Experts for Legal Fees	\$ 10,500	\$ (10,500)	\$ -	Special Counsel - To Be Determined
Special Counsel - Appellate Court	\$ 75,000	\$ (75,000)	\$ -	Special Counsel
Truist Loan - Legal Fees	\$ 20,000	\$ (20,000)	\$ -	Truist - Operating Loan Closing Fees
Special Counsel - Preserves Regulatory	\$ -	\$ 7,500	\$ 7,500	
Special Counsel - Other	\$ -	\$ -	\$ -	
Sub-Total:	\$ 327,340	\$ (125,500)	\$ 201,840	
Other General Government Services				
Engineering				
General Engineering	\$ 50,000	\$ -	\$ 50,000	Engineer (projects separated as identified) On-going project to evaluate Bonita Springs Plan
Bonita Springs - Stormwater Discharge to Preserves	\$ 10,000	\$ -	\$ 10,000	for stormwater discharge
20 yr Stormwater Analysis	\$ -	\$ -	\$ -	Completed FY 2022
Sub-Total:	\$ 60,000	\$ -	\$ 60,000	
Stormwater Management Services				
Preserve Area Maintenance				
Environmental Engineering Consultant				
Task 1 - Bid Documents	\$ -	\$ 10,000	\$ 10,000	Environmental Consultant
Task 2 - Monthly site visits	\$ -	\$ 20,000	\$ 20,000	Environmental Consultant
Task 3 - Reporting to Regulatory Agencies	\$ -	\$ 10,000	\$ 10,000	Environmental Consultant
Task 4 - Fish Sampling to US Fish and Wildlife	\$ -	\$ -	\$ -	Permit Requirements Completed
Task 5 - Attendance at Board Meeting	\$ -	\$ -	\$ -	N/A
Clearing Downed Trees/Cleanup	\$ -	\$ -	\$ -	District Engineer
Code Enforcement for Incursion into Preserve	\$ -	\$ -	\$ -	N/A
Contingencies	\$ -	\$ -	\$ -	N/A
Repairs and Maintenance				
Wading Bird Foraging Areas	\$ -	\$ -	\$ -	Permit Requirements Completed

Flow Way Community Development District
Adopted Budget - General Fund (AMENDMENT 1)
Fiscal Year 2024

Description	Fiscal Year 2024 Budget	Amendment #1	REVISED BUDGET FY 2024	Notes
Internal Preserves	\$ -	\$ 7,000	\$ 7,000	Routine Maintenance
Western Preserve	\$ -	\$ 15,000	\$ 15,000	External Preserves
Northern Preserve Area 1	\$ -	\$ 75,000	\$ 75,000	External Preserves
Northern Preserve Area 2	\$ -	\$ 130,000	\$ 130,000	External Preserves
Clearing Downed Trees/Cleanup	\$ -		\$ -	Internal/External Preserves
Code Enforcement for Incursion into Preserve	\$ -	\$ -	\$ -	External Preserves
Installation - No Trespassing Signs	\$ -	\$ -	\$ -	External Preserves
Capital Outlay			\$ -	
Internal and External	\$ -	\$ -	\$ -	See CIP for Detail
Sub-Total:	\$ -	\$ 267,000	\$ 267,000	
Lake, Lake Bank and Littoral Shelf Maintenance				
Professional Services				
Asset Management	\$ 27,100	\$ -	\$ 27,100	Field Operations Manager
NPDES Monitoring	\$ -	\$ -	\$ -	
Repairs & Maintenance				
Aquatic Weed Control	\$ 120,000	\$ -	\$ 120,000	Weekly spraying Lakes w/(added treatments as
Littoral Shelf - Invasive Plant Control/Monitoring	\$ 35,000	\$ -	\$ 35,000	Monthly control of Invasives, maintain littoral
Lake Bank Maintenance	\$ 15,000	\$ -	\$ 15,000	Periodic maintenance of lake banks
Water Quality Testing	\$ 14,500	\$ -	\$ 14,500	Three times/year
Littoral Shelf Planting	\$ 20,000	\$ -	\$ 20,000	Replanting/Cleaning of Littorals
Aerations System	\$ -	\$ -	\$ -	Aeration (Fountains) or below water aeration
Control Structures, Catch basins & Outfalls	\$ 28,000	\$ -	\$ 28,000	Rotating Three Year Program
Tree Removal/Miscellaneous Cleaning	\$ 20,000	\$ -	\$ 20,000	Dead/Downed Tree Removal/Miscellaneous
Contingencies	\$ 18,600	\$ -	\$ 18,600	8% of Repairs and Maintenance
Capital Outlay				
Fountain Installations	\$ -	\$ -	\$ -	See CIP for Detail
Littoral Shelf Planting	\$ 10,000	\$ -	\$ 10,000	See CIP for Detail
Lake Bank Restorations	\$ 172,298	\$ -	\$ 172,298	See CIP for Detail
Water Control Structures	\$ -	\$ -	\$ -	See CIP for Detail
Contingencies	\$ -	\$ -	\$ -	
Sub-Total:	\$ 480,498	\$ -	\$ 480,498	
Community Wide Irrigation System				
Professional Services				
Asset Management	\$ 15,700	\$ -	\$ 15,700	Field Operations Manager
Consumptive Use Permit Monitoring	\$ 16,000	\$ -	\$ 16,000	SFWMD Permit Compliance Requirements
Utility Services				
			\$ -	

Flow Way Community Development District
Adopted Budget - General Fund (AMENDMENT 1)
Fiscal Year 2024

Description	Fiscal Year 2024 Budget	Amendment #1	REVISED BUDGET FY 2024	Notes
Electric - Pump Station	\$ 32,000	\$ -	\$ 32,000	Pumps Station Electric
Electric - Recharge Pumps	\$ 8,000	\$ -	\$ 8,000	Two pumps; for water withdrawal from aquifer/i
Wireless - Pump Station				
Repairs and Maintenance			\$ -	
Pump Station and Wells	\$ 30,000	\$ -	\$ 30,000	Preventative Maint./we well water treatment and
Recharge Pumps	\$ 8,500	\$ -	\$ 8,500	Pump and Meter Repairs
Main Line Irrigation System	\$ 6,600	\$ -	\$ 6,600	Irrigaion Main line Repairs
Contingencies	\$6,808	\$ -	\$ 6,808	8% of Repairs and Maintenance
Capital Outlay			\$ -	
New Meter and Backup Pump/Motor	\$ 45,000	\$ -	\$ 45,000	See CIP for Detail (Backup Well FY 2024)
Sub-Total:	\$ 168,608	\$ -	\$ 168,608	
Landscaping Services				
Professional Services				
Asset Management	\$ 14,000	\$ -	\$ 14,000	Field Operations Manager
Utility Services			\$ -	
Electric - Landscape Lighting	\$ 19,600	\$ -	\$ 19,600	In Ground Lighting and Street Lights
Potable Water - Fountains	\$ 2,400	\$ -	\$ 2,400	Two (20 Fountains)
Community Entrance (Landscaping)				
Repairs & Maintenance				
Landscaping Maintenance	\$ 101,000	\$ -	\$ 101,000	Turf, Hedges, groundcover, trees
Tree Trimming	\$ 15,500	\$ -	\$ 15,500	Yearly Trimming of oak branches
Landscape Replacements	\$ 27,500	\$ -	\$ 27,500	Yearly Replacements as needed
Mulch Installation	\$ 33,000	\$ -	\$ 33,000	Two (2) times/year replacement with touchup
Annuals	\$ 50,000	\$ -	\$ 50,000	Two (2) times/year consistent with Master HOA
Annual Holiday Decorations	\$ 18,000	\$ -	\$ 18,000	Lighting, wreaths, etc. at bridge and entrance
Landscape Lighting	\$ 3,600	\$ -	\$ 3,600	Periodic repair of decorative lighting fixtures
Landscape Monuments	\$ 9,000	\$ -	\$ 9,000	Periodic Pressure Washing/Repairs
Fountains	\$ 22,500	\$ -	\$ 22,500	Weekly Service and pump repairs (as needed)
Bridge & Roadway - Main Entrance	\$ 13,500	\$ -	\$ 13,500	Periodic Pressure Washing of concrete and brick
Miscellaneous Repairs	\$ 3,000	\$ -	\$ 3,000	Other Miscellaneous items not accounted for
Contingencies	\$ 23,728	\$ -	\$ 23,728	8% of Repairs and Maintenance
Capital Outlay				
Landscaping	\$ 82,500	\$ -	\$ 82,500	See CIP for Detail
Sub-Total:	\$ 438,828	\$ -	\$ 438,828	

Flow Way Community Development District
Adopted Budget - General Fund (AMENDMENT 1)
Fiscal Year 2024

Description	Fiscal Year 2024 Budget	Amendment #1	REVISED BUDGET FY 2024	Notes
Reserves & Overall Contingencies:				
District Asset Restoration and/or Natural Disaster Funding	\$ 158,030	\$ (41,500)	\$ 116,530	Long term Capital Planning 1001 - create a stable/equitable funding plan to offset deterioration resulting in sufficient funds for
Contingencies	\$ 100,000	\$ (100,000)	\$ -	Unforeseen Operation Additions
Debt Service			\$ -	
Principal Repayment - Mandatory (Truist Loan)	\$ 500,000	\$ -	\$ -	Operating Loan Required to Fund Operatons
Interest Expense - Mandatory (Truist Loan)	\$ 12,200	\$ -	\$ 12,200	Interest Expense - Operating Loan
Sub-Total:	<u>\$ 512,200</u>	<u>\$ -</u>	<u>\$ 12,200</u>	
Other Fees and Charges				
Discounts	\$ 99,552	\$ -	\$ 99,552	Discount on assessments for November early
Total Appropriations	<u>\$ 2,345,056</u>	<u>\$ -</u>	<u>\$ 1,845,056</u>	
<hr/>				
Net Increase/(Decrease) in Fund Balance	\$ 143,755	\$ -	\$ 143,755	Projected Cash Balances
<hr/>				
Components of Fund Balance				
Beginning - Projected Ending Fund Balance	\$ 278,716		\$ 411,643	Beginning Cash (Revised FY 2024 Column)
Reserved for Operations (1st. Three Months)	\$ 278,716		\$ 338,260	Reserved for Operations (1st. Three Months)
Storm Event's/Unforeseen Capital/Reserves/Future Operator	\$ 158,030		\$ -	Long Term Planning - Asset
Total Fund Balance	<u>\$ 436,746</u>		<u>\$ 338,260</u>	

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

MEMORANDUM

Date: April 2, 2024

From: Zack Stamp, District Chairman

To: Board of Supervisors

Cc: James Ward, Jimmy Messick, Mike Pawelczyk

Subject: Proposed Fiscal Year 2025 Budget Adjustments.

Last month I laid out a "meat axe" approach to holding the current assessment steady while addressing the necessary spending increases. It was not pretty but it was sobering. Since then, I have asked Jim Ward to take the axe out of my hands and pick up a scalpel.

Enclosed in this month's Board Packet is a proposal that allows us to fix the fountains, replace the pumps and fund our insurance all without raising the assessment. It is more surgical so less painful, but it is not without major risks. It proposes reducing cash balances, removing contingencies, and slowing the building of our overall reserve. We are told that a CDD of our size should have a reserve of One Million dollars plus \$400k in operating cash. We currently have \$211k, expected to increase to \$340k by year end. This proposal slashes next year's contribution to the reserve in half. With this proposal, or indeed with the proposed budget, we could be one Hurricane or one major equipment failure away, from being unable to properly respond.

As you know I was one of the first to buy here and we have had to replace two refrigerators, two garbage disposals, one dishwasher, one air conditioner and one pool heater. The same company that installed those items built and maintained(?) the CDD facilities. So what can we reasonably anticipate?

This is not the only option. Nor is it an either-or choice between the "meat axe" and the scalpel. We may take items from both, or we may want to still increase the assessment, but just not as much. We are currently in the discussion stage. It is not my intent to vote on anything at the April meeting but to get a sense of where we want to go, so that Jim can prepare a budget for a formal vote in May.

I look forward to your thoughts at the April meeting.

**Flow Way Community Development District
Proposed Budget - General Fund
Fiscal Year 2025**

Adopted Budget Total - FY 2024	\$ 1,988,811
Adopted Assessment Rate - FY 2024	\$ 1,679.74
Proposed Budget Total - FY 2025	\$ 2,194,363
Proposed Assessment Rate - FY 2025	\$ 1,853.35
Max Dollars Required to hold Assessments to Current Year levels	\$ 205,552
Per Unit Reduction to achieve Assessment Rate at FY 2024 Levels	\$ 173.61

Goal: - To maintain Assessment Rate at FY 2024 Levels with as minimal impact on service for FY 2025

Description of Item for Consideraton of Budget Reductions	Total Amount	Total Cost/Unit	Dollar Reducton	Reductions to Achieve Goal	Summary of Item
Cash Addition to meet Operatng Requirements	\$ 54,156	\$ 45.74	\$ 54,156	\$ 45.74	Minimal Impact on Cash Position
Preserve Area Maintenance					
Internal and External	\$ 9,000	\$ 7.60	\$ 9,000	\$ 7.60	Miscellaneous Fence Repairs (External Preserves)
Lake, Lake Bank and Littoral Shelf Maintenance					
Water Quality Testing	\$ 15,000	\$ 12.67	\$ 15,000	\$ 12.67	Remove for One Year
Contingencies	\$ 14,705	\$ 12.42	\$ 14,705	\$ 12.42	Minimal Impact
Improvement to Water Quality/sign replacements	\$ 22,725	\$ 19.19	\$ 22,725	\$ 19.19	Preserve Signs along lake banks - Move to Future Yr
Community Wide Irrigation System					No Changes
Landscaping Services					
Contingencies	\$ 19,750	\$ 16.68	\$ 19,750	\$ 16.68	Minimal Impact
Reserves & Overall Contingencies:					
District Asset Restoration and/or Natural Disaster Funding	\$ 140,950	\$ 119.05	\$ 70,475	\$ 59.52	Overall 5 year plan needed - Future Year Budget
Totals:	\$ 178,286	\$ 233.35	\$ 205,811	\$ 173.83	
			\$ 205,552	\$ 173.61	Amt. Req'd. to Achieve Assessment Rate Constant
			\$ 258.60	\$ 0.22	Difference

Budget Items that have resulted in an increase in the Overall Assessment Rate.

Insurance	\$ 98,000	District Exploring Options to Reduce Cost
Mounments (Fountains Pumps/Motor Replacement)	\$ 120,000	Pumps (4) & variable speed controls
Irrigation Pump Station	\$ 155,000	Rebuild Pumps (4) - Replace 2nd irr filtration assembly, backup well addition
Total Cost Estimate	\$ 373,000	

Flow Way Community Development District
Proposed Budget - General Fund
Fiscal Year 2025

Description	REVISED BUDGET FY 2024	Actual At 02/29/2024	Anticipated Year End 09/30/2024	Fiscal Year 2025 Budget	Notes
Revenues and Other Sources					
Carryforward	\$ (143,755)	\$ -	\$ -	\$ (61,502)	Negative Number is Added Cash Required to Partially Fund 1st Quarter Operations
Interest Income - General Account	\$ -				Interest on General Bank Account
Assessment Revenue	\$ -				
Assessments - On-Roll	\$ 1,988,811	\$ 1,800,971	\$ 1,988,811	\$ 2,243,681	Assessments from Property Owner's
Assessments - Off-Roll	\$ -				
Miscellaneous Revenue					
Preserve Contribution - Esplanade Master HOA	\$ -	\$ -	\$ -	\$ 125,000	Master Contributes 50% of certain costs for external preserves
Trust - Loan Proceeds	\$ -	\$ -	\$ -	\$ -	Short Term Bank Loan to Fund Operations
Total Revenue & Other Sources	\$ 1,845,056	\$ 1,800,971	\$ 1,988,811	\$ 2,307,180	
Appropriations					
Legislative					
Board of Supervisor's Fees	\$ 12,000	\$ 3,200	\$ 12,000	\$ 12,000	Statutory Required Fees
Board of Supervisor's - FICA	\$ -				FICA (if applicable)
Executive					
Professional - Management	\$ 43,000	\$ 17,917	\$ 43,000	\$ 45,200	District Manager
Financial and Administrative					
Audit Services	\$ 5,700	\$ 5,700	\$ 5,700	\$ 5,800	Statutory required audit yearly
Accounting Services	\$ 16,000	\$ 6,667	\$ 16,000	\$ 17,500	All Funds
Assessment Roll Preparation	\$ 16,000	\$ 6,667	\$ 16,000	\$ 17,500	Par Outstanding and yearly work with Property Appraiser
Arbitrage Rebate Fees	\$ 3,000	\$ 2,000	\$ 3,000	\$ 3,000	IRS Required Calculation to insure interest on bond funds does not exceed interest paid on bonds
Other Contractual Services					
Recording and Transcription	\$ -				Transcription of Board Meeting
Legal Advertising	\$ 3,500	\$ 251	\$ 3,500	\$ 3,500	Statutory Required Legal Advertising
Trustee Services	\$ 26,665	\$ 12,523	\$ 26,665	\$ 26,665	Trust Fees for Bonds
Dissemination Agent Services	\$ 5,500	\$ 5,500	\$ 5,500	\$ 5,500	Required Reporting for Bonds
Bond Amortization Schedules	\$ -	\$ -	\$ -		
Property Appraiser & Tax Coll. Fees	\$ 5,000	\$ 15,500	\$ 15,500	\$ 15,500	Fees to place assessments on the tax bills
Bank Service Fees	\$ 300	\$ -	\$ 500	\$ 300	Bank Fees - Governmental Bank Account
Travel and Per Diem	\$ -	\$ -	\$ 600	\$ -	
Communications and Freight Services					
Telephone	\$ -				
Postage, Freight & Messenger	\$ 250	\$ 27	\$ 250	\$ 250	Agenda Mailings and other misc mail
Rentals and Leases					
Meeting Room Rental	\$ -				
Computer Services (Web Site)	\$ 2,000	\$ -	\$ 2,000	\$ 2,000	Statutory Maintenance of District Web site
Insurance	\$ 15,000	\$ 97,258	\$ 97,258	\$ 98,000	General Liability and D&O Liability Insurance
Subscriptions and Memberships	\$ 175	\$ 175	\$ 175	\$ 175	Department of Economic Opportunity Fee
Printing and Binding	\$ 250	\$ -	\$ -	\$ 200	Agenda books and copies
Office Supplies	\$ -	\$ -	\$ -		
Legal Services					

Flow Way Community Development District
Proposed Budget - General Fund
Fiscal Year 2025

Description	REVISED BUDGET FY 2024	Actual At 02/29/2024	Anticipated Year End 09/30/2024	Fiscal Year 2025 Budget	Notes
General Counsel	\$ 40,000	\$ 22,115	\$ 40,000	\$ 40,000	District Attorney
Special Counsel - Litigation	\$ -	\$ 1,640	\$ 1,640	\$ -	- Special Counsel
Special Counsel - Court Reporter/Arbitrator	\$ -	\$ -	\$ -	\$ -	- Court Reporter & Arbitrator's Fees
Special Counsel - Experts for Legal Fees	\$ -	\$ -	\$ -	\$ -	- Special Counsel - To Be Determined
Special Counsel - Appellate Court	\$ -	\$ 233	\$ 233	\$ -	- Special Counsel
Truist Loan - Legal Fees	\$ -	\$ -	\$ -	\$ -	- Truist - Operating Loan Closing Fees
Special Counsel - Preserves Regulatory	\$ 7,500	\$ 1,639	\$ 3,000	\$ 3,000	Special Counsel - SFWMD Preserve Compliance
Special Counsel - Other	\$ -	\$ -	\$ -	\$ -	
Sub-Total:	\$ 201,840	\$ 199,010	\$ 292,521	\$ 296,090	
Other General Government Services					
Engineering					
General Engineering	\$ 50,000	\$ 10,869	\$ 50,000	\$ 57,000	Engineer
Bonita Springs - Stormwater Discharge to Preserves	\$ 10,000	\$ -	\$ -	\$ 1,500	On-going project to evaluate Bonita Springs Plan for stormwater discharge
20 yr Stormwater Analysis	\$ -	\$ -	\$ -	\$ -	- Completed FY 2022
Sub-Total:	\$ 60,000	\$ 10,869	\$ 50,000	\$ 58,500	
Stormwater Management Services					
Preserve Area Maintenance					
Environmental Engineering Consultant					
Task 1 - Bid Documents	\$ 10,000	\$ -	\$ 10,000	\$ -	- Task Completed in FY 2024
Task 2 Monthly site visits	\$ 20,000	\$ -	\$ 18,000	\$ 18,000	On-going - anticipated completion in FY 27
Taxk 3 - Reporting to Regulatory Agencies	\$ 10,000	\$ -	\$ 7,500	\$ 7,500	On-going - anticipated completion in FY 27
Task 4 - Fish Sampling to US Fish and Wildlife	\$ -	\$ -	\$ -	\$ -	- Environmental Consultant
Task 5 - Attendance at Board Meeting	\$ -	\$ -	\$ -	\$ -	- Environmental Consultant
Clearing Downed Trees/Cleanup (Internal/External Preserves)	\$ -	\$ -	\$ -	\$ -	- Included in Capital for FY 2025
Code Enforcement for Incursion into Preserve	\$ -	\$ -	\$ -	\$ -	- District Engineer - On-going engineering
Contingencies	\$ -	\$ -	\$ -	\$ -	N/A
Repairs and Maintenance					
Wading Bird Foraging Areas	\$ 6,500	\$ -	\$ 6,500	\$ 6,500	Permit Requirments Completed
Internal Preserves	\$ 7,000	\$ 2,963	\$ 9,963	\$ 7,000	Routine Maintenance of Internal Preserves
Western Preserve	\$ 36,000	\$ -	\$ 36,000	\$ 36,000	External Preserves
Northern Preserve Area 1	\$ 63,800	\$ -	\$ 63,800	\$ 63,800	External Preserves
Northern Preserve Area 2	\$ 106,300	\$ -	\$ 106,300	\$ 106,300	External Preserves
Clearing Downed Trees/Cleanup (Internal/External Preserves)	\$ -	\$ -	\$ 5,000	\$ -	- Included in Capital for FY 2025
Code Enforcement for Incursion into Preserve	\$ -	\$ -	\$ -	\$ -	- Preserves Maintenance
Installation - No Trespassing Signs	\$ -	\$ -	\$ -	\$ -	- External Preserves for routine repairs during the year
Contingencies	\$ -	\$ -	\$ -	\$ 4,900	
Capital Outlay					
Internal and External	\$ -	\$ -	\$ -	\$ 9,000	See CIP for Detail
Sub-Total:	\$ 259,600	\$ 2,963	\$ 263,063	\$ 259,000	
Lake, Lake Bank and Littoral Shelf Maintenance					
Professional Services					
Asset Management	\$ 27,100	\$ 9,033	\$ 27,100	\$ 29,220	Field Operations Manager
NPDES Monitoring	\$ -	\$ 1,800	\$ 1,800	\$ 1,800	
Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	

Flow Way Community Development District
Proposed Budget - General Fund
Fiscal Year 2025

Description	REVISED BUDGET FY 2024	Actual At 02/29/2024	Anticipated Year End 09/30/2024	Fiscal Year 2025 Budget	Notes
Aquatic Weed Control	\$ 120,000	\$ 66,870	\$ 157,185	\$ 145,420	Weekly spraying Lakes w/(added treatments as needed)
Littoral Shelf - Invasive Plant Control/Monitoring	\$ 35,000	\$ 12,698	\$ 30,000	\$ 35,000	Monthly control of Invasives, maintain littoral areas, Qtr Reporting
Lake Bank Maintenance	\$ 15,000	\$ 1,831	\$ 15,000	\$ 16,170	Periodic maintenance of lake banks
Water Quality Testing	\$ 14,500	\$ 3,925	\$ 14,500	\$ 15,000	Three times/year
Littoral Shelf Maintenance	\$ 20,000	\$ -	\$ 30,000	\$ 12,500	Maint. of Littorals (New Littorals in Capital for FY 2025)
Aerations System	\$ -	\$ -	\$ -	\$ -	- Aeration (Fountains) or below water aeration
Control Structures, Catch basins & Outfalls	\$ 28,000	\$ 44,850	\$ 50,000	\$ 70,000	Rotating Three Year Program (50% silt Cleaned)
Tree Removal/Miscellaneous Cleaning	\$ 20,000	\$ -	\$ 10,000	\$ -	- Moved To Preserve Maintence in FY 2025
Contingencies	\$ 18,600	\$ -	\$ -	\$ 14,705	5% of Repairs and Maintenance
Capital Outlay					
Improvement to Water Quality/sign replacements	\$ -	\$ -	\$ -	\$ 62,725	See CIP for Detail
Littoral Shelf Planting	\$ 10,000	\$ 988	\$ 10,000	\$ 40,000	See CIP for Detail
Lake Bank Restorations	\$ 172,298	\$ 4,793	\$ 155,000	\$ 90,982	See CIP for Detail
Water Control Structures	\$ -	\$ -	\$ -	\$ -	See CIP for Detail
Contingencies & CEI	\$ -	\$ -	\$ -	\$ 26,130	See CIP for Detail
Sub-Total:	\$ 480,498	\$ 146,789	\$ 500,585	\$ 559,652	
Community Wide Irrigation System					
Professional Services					
Asset Management	\$ 15,700	\$ 5,233	\$ 15,700	\$ 16,925	Field Operations Manager
Consumptive Use Permit Monitoring	\$ 16,000	\$ -	\$ 16,000	\$ 16,000	SFWMD Permit Compliance Requirements
Utility Services				\$ -	
Electric - Pump Station	\$ 32,000	\$ 11,460	\$ 34,380	\$ 36,000	Pumps Station Electric
Electric - Recharge Pumps	\$ 8,000	\$ 13,830	\$ 41,490	\$ 42,000	Two pumps; for water withdrawal from aquifer/irrigation lake
Wireless - Pump Station	\$ -	\$ 337	\$ 1,347	\$ 1,350	
Repairs and Maintenance				\$ -	
Pump Station and Wells	\$ 30,000	\$ 10,443	\$ 20,000	\$ 30,000	Preventative Maint./wet well water treatment and pump repairs
Recharge Pumps	\$ 8,500	\$ -	\$ 8,500	\$ 8,500	Pump and Meter Repairs
Main Line Irrigation System	\$ 6,600	\$ -	\$ 6,600	\$ 7,500	Irrigaion Main line Repairs
Contingencies	\$ 6,808	\$ -	\$ -	\$ 6,900	8% of Repairs and Maintenance
Capital Outlay	\$ -				
Irrigation Pump Station	\$ 45,000	\$ 250	\$ 22,000	\$ 155,000	See CIP for Detail (Backup Well moved to FY 25)
Sub-Total:	\$ 168,608	\$ 41,553	\$ 166,018	\$ 320,175	
Landscaping Services					
Professional Services					
Asset Management	\$ 14,000	\$ 4,667	\$ 14,000	\$ 24,216	Field Operations Manager
Utility Services					
Electric - Landscape Lighting	\$ 19,600	\$ -	\$ -	\$ -	In Ground Lighting and Street Lights
Potable Water - Fountains	\$ 2,400	\$ 1,192	\$ 3,575	\$ 3,700	Two (20 Fountains)
Community Entrance (Landscaping)					
Repairs & Maintenance					
Landscaping Maintenance	\$ 101,000	\$ 40,257	\$ 120,772	\$ 140,000	Turf, Hedges, groundcover, trees
Tree Trimming	\$ 15,500	\$ 2,619	\$ 18,000	\$ 25,000	Yearly Trimming of oak branches
Landscape Replacements	\$ 27,500	\$ 24,868	\$ 27,500	\$ 28,000	Yearly Replacements as needed
Mulch Installation	\$ 33,000	\$ 14,739	\$ 30,000	\$ 33,000	Two (2) times/year replacement with touchup

Flow Way Community Development District
Proposed Budget - General Fund
Fiscal Year 2025

Description	REVISED BUDGET FY 2024	Actual At 02/29/2024	Anticipated Year End 09/30/2024	Fiscal Year 2025 Budget	Notes
Annuals	\$ 50,000	\$ 22,892	\$ 60,000	\$ 60,000	Two (2) times/year consistent with Master HOA
Annual Holiday Decorations	\$ 18,000	\$ 15,300	\$ 18,000	\$ 34,000	Lighting, wreaths, etc. at bridge and entrance sign
Landscape Lighting	\$ 3,600	\$ 340	\$ 3,600	\$ 4,000	Periodic repair of decorative lighting fixtures
Landscape Monuments	\$ 9,000	\$ 1,201	\$ 7,500	\$ 10,000	Periodic Pressure Washing/Repairs
Fountains	\$ 22,500	\$ 3,466	\$ 20,000	\$ 20,000	Weekly Service and pump repairs (as needed)
Bridge & Roadway - Main Entrance	\$ 13,500	\$ 4,267	\$ 15,000	\$ 18,000	Periodic Pressure Washing of concrete and brick paver repairs
Irrigation System	\$ -	\$ 1,828	\$ 6,000	\$ 6,000	Added to Budget
Well System	\$ -	\$ -	\$ -	\$ -	Added to Budget
Fertilizations - Palms	\$ -	\$ -	\$ -	\$ 4,000	Palm Tree Fertilizer Program
Lawn - Rye Seeding	\$ -	\$ -	\$ -	\$ 5,000	Periodic Rye Seeding of Entrance Sod
Bike/Walkway - Sealcoating/Misc Repairs	\$ -	\$ -	\$ -	\$ 2,000	Miscellaneous Repairs/Sealcoating of Walkway
Miscellaneous Repairs	\$ 3,000	\$ -	\$ 3,000	\$ 6,000	Other Miscellaneous items not accounted for separately
Contingencies	\$ 23,728	\$ -	\$ 23,728	\$ 19,750	5% of Repairs and Maintenance
Capital Outlay					
Bridge (Painting)	\$ -	\$ -	\$ 18,000	\$ -	
Mounments (Painting)	\$ -	\$ -	\$ 5,000	\$ -	
Mounments (Fountains Pumps/Motor Replacement)	\$ -	\$ -	\$ -	\$ 120,000	See CIP for Detail
Landscaping	\$ 82,500	\$ 79,363	\$ 82,500	\$ -	See CIP for Detail
Lighting - Entrance Berm	\$ -	\$ -	\$ -	\$ -	See CIP for Detail
Fence Replacement - Entrance Berm	\$ -	\$ -	\$ -	\$ -	See CIP for Detail
Contingencies & CEI	\$ -	\$ -	\$ -	\$ 20,400	See CIP for Detail
Sub-Total:	\$ 438,828	\$ 216,997	\$ 476,174	\$ 583,066	
Reserves & Overall Contingencies:					
District Asset Restoration and/or Natural Disaster Funding	\$ 116,530	\$ -	\$ -	\$ 140,950	Long Term Capital Planning Tool - create a stable funding plan to offset deterioration or natural event damage for Assets
Contingencies	\$ -	\$ -	\$ -	\$ -	Moved to Departments
Debt Service					
Principal Repayment - Mandatory (Truist Loan)	\$ -	\$ -	\$ -	\$ -	Operating Loan Required to Fund Operatons
Interest Expense - Mandatory (Truist Loan)	\$ 12,200	\$ 10,182	\$ 10,182	\$ -	Interest Expense - Operating Loan
Sub-Total:	\$ 12,200	\$ 10,182	\$ 10,182	\$ -	
Other Fees and Charges					
Discounts on Early Payments	\$ 99,552	\$ -	\$ 99,552	\$ 89,747	Discout on assessments for November early payment - 4%
Total Appropriations	\$ 1,837,656	\$ 628,362	\$ 1,858,094	\$ 2,307,180	
<hr/>					
Net Increase/(Decrease) in Fund Balance			\$ 130,717	\$ 202,452	Projected 2025 is Cash Added to meet operating needs plus \$125,000 for Long Term Capital Planning
<hr/>					
Components of Fund Balance					
Beginning - Projected Ending Fund Balance	\$ 211,538	\$ 211,538	\$ 342,255	\$ 544,706	
Reserved for Operations (1st. Three Months)	N/A	N/A	N/A	\$ 403,756	Reserved for Operations (1st. Three Months)
Storm Event's/Unforseen Capital/Reserves/Future Operations	N/A	N/A	N/A	\$ 140,950	Long Term Asset Restoration/Hurricane (Est. Balance at 09/30/2025)
Total Fund Balance	\$ 211,538	N/A	\$ 342,255	\$ 544,706	

Flow Way Community Development District
Proposed Budget - General Fund
Fiscal Year 2025

Description	REVISED BUDGET FY 2024	Actual At 02/29/2024	Anticipated Year End 09/30/2024	Fiscal Year 2025 Budget	Notes
Note: Based on Total Budget for FY 2024 - Cash Required to meet Operations Requirments for the 1st three Months:					
Assessment Rate:	\$ 1,679.74			\$ 1,895.00	
CAP Rate - Adopted by Resolution 2022-6	\$ 1,679.78			\$ 1,679.78	Current Maximum Rate without sending mailed notices
CAP Rate - New Cap Rate For Fiscal 2026 on				\$ 2,274.00	New Cap Rate after Adoption of FY 2025 Budget
Total Units Subject to Assessment: (Includes Hatcher)	1184			1184	

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

April 8, 2024

To: Board of Supervisors

From: James P. Ward
District Manager

Subject: Audit Proposals

Attached is a set of the following for the selection of the auditor for Item 6 on the Agenda.

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

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

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

Flow Way Community Development District

Analysis of Auditor Proposals

Firm Names:

Grau Berger

1. Mandatory Elements

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

	Y	Y				
--	---	---	--	--	--	--

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

	Y	Y				
--	---	---	--	--	--	--

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

	Y	Y				
--	---	---	--	--	--	--

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

	Y	Y				
--	---	---	--	--	--	--

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

	Y	Y				
--	---	---	--	--	--	--

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

2. Technical Qualifications:

Point Range

a. Expertise and Experience

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

	1-5	5	5			
--	-----	---	---	--	--	--

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

	1-5	5	4			
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(3)The firm provides information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years, as well as, an explanation of all pending litigation (including all accounts of Federal indictments

	1-5	5	5			
--	-----	---	---	--	--	--

b. Audit Approach

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

	1-5	5	4			
--	-----	---	---	--	--	--

(2) Adequacy of sampling techniques

	1-5	5	5			
--	-----	---	---	--	--	--

(3) Adequacy of analytical procedures

	1-5	5	5			
--	-----	---	---	--	--	--

**Sub-Total: Technical
Total Points: Technical**

	30	28				
	30	28				

3. Price:

	1-5	5	4			
	2024	5200	5275			
	2025	5300	5275			
	2026	5400	5550			
	2027	5500	5725			
	2028	5600	5725			
	Total Points: Price	27000	27550			

Total Points: Technical/Price:

	35	Page 1	32			
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**Flow Way Community Development District
Audit Fee Proposals**

Firm	2024	2025	2026	2027	2028	Total
Grau and Associates	\$ 5,200.00	\$ 5,300.00	\$ 5,400.00	\$ 5,500.00	\$ 5,600.00	\$ 27,000.00
Berger Toombs	\$ 5,275.00	\$ 5,275.00	\$ 5,550.00	\$ 5,725.00	\$ 5,725.00	\$ 27,550.00

**FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL AUDITING SERVICES**

February 18, 2024

Prepared by:

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

***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, 2024**, and in the sole and absolute discretion of the District for each fiscal year thereafter through **September 30, 2028**.

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

Sealed technical and dollar cost proposals will be received by the District Manager's office until **12:00 p.m., on Monday, March 18, 2024**, located at **2301 Northeast 37th Street, Fort Lauderdale, Florida 33308**. Proposals received after this time will be returned unopened.

The Proposer shall submit a sealed and clearly marked envelope that includes both a thumb drive containing a pdf Proposal 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 **12:00 p.m., on Monday, March 18, 2024**.

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

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

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

B. General Information

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

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

C. Subcontracting

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

D. Insurance Requirements

Worker’s Compensation – Statutory Limits of Florida Statutes.

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

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

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

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

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

II. NATURE OF SERVICES REQUIRED

A. Scope of Work to be Performed

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

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

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

B. Auditing Standards to be followed

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

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

C. Reports to be Issued

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

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

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

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

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

D. Special Considerations

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

E. Working Paper Retention and Access to Working Papers

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

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

The electronic copy shall be in Microsoft Word or Excel.

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

III. DESCRIPTION OF THE GOVERNMENT

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

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

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

C. Budgetary Basis of Accounting

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

D. Pension Plans - NONE

E. Blended Component Units - NONE

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

F. Joint Ventures - NONE

IV. TIME REQUIREMENTS

A. Date Audit May Commence

The District will have all records ready for audit for by October 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 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308**

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

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

B. Information Solutions (IS) Assistance

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

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

Statement or Schedule

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

D. Auditor Work Location

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

E. Report Preparation

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

VI. PROPOSAL REQUIREMENTS

A. Technical and Dollar Cost Proposal

1. General Requirements

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

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

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

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

2. Independence

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

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

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

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

3. License to Practice in Florida

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

4. Firm Qualifications and Experience

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

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

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

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

5. Partner, Supervisory and Staff Qualifications and Experience

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

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

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

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

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

6. Prior Engagements with the District

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

7. Similar Engagements With Other Government Entities

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

8. Specific Audit Approach

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

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

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

9. Identification of Anticipated Potential Audit Problems

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

10. Report Format

The proposal should include sample formats for required reports.

B. Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

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

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

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

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

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

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

5. Manner of Payment

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

VII. EVALUATION PROCEDURES

A. Review of Proposals

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

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

B. Evaluation Criteria

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

1. Mandatory Elements

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

2. Technical Qualifications:

a. Expertise and Experience

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

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

b. Audit Approach

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

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

3. Price:

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

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

C. Oral Presentations

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

D. Right to Reject Proposals

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

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

APPENDIX A

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

AUDITED FINANCIAL STATEMENTS

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

Fiscal Year 2024	_____
Fiscal Year 2025	_____
Fiscal Year 2026	_____
Fiscal Year 2027	_____
Fiscal Year 2028	_____
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 _____, 2024 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, 2024 and for each fiscal year thereafter through September 30, 2028.

WITNESSETH:

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

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

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

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

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

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

SECTION 1. SCOPE OF AUDIT

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

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

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

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

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

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

SECTION 2. TERM

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

2.2 The DISTRICT'S fiscal year is from October 1 through September 30. The audit field work should be substantially completed no later than November 30th of each fiscal year and the financial statements and the final signed report delivered to the DISTRICT by January 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
2301 Northeast 37th Street
Fort Lauderdale, Florida 33308
Attention: James P. Ward, District Manager

With a Copy to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, FL 33301
Attention: Michael J. Pawelczyk, Esq., 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 _____, 2024; and _____ authorized to execute same, through its _____.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

By: _____
Name: _____
Chairperson / Vice Chairperson

James P. Ward, Secretary

____ day of _____, 2024

WITNESS:

AUDITOR

Print Name

By: _____
Print Name: _____
Title: _____
____ day of _____, 2024

Print Name



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

FLOW WAY

COMMUNITY DEVELOPMENT DISTRICT

Proposal Due: March 18, 2024
12:00PM

Submitted to:

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

Submitted by:

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

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

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

March 18, 2024

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

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

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

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

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

Servicing your Individual Needs

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

Developing Relationships

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

Maintaining an Impeccable Reputation

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

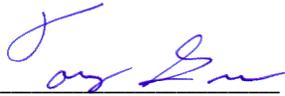
Complying With Standards

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

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

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

Very truly yours,
Grau & Associates



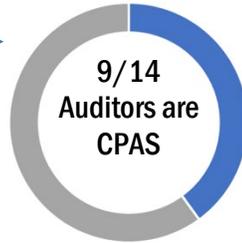
Antonio J. Grau

Grau's Focus and Experience

Our Team



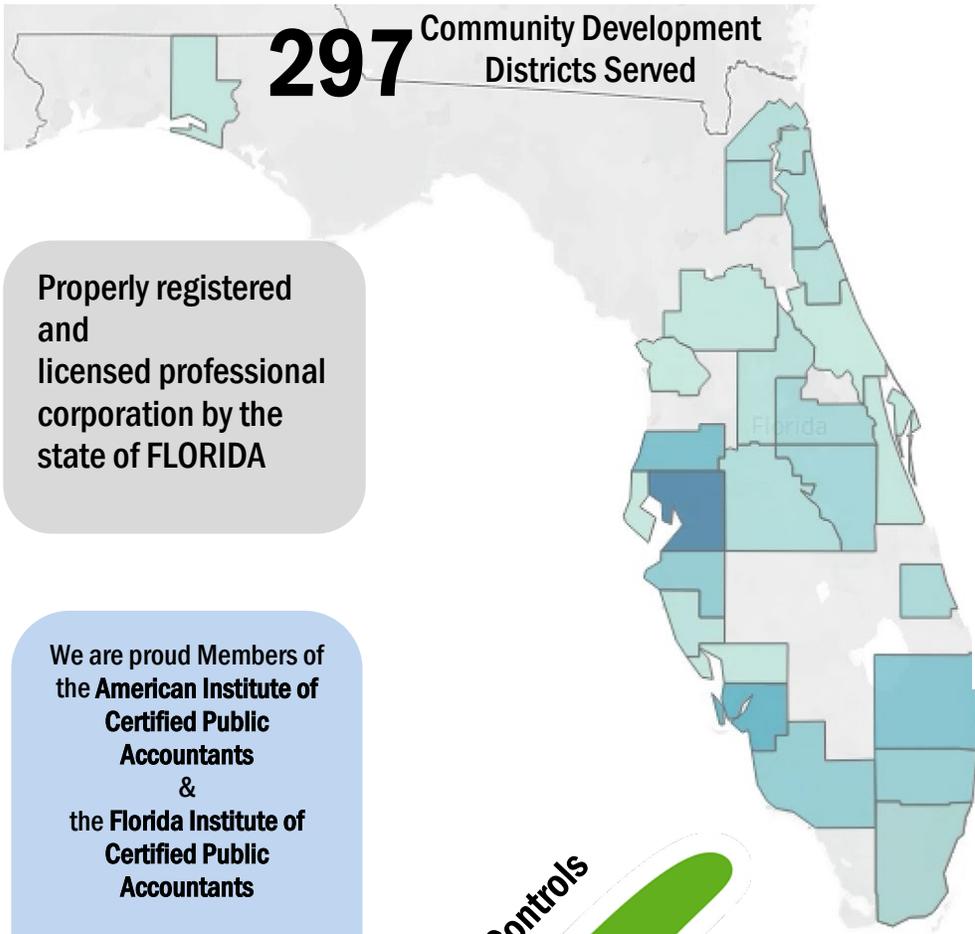
3 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

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



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



AICPA | FICPA | GFOA | FASD | FGFOA

Independence

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

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

License to Practice in Florida

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

Firm Qualifications and Experience

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

Office Location & Staff

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

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

Results of State and Federal Reviews

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

Disciplinary Action

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

Litigation Status

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

Most Recent External Peer Review

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



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

March 17, 2023

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

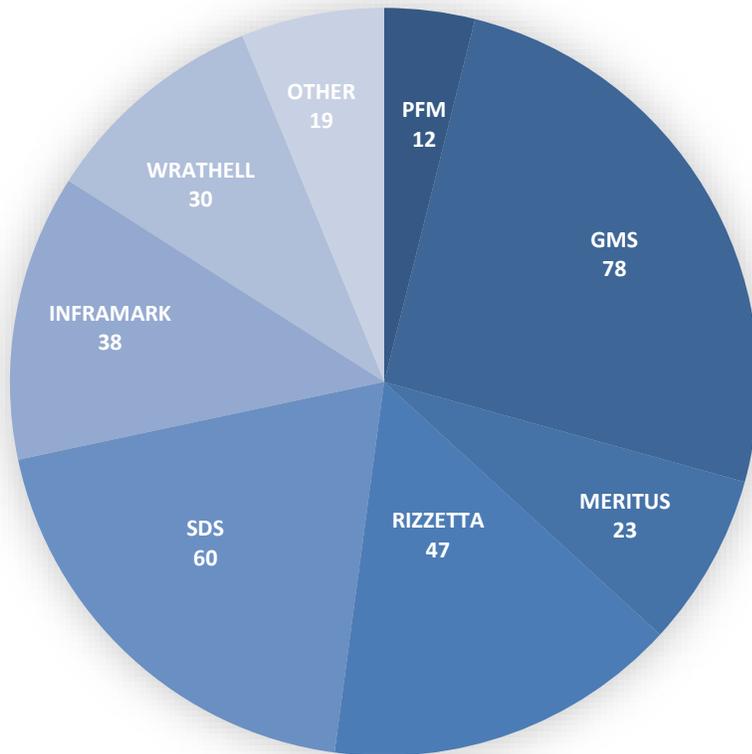
Review Number: 594791

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

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

Partner, Supervisory and Staff Qualifications and Experience

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

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

David Caplivski, CPA (Partner)

*Years Performing Audits: 14+
CPE (last 3 years): Government Accounting, Auditing: 24 hours; Accounting, Auditing and Other: 64 hours
Professional Memberships: AICPA, FICPA, FGFOA, FASD*

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

- Tony Grau

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

- David Caplivski



Antonio 'Tony' J. Grau, CPA Partner

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

Experience

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

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

Education

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

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District
Dunes Community Development District
Fishhawk Community Development District (I, II, IV)
Grand Bay at Doral Community Development District
Heritage Harbor North Community Development District

St. Lucie West Services District
Ave Maria Stewardship Community District
Rivers Edge II Community Development District
Bartram Park Community Development District
Bay Laurel Center Community Development District

Boca Raton Airport Authority
Greater Naples Fire Rescue District
Key Largo Wastewater Treatment District
Lake Worth Drainage District
South Indian River Water Control

Professional Associations/Memberships

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

Professional Education (over the last three years)

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



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

Experience

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

Education

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

Certifications and Certificates

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

Clients Served (partial list)

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

Professional Education (over the last three years)

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

Professional Associations

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

Prior Engagements with the District

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

Similar Engagements with other Government Entities

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

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Total Hours	56
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
Total Hours	36
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
Total Hours	20
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach

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

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

A. Proposed segmentation of the engagement

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



Phase I - Preliminary Planning

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

During this phase we will perform the following activities:

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

Phase II - Execution of Audit Plan

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

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

Phase III - Completion and Delivery

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

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

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

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

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

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

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

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

- Is the recommendation cost effective?
- Is the recommendation the simplest to effectuate in order to correct a problem?
- Is the recommendation at the heart of the problem and not just correcting a symptomatic matter?
- Is the corrective action taking into account why the deficiency occurred?

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

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We typically begin our audit process with an entrance conference before the onsite fieldwork begins. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis. Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal. We strive to continue to keep an open line of communication through the fieldwork and ending with an exit conference.

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

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

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

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

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

D. Extent of use of EDP software in the engagement

Automated Workpapers

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

Communications

Our clients are able to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability.

This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Accounting Research

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

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

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

Audit Planning

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

Fieldwork

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

Overall Review

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

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

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

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

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

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

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

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

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

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

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

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

Identification of Anticipated Potential Audit Problems

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

Report Format

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund, of XXX Community Development District, XXX County, Florida ("District") as of and for the fiscal year ended September 30, 20xx, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 20xx, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

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

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) is not a required part of the basic financial statements. The information for compliance with FL Statute 218.39 (3) (c) has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

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

XXXX, 20xx

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

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

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

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

XXXX, 20xx

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

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

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

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

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

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

XXXX, 20xx

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

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

Report on the Financial Statements

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

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

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

Purpose of this Letter

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

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

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

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

XXXX, 20xx

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

Not applicable

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

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

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

Not applicable. First year Audit.

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

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

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

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

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

Cost of Services

Grau & Associates - Total All-Inclusive Maximum Price

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

<u>Year Ended September 30,</u>	<u>Fee</u>
2024	\$5,200
2025	\$5,300
2026	\$5,400
2027	\$5,500
2028	<u>\$5,600</u>
TOTAL (2024-2028)	<u>\$27,000</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.

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

Supplemental Information

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓	✓	9/30
Captain's Key Dependent District	✓		✓	9/30
Central Broward Water Control District	✓		✓	9/30
Collier Mosquito Control District	✓		✓	9/30
Coquina Water Control District	✓		✓	9/30
East Central Regional Wastewater Treatment Facility	✓			9/30
Florida Green Finance Authority	✓			9/30
Greater Boca Raton Beach and Park District	✓		✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓	✓	9/30
Green Corridor P.A.C.E. District	✓		✓	9/30
Hobe-St. Lucie Conservancy District	✓		✓	9/30
Indian River Mosquito Control District	✓			9/30
Indian Trail Improvement District	✓		✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	9/30
Lake Padgett Estates Independent District	✓		✓	9/30
Lake Worth Drainage District	✓		✓	9/30
Lealman Special Fire Control District	✓		✓	9/30
Loxahatchee Groves Water Control District	✓			9/30
Old Plantation Control District	✓		✓	9/30
Pal Mar Water Control District	✓		✓	9/30
Pinellas Park Water Management District	✓		✓	9/30
Pine Tree Water Control District (Broward)	✓		✓	9/30
Pinetree Water Control District (Wellington)	✓			9/30
Ranger Drainage District	✓	✓	✓	9/30
Renaissance Improvement District	✓		✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓		✓	9/30
Sanibel Fire and Rescue District	✓		✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓		✓	9/30
South-Dade Venture Development District	✓		✓	9/30
South Indian River Water Control District	✓	✓	✓	9/30
South Trail Fire Protection & Rescue District	✓		✓	9/30
Spring Lake Improvement District	✓		✓	9/30
St. Lucie West Services District	✓		✓	9/30
Sunshine Water Control District	✓		✓	9/30
West Villages Improvement District	✓		✓	9/30
Various Community Development Districts (297)	✓		✓	9/30
TOTAL	333	5	328	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

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

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

ARBITRAGE

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

73 Current
Arbitrage
Calculations

We look forward to providing 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
PROPOSAL FOR AUDIT SERVICES**

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

March 18, 2024

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Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

March 18, 2024

Flow Way Community Development District
JP Ward & Associates, LLC
2301 Northeast 37th Street
Fort Lauderdale, FL 33308

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Flow Way Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Flow Way Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.

Fort Pierce / Stuart

Member AICPA

- 1 -
Member AICPA Division for CPA Firms
Private Companies practice Section

Member FICPA

Flow Way Community Development District
March 18, 2024

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Flow Way Community Development District.

Very truly yours,



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	<u>5</u>
Total – all personnel	35

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Flow Way Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

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

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

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

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development
District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District
Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Clearwater Cay Community Development
District
Cal Teague, Premier District Management
(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community
Development District

Vizcaya in Kendall
Development District

TSR Community Development
District

Waterset North Community
Development District

Turnbull Creek Community
Development District

Westside Community Development
District

Twin Creeks North Community
Development District

WildBlue Community Development
District

Urban Orlando Community
Development District

Willow Creek Community
Development District

Verano #2 Community
Development District

Willow Hammock Community
Development District

Viera East Community
Development District

Winston Trails Community
Development District

VillaMar Community
Development District

Zephyr Ridge Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida
Early Learning Coalition, Inc.
Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$5,275 for the years ended September 30, 2024 and 2025, \$5,550 for the year ended September 30, 2026, and \$5,725 for the years ended September 30, 2027 and 2028. The fee is contingent upon the financial records and accounting systems of Flow Way Community Development District being “audit ready” and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Flow Way Community Development District as of September 30, 2023, 2024, 2025, 2026, 2027, and 2028. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 44 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Director – 36 years experience

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharoes (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Director – 13 years total experience

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience
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David F. Haughton, CPA
Accounting and Audit Manager – 33 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General’s Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:
St. Lucie County

Municipalities:
City of Fort Pierce
City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience
--

David F. Haughton, CPA (Continued)
Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

- Bluewaters Community Development District
- Country Club of Mount Dora Community Development District
- Fiddler's Creek Community Development District #1 and #2
- Indigo Community Development District
- North Springs Improvement District
- Renaissance Commons Community Development District
- St. Lucie West Services District
- Stoneybrook Community Development District
- Summerville Community Development District
- Terracina Community Development District
- Thousand Oaks Community Development District
- Tree Island Estates Community Development District
- Valencia Acres Community Development District

Non-Profits:

- The Dunbar Center, Inc.
- Hibiscus Children's Foundation, Inc.
- Hope Rural School, Inc.
- Maritime and Yachting Museum of Florida, Inc.
- Tykes and Teens, Inc.
- United Way of Martin County, Inc.
- Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience

Paul Daly

Staff Accountant – 11 years

Education

- ◆ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Melissa Marlin, CPA

Senior Staff Accountant – 9 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Bryan Snyder

Staff Accountant – 8 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Maritza Stonebraker, CPA

Senior Accountant – 7 years

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ◆ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA

Senior Staff Accountant – 9 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Sean Stanton, CPA

Staff Accountant – 5 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Tifanee Terrell

Staff Accountant – 3 years

Education

- ◆ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Terrell is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Dylan Dixon

Staff Accountant – 1 year

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Brennen Moore

Staff Accountant

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Jordan Wood

Staff Accountant – 1 year

Education

- ◆ Indian River State College, A.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ◆ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience

Katie Gifford

Staff Accountant

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Rayna Zicari

Staff Accountant

Education

- ◆ Stetson University, B.B.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Zicari is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of November 30, 2022
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)



**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, 2024** and in the sole and absolute discretion of the District for each fiscal year thereafter through **September 30, 2028**.

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

Sealed technical and dollar cost proposals will be received by the District Manager's office until **12:00 p.m., on Monday March 18, 2024, located at 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308**. Proposals received after this time will be returned unopened.

The Proposer shall submit a sealed and clearly marked envelope that includes both a pdf file along with seven (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 **12:00 p.m., on Monday, March 18, 2024**.

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

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

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

B. General Information

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

It is anticipated the selection of a firm will be completed no later than September 2023. Following the notification of the selected firm, it is expected a contract will be executed by the end of September 2023.

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 financial 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 2301 Northeast 37th Street, Fort Lauderdale, Florida 33308.

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

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

B. Information Solutions (IS) Assistance

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

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

Statement or Schedule

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

D. Auditor Work Location

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

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

VI. PROPOSAL REQUIREMENTS

A. Technical and Dollar Cost Proposal

1. General Requirements

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

The Technical and Dollar Cost Proposal should address all the points outlined in the request for proposal. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals.

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

2. Independence

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

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

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

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

3. License to Practice in Florida

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

4. Firm Qualifications and Experience

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

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

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations, as well as, an explanation of all pending litigation against governmental entities, including all accounts of Federal indictments for any civil or criminal matters for which the firm has been charged. The firm shall also provide information as to any and all litigation or arbitration in Florida within the last three (3) years, in which the firm is or was a Defendant.

5. Partner, Supervisory and Staff Qualifications and Experience

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

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

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

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

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

6. Prior Engagements with the District

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

7. Similar Engagements With Other Government Entities

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

8. Specific Audit Approach

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

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

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement

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

9. Identification of Anticipated Potential Audit Problems

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

10. Report Format

The proposal should include sample formats for required reports.

B. Dollar Cost Proposal

1. Total All-Inclusive Maximum Price

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

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

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

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

2. 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.

3. 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 2024	<u>\$5,275</u>
Fiscal Year 2025	<u>\$5,275</u>
Fiscal Year 2026	<u>\$5,550</u>
Fiscal Year 2027	<u>\$5,725</u>
Fiscal Year 2028	<u>\$5,725</u>
TOTAL ALL YEARS	<u>\$27,550</u>

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: January 19, 2024

RE: Required Ethics Training and Financial Disclosure

Ethics Training

This memorandum serves as a reminder that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws.

Deadlines & Recordkeeping

The deadline to complete training for this calendar year is December 31, 2024. There is no requirement to submit proof that you have completed the training. However, the Florida Commission on Ethics recommends that Supervisors maintain a record of all completed trainings, including the date and time of completion. This documentation may be useful if Supervisors are ever required to provide evidence of training completion. The training is a calendar year requirement and corresponds to the form year. Therefore, Supervisors will report their 2024 training when filling out their Form 1 for the 2025 year.

Links to Online Training

[Public Meetings and Public Records Law \(2-Hour Audio Presentation\)](#). This presentation is audio only and is offered by the Office of the Attorney General. This presentation covers public records and Florida public records law. The presentation can be accessed for free. Completing this presentation will satisfy 2 of the 4 hours of required ethics training.

[State Ethics Laws for Constitutional Officers & Elected Municipal Officers](#). This training is presented by the Florida Commission on Ethics. The training is an overview of Florida's Ethics Code (Part III, Chapter 112, and Article II, Section 8, Florida Constitution) geared toward Constitutional Officers and Elected Municipal Officers. Topics covered include gifts, voting conflict, misuse of office, prohibited business relationships, conflicting employment relationships, revolving door, and Amendment 12. This presentation can be accessed for free. Completing this training will satisfy 2 of the 4 hours of required ethics training.

[State-Mandated Continuing Education in Ethics](#). This class is presented by the Florida League of Cities. The class covers Chapter 112 of Florida’s Ethics Code (2 Hours) and Florida Public Records and Public Meetings Law (2 Hours). To take this class, you must register for it, however there is no registration fee. Completing this class will meet your ethics training requirement.

[“4-Hour Ethics Course”](#). The “4-Hour Ethics Course” is available online and presented by the Florida Institute of Government. There are three sessions. Session 1 covers Florida’s Public Records Laws (1 hour), session 2 covers Florida Government in the Sunshine Law (1 hour), and session 3 covers Florida’s Ethics Laws (2 hours). The registration fee is \$79. Completing this entire course will meet your ethics training requirement.

[Sunshine Law, Public Records and Ethics for Public Officers and Public Employees 2023](#). This seminar is offered by the Florida Bar. This seminar covers sunshine law and public records; true stories of excess corruption in the ethics world; navigating Florida public records law, privacy, ethics and social media; complaints, misuse, anti-nepotism and voting; ethics during and after public service: conflicting contractual relationships & revolving door restrictions; gifts bribes, honoraria, and expenditures. The cost for this seminar is \$280. Completing this entire seminar will meet your ethics training requirement. Those Supervisors or Officers who are members of the Florida Bar may wish to purchase this option as Continuing Legal Education Credits can be earned.

We will notify you directly or through the District Manager’s office if and when other training opportunities become available.

Form 1 or Form 6

Section 8, Article II of the Florida Constitution requires constitutional officers and certain elected public officials to file a Form 6. In the last session, the legislature expanded the requirements to include *elected members of municipalities*. Independent special district officials remain exempt from the requirement to file a Form 6. Elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts (including community development districts) are required to file Form 1.

For this year’s filing requirement, a completed Form 1 must be submitted prior to July 1, 2024 using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via the link at [Login - Electronic Financial Disclosure Management System \(floridaethics.gov\)](https://floridaethics.gov). You will no longer be able to file your completed Form 1 through your local Supervisor of Elections office.

If you have any questions or need additional information about ethics training requirements or financial disclosure, please do not hesitate to contact our office.

This instrument prepared by:

Michael J. Pawelczyk, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 E. Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301

[Space Above This Line for Recording Data]

DRAINAGE, DETENTION, FLOWAGE, AND IRRIGATION EASEMENT

THIS DRAINAGE, DETENTION, FLOWAGE, AND IRRIGATION EASEMENT (“Easement”) is made this ___ day of _____, 2024 by **ESPLANADE GOLF & COUNTRY CLUB OF NAPLES, INC.**, a Florida not-for-profit corporation, with an address of 8910 Torre Vista Lane, Naples, Florida 34119 (the “Grantor”), to **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, with an address of c/o JP Ward & Associates, LLC, 2301 NE 37th Street, Fort Lauderdale, Florida 33308 (the “Grantee”).

WITNESSETH:

Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement on, over, under, and across that certain real property located in Collier County, Florida, which is owned by Grantor and is more particularly described in **Exhibit “A”** attached hereto and made a part hereof (the “Easement Area”), solely for the purposes of: (a) stormwater drainage, detention, retention, and flowage, including the constructing and reconstructing, installing, repairing, replacing, operating and maintaining of lakes, water bodies, and all stormwater management and drainage facilities, structures, and improvements therein, including, but not limited to, stormwater lines, pipes, swales, inlets, lake banks, and retention areas; (b) irrigation, including irrigation recharging and withdrawal, the constructing and reconstructing, installing, repairing, replacing, operating and maintaining of irrigation pumps, irrigation wells, pipes, heads, and all other appurtenant irrigation facilities and equipment associated therewith; (c) landscaping, including the constructing and reconstructing, installing, repairing, replacing, operating and maintaining of landscaping improvements and external preserves, including, but not limited to, trees, bushes, flowers, sod, ground cover, and appurtenant improvements; (d) entrance monuments and fountains, hardscaping, signage, lighting, electrical, and appurtenant improvements and facilities, including the constructing and reconstructing, installing, repairing, replacing, operating and maintaining of the same; as all such improvements and facilities are or may be located upon or within that certain Easement Area, together with an easement for access, ingress and egress over, in, upon, and across the Easement Area as may be reasonably necessary to effectively utilize the easement rights granted herein. Any and all activities undertaken by Grantee and related to this Easement shall be at the sole cost and expense of Grantee.

As material consideration for Grantor’s granting of this Easement, Grantee hereby agrees for itself and its successors and assigns: (i) any use of or related to the Easement by Grantee and/or Grantee’s successors, assigns, employees, or agents (collectively, the “Grantee Parties”) shall at all

times be in accordance with all laws, codes, ordinances, permits, licenses, restrictions, and regulations applicable to the Easement Area and/or Grantee from time to time, and Grantee shall not allow liens to attach to the Easement Area or any other portion of Grantor's real property as a result of the acts or omissions of any Grantee Party; (ii) Grantee shall at its sole cost and expense promptly repair, replace, and/or restore (as may be applicable), to its preexisting condition, any damage to or destruction of any real or personal property caused by any Grantee Party which arises from or is otherwise related to this Easement and/or the activities of Grantee contemplated hereunder; (iii) Grantee's use of the Easement shall at all times be conducted in a diligent and commercially-reasonable manner, and in no event shall such use overburden any portion of the Easement Area so as to prevent or materially burden or restrict the use or enjoyment thereof by Grantor and other third parties; (iv) Grantee shall at all times keep and maintain in full force and effect a broad-form auto and commercial general liability insurance policy, with per-occurrence limits of not less than Two Million Dollars (\$2,000,000), covering property damage and/or bodily injury, naming Grantor as an additional, non-contributory insured; and (v) Grantee, to the extent permitted by Florida law and in an amount not to exceed the monetary limits on liability as set forth in Section 768.28, Florida Statutes, shall and hereby agrees to indemnify, defend (with counsel acceptable to Grantor, as such statute may be amended from time to time, and hold Grantor and Grantor's members, employees, agents, successors, and assigns (collectively, the "**Grantor Parties**") harmless from and against any and all claims, demands, causes of action, damages, costs and expenses (including, without limitation, attorneys' fees and costs), and other liabilities sustained by any Grantor Party and which arise from or otherwise relate to the Grantee Parties' use of this Easement and/or the activities contemplated hereunder. The provisions and limitations of Section 768.28, Florida Statutes, as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

Notwithstanding anything contained herein to the contrary, subsequent to the execution of this Easement, except where emergency action is necessary to prevent damage to persons or property, in no event shall Grantee or its employees or agents construct, reconstruct, install, place, improve or otherwise modify the above-ground aesthetic elements of the Grantee-owned and maintained entry fountain structures and bridge improvements within the Easement Area without the prior written approval of the Grantor, which approval shall be deemed given by Grantor after the expiration of thirty (30) days from the date of a written request by Grantor to Grantee, mailed to the then-current address of the Grantor as reflected in the online records of the Florida Secretary of State, Division of Corporations. All rights, benefits and burdens created by this Easement shall run with title to the Easement Area and shall be binding upon Grantor and its successors and assigns.

Grantor warrants that it is lawfully seized in fee simple of the land defined herein as the Easement Area upon which this Easement is situated and it has good and lawful authority to convey this Easement.

Signatures appear on the following page.

IN WITNESS WHEREOF, Grantor and Grantee have hereto set their hands and seals the day and year first above written.

Witnesses:

GRANTOR:
ESPLANADE GOLF & COUNTRY CLUB OF NAPLES, INC., a Florida not-for-profit corporation

Print Name: _____

Address: _____

Print Name: _____

Address: _____

By: _____

Print name: _____

Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, President of Esplanade Golf & Country Club of Naples, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

Notary Stamp/Seal: _____

Signatures continue on the following page.

Witnesses:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

GRANTEE:

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

By: _____

Print name: _____

Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by _____, as _____ of Flow Way Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of said entity, who is personally known to me or who has produced _____ as identification.

Notary Public – State of Florida

Notary Stamp/Seal: _____

EXHIBIT "A"
Easement Area

Tract L30 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 2, as recorded in Plat Book 55, Page 45 in the Public Records of Collier County, Florida, LESS ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES , as recorded in Plat Book 57, Page 64 in the Public Records of Collier County, Florida (Parcel No. 31346500408); and

Tract R of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 2, as recorded in Plat Book 55, Page 45 in the Public Records of Collier County, Florida, LESS ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES BLOCKS "E" AND "G2", as recorded in Plat Book 57, Page 60 in the Public Records of Collier County, Florida, LESS ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES BENVENUTO COURT REPLAT, as recorded in Plat Book 62, Page 31 (Parcel No. 31346500741); and

Tracts L11 and L12 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, as recorded in Plat Book 57, Page 64 in the Public Records of Collier County, Florida (Parcel No. 31347550046); and

Tracts R1, R2, R3, and R4 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, as recorded in Plat Book 57, Page 64 in the Public Records of Collier County, Florida (Parcel Nos. 31347511988, 31347512000, 31347512026, 31347512042); and

Tract O1 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, as recorded in Plat Book 57, Page 64 in the Public Records of Collier County, Florida, LESS ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES DILILLO PARCEL, as recorded in Plat Book 61, Page 73 in the Public Records of Collier County, Florida, LESS

ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES HATCHER PARCEL, as recorded in Plat Book 68, Page 61 in the Public Records of Collier County, Florida (Parcel No. 31347511603); and

Tract O12 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, as recorded in Plat Book 57, Page 64 in the Public Records of Collier County, Florida (Parcel No. 31347511784); and

Tract F1 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, as recorded in Plat Book 57, Page 64 in the Public Records of Collier County, Florida, LESS ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 2, as recorded in Plat Book 55, Page 45 in the Public Records of Collier County, Florida, LESS ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES BLOCKS "E" AND "G2", as recorded in Plat Book 57, Page 60 in the Public Records of Collier County, Florida, LESS ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3 BLOCKS "K1", "K2" AND "H3", as recorded in Plat Book 62, Page 64 in the Public Records of Collier County, Florida, LESS ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 4 PARCEL "L", as recorded in Plat Book 63, Page 3 in the Public Records of Collier County, Florida, LESS that portion NKA COACH HOMES I ON MONTELANICO AT ESPLANADE CONDO, as described in Official Records Book 5513, Page 1052 (PH 13), LESS Official Records Book 5526, Page 3661 (Ph 16), LESS Official Records Book 5526, Page 3670 (Ph 14 & 17), LESS Official Records Book 5571, Page 1038 (Ph 15), LESS Official Records Book 5572, Page 601 (Ph 18), LESS Official Records Book 5668, Page 2261 (Ph C1 & C2) (Parcel No. 31347500067); and

Tract S of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, as recorded in Plat Book 57, Page 64 in the Public Records of Collier County, Florida (Parcel No. 31347512068); and

Tracts L16 and L17 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES BLOCKS "D", "F" AND "H", as recorded in Plat Book 59, Page 31 in the Public Records of Collier County, Florida (Parcel No. 31347556626); and

Tract R of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES BENVENUTO COURT REPLAT, as recorded in Plat Book 62, Page 31 in the Public Records of Collier County, Florida (Parcel No. 31347552743); and

Tract R of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES BLOCKS "D", "F" AND "H", as recorded in Plat Book 59, Page 31 in the Public Records of Collier County, Florida, LESS ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES BENVENUTO COURT REPLAT, as recorded in Plat Book 62, Page 31 in the Public Records of Collier County, Florida (Parcel No. 31347556985); and

Tracts R and R-1 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES BLOCKS "E" AND "G2", as recorded in Plat Book 57, Page 60 in the Public Records of Collier County, Florida (Parcel Nos. 31347550127, 31347550143); and

Tracts R and R1 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES DILILLO PARCEL, as recorded in Plat Book 61, Page 73 in the Public Records of Collier County, Florida (Parcel Nos. 31347562144, 31347562160); and

Tract R of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES HATCHER PARCEL, as recorded in Plat Book 68, Page 61 in the Public Records of Collier County, Florida (Parcel No. 31347520128); and

Tract R of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3 BLOCKS "K1", "K2" AND "H3", as recorded in Plat Book 62, Page 64 in the Public Records of Collier County, Florida (Parcel No. 31347700430); and

Tract R1 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3 BLOCKS "K1", "K2" AND "H3", as recorded in Plat Book 62, Page 64 in the Public Records of Collier County, Florida LESS ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 5 PARCELS "I", "J", "K1", "K2", "K3" AND "K4", as recorded in Plat Book 66, Page 3 in the Public Records of Collier County, Florida (Parcel No. 31347700443); and

Tract R of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 4 PARCEL "L", as recorded in Plat Book 63, Page 3 in the Public Records of Collier County, Florida (Parcel No. 31347530066); and

Tract R1, R2, R3, and R4 of ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 5 PARCELS "I", "J", "K1", "K2", "K3" AND "K4", as recorded in Plat Book 66, Page 3 in the Public Records of Collier County, Florida (Parcel Nos. 31347540742, 31347540768, 31347540784, 31347540807).

COST SHARING AND MAINTENANCE AGREEMENT

THIS COST SHARING AND MAINTENANCE AGREEMENT (this "Agreement") is made and entered as of this **1st day of March, 2024** (the "Effective Date"), by and between **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the **Collier County, Florida**, and whose mailing address is 2301 Northeast 37 Street, Fort Lauderdale, FL 333085 (the "District"); and **ESPLANADE GOLF & COUNTRY CLUB OF NAPLES, INC., a Florida not-for-profit corporation**, whose address is 8910 Torre Vista Lane, Naples, Florida 34119, and its successors and assigns (the "HOA").

RECITALS

WHEREAS, the District and the HOA are co-permittees on or have mutual interests with respect to the Permits, as later defined herein, related to the overall Stormwater Management System, including but not limited to the permitting requirements for the External Preserves pursuant to said Permits; and

WHEREAS, it has come to the parties' attention that certain requirements of the SFWMD Permits related to reporting and filing have not been completed; and

WHEREAS, the District and the HOA desire to cost share on an equal basis (50% HOA and 50% District), the actual, verifiable costs to bring and thereafter maintain the External Preserves into compliance with the requirements of both the SFWMD Permit(s) and the Army Corps of Engineer's Permit (collectively, the "Permits"), which requirements are essentially the same (the "Project"), which remedial and ongoing work shall be performed by the District as provided hereunder; and

WHEREAS, the parties desire for the District to undertake the required activities and reporting to bring the Project into and thereafter maintain compliance with the terms and conditions of the Permits, and the HOA recognizes that, in the District's discharging of said duties and responsibilities, certain benefits will accrue to the HOA's benefit within the District; and

WHEREAS, the cost sharing for the Project includes certain costs for legal expenses of Nason Yeager Gerson Harris & Fumero, P.A. ("Special Counsel") that have been agreed to in advance by the Chairperson of the District or the District Manager and the President of the HOA, environmental engineering for bidding, inspection and reporting to SFWMD and the Army Corps of Engineers, and expenses associated with the contractor who is authorized to complete work needed to bring the External Preserves into compliance with the requirements of the Permits, which Permits are more particularly described in Exhibit A, attached hereto and made a part hereof, all in accordance with and subject to the annual Project budget (the "Project Budget"), the initial Project Budget is \$256,000.00 for Fiscal Year 2024 (ending September 30, 2024); and

WHEREAS, the District will establish a Project Budget in the total amount of \$256,000 or less for each Fiscal Year of the District, which Project Budget shall be available to the HOA for review and for approval if said Project Budget exceeds \$256,000; and

WHEREAS, the District, as a Florida community development district, is subject to the requirements of Florida's Public Records Act and Open Government (Sunshine) Laws, and as such will make records and documents that arise out of or pertain to the subject matter of this Agreement available to the HOA upon request in accordance with Florida law; and

COST SHARING AND MAINTENANCE AGREEMENT

WHEREAS, the HOA and the District agree and acknowledge that this Agreement shall be binding upon both parties and that the Agreement is in the best interests of the residents and property owners within the boundaries of the District and within the jurisdictional limits of the HOA;

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

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

2. During the Term, the District and the HOA hereby authorize District staff, the District Engineer, District Manager, District Counsel, Special Counsel retained for this matter, Environmental Engineer's, Contractor's and other consultants/vendors, herein ("Project Staff") to proceed with the work for the Project which is required or commercially-reasonable to satisfy the applicable requirements, terms, and conditions of the Permits. The District shall be responsible to proceed diligently and in a commercially-reasonable manner with all work necessary to bring the subject properties into compliance under the Permits, and during the Term shall take such actions as reasonably required to repair, replace, maintain, and otherwise operate the Project in compliance with the requirements of the Permits and in accordance with the Project Budget, as the same shall be mutually agreed-upon annually during the Term among the parties.

3. The parties hereto recognize that this Project will be an on-going Project over multiple years (expected 3 to 4 years) and that the District and the HOA will have to budget and fund and the Project Budget accordingly on an annual basis in accordance with the Florida statutory requirements applicable to each for establishing and approving an annual budget. The District will establish a Project Budget each Fiscal Year of the District. The Project Budget for each Fiscal Year shall be no more than \$256,000 and will be provided advance to the HOA, which shall have ten (10) business days from transmittal of said Project Budget to review and approve or reject the Project Budget. Should the HOA fail to accept or reject the Project Budget within said ten (10) day period, the Project Budget shall be deemed approved for the upcoming fiscal Year. In addition to the foregoing, the District shall, upon reasonable request from the HOA, promptly deliver to the HOA true, correct, and complete copies of any public records concerning the Project, including, but not limited to, invoices, financial statements, agreements and amendments thereto entered into by the District concerning the Project or this Agreement.

4. During the Term, the District and the HOA agree to cost share on an equal basis (50% HOA and 50% District) with respect to the actual costs of the Project relating to work or materials required to satisfy the requirements of the Permits as set forth on the Project Budget; provided, however, any costs relating to work or materials that would exceed the applicable requirements of the Permits (or which exceed the applicable line item on the Project Budget) shall be subject to the prior written approval by the District and the HOA. The parties agree that the cost share for the Project includes all costs for legal expenses of Special Counsel that have been agreed to in advance by the Chairperson of the District or the District Manager and the President of the HOA, environmental engineering for bidding, inspection and reporting to SFWMD and the Army Corps of Engineers, and expenses associated with the contractor who is authorized by the District to complete work needed to bring the External Preserves into compliance with the requirements of the Permits. Provided the Project

COST SHARING AND MAINTENANCE AGREEMENT

Budget is not exceeded, the HOA agrees to reimburse the District with the HOA's 50% share within thirty (30) days of receipt of an invoice from the District reflecting the District's actual costs incurred related to the Project and permitted hereunder, which invoice will include the backup invoice(s) from the consultant(s)/vendor(s) retained by the District. For the avoidance of doubt, in no event shall the District's costs related to the Project hereunder be marked-up by the District (or its manager) or otherwise subject to any other fee or assessment by the District (or its manager). Further, any increases to the Project Budget shall be approved by mutual agreement of the parties in the form of an amendment to this Agreement, provided, however, that the Association shall not be required to agree to any increases in the Project Budget beyond \$256,000 (or Association's annual cost share beyond \$125,000).

5. The initial term of this Agreement shall be one (1) year commencing on the Effective Date, and shall thereafter automatically extend without further action of the parties for successive terms of one year each for as long as the Project shall continue as required by and in order to comply with the Permits or until September 30, 2028, whichever occurs sooner (as may be extended and/or terminated as set forth herein, the "Term"); provided, however, that this Agreement may be terminated upon the mutual agreement of the parties. This Agreement may also be terminated for convenience by either party, provided that such notice is furnished, in accordance with Section 6, to the other party prior to March 1st with said termination being effective on next October 1st of the same calendar year. The parties acknowledge that this termination for convenience provision has been agreed to so that in the event of such a termination, the District is able to budget and appropriate in accordance with the requirements of Section 190.008, Florida Statutes. Upon any termination hereof, all cost-sharing and other monetary obligations under this Agreement shall be paid in-full by all parties through the date of termination, and thereafter the parties shall have no further rights, duties, or responsibilities hereunder except those that may expressly survive termination hereof or which otherwise exist independently pursuant to the terms and conditions of the Permits.

6. Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: (a) when delivered in person; or (b) three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or (c) the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

To District: Flow Way Community Development District
2301 NE 37th Street
Fort Lauderdale, Florida 33308
Attn: District Manager

To HOA: Esplanade Golf & Country Club of Naples, Inc.
8910 Torre Vista Lane
Naples, Florida 34119
Attn: President

Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as

COST SHARING AND MAINTENANCE AGREEMENT

business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

7. All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and which are not inconsistent with its terms, including, but not limited to, executing all documents necessary for application and processing of the permits or governmental approvals associated with the Project.

8. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability as set forth in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only in writing which is executed by both of the parties hereto.

10. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

11. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the non-defaulting party to enforce any and all payment obligations under this Agreement (but only upon final adjudication in a court of competent jurisdiction) through the imposition and enforcement of a contractual or other lien on property owned by the defaulting party.

12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

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

14. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for purposes of any litigation arising out of this Agreement shall be exclusively in Collier County, Florida.

COST SHARING AND MAINTENANCE AGREEMENT

15. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

16. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

17. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of HOA and District, their respective heirs, executors, receivers, trustees, successors and assigns.

18. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

19. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[remainder of page intentionally blank]

COST SHARING AND MAINTENANCE AGREEMENT

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the date first above written.

Attest:

James P. Ward, Secretary

DISTRICT:

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Zack Stamp, Chairman

Date: _____, 2024

HOA:

**ESPLANADE GOLF & COUNTRY CLUB OF NAPLES, INC.,
a Florida not-for-profit corporation**

By: _____

Print name: _____
President

Date: _____, 2024

COST SHARING AND MAINTENANCE AGREEMENT

Exhibit A

Permits

1. SFWMD ERP No. 11-02031-P, as amended

USACOE Permit SAJ-2000-001926-BEM, as amended

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

**ENGINEER'S REPORT
April 2024**

**Board Meeting
April 18th, 2024**

Prepared For:

Board of Supervisors

Prepared By:



Calvin, Giordano & Associates, Inc.

A SAFEbuilt® COMPANY

CGA Project No. 21-4271
April 18th, 2024

**FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

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I. PURPOSE

The purpose of this report is to provide the Board of Supervisors with an update on 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. Current Operations
2. Capital Projects
3. Future Operations
4. Prior Board Meeting Inquiries

1. Current Operations

i. Landscaping

- Jasmines and Plumbago beds trimmed near the front entrance of the property.
- Fakahatchee grasses near the canal by the front entrance were trimmed.
- Thirteen (13) 3-gallon Dwarf Bougainvillea and ninety-five (95) 3-gallon Muhly grass were added to the berm behind the entrance fountains.
- Annuals sprayed for weeds, along Esplanade Blvd.
- The Buttonwoods on the berm behind the entrance fountain are being replaced with Viburnum.
- Starting April, the Bermuda grass will be cut weekly.



(1) Fakahatchee grass near front entrance.



(2) Main entrance landscape (Fakahatchee grass view from Immokalee Road).

ii. Lake Maintenance

- Lakes 1-6, 5a, 5b, 8, 9, 11-13, 18-24, 26, 27 treated for shoreline weeds. Targets plants include cattails, primrose, sedge, torpedo grass, and vines. The flow way canal received multiple treatments for shoreline weed growth on canal banks and within littorals. The main target was torpedo grass.
- The flow way received contact treatment to target new spatterdock growth. Treatment mostly focused on the northern portion of the flow way as most of the growth was observed there.
- The first round of sonar was completed in lakes 13, 22, and 26. Treatments will be conducted on a bi-weekly basis over the next four weeks. Targets include spatterdock, hydrilla, and bladderwort.
- The next quarterly inspection will be completed in May.
- Water levels are higher than usual this month due to recent rain.



(3) Lake 5B

iii. Entrance Maintenance

- The east fountain is malfunctioning (electric problems) and has been turned off and will remain turned off pending vendor scheduling to make the necessary repairs. Additionally, the new pump is scheduled to be replaced the weeks of April 8th.
- Fertilization treatment of the annuals is completed monthly.



(4) Annuals scheduled for fertilization.



(5) Annuals scheduled for fertilization.

iv. Irrigation Pump House

N/A

v. ***External Preserves Compliance (formally SFWMD Env. Resources Permit No. 11-02031-P Compliance Status)***

2024 Preserve Maintenance project awarded to Aquatic Weeds Control, Inc. (low bidder) following the March 2024 board meeting. The contract has since been executed and pre-construction meeting scheduled for April 10th, with an expected start date of April 15th. The deadline for monitoring and report to SFWMD is July 15th, 2024.

Wetter than normal preserve areas during the dry season are causing a delay in the anticipated start date.

2. Capital Projects

- i. Lake Bank Restoration – Lakes 2, 7, 8, & 17 included in Capital Improvement Plan. Schedule for work is Late January through end of March 2024.



Lake 7 – (100% complete)

Lake 2 – (100% complete)

Lake 8 – (0% complete) Scheduled to have cord grass removed in April.

Lake 17 – (10% complete) Bottom 7-ft bag pumped.



Lake 2 - Pre-Construction.



(6) Lake 2 - Lake bank restoration completion.



Lake 7 - Pre-Construction.

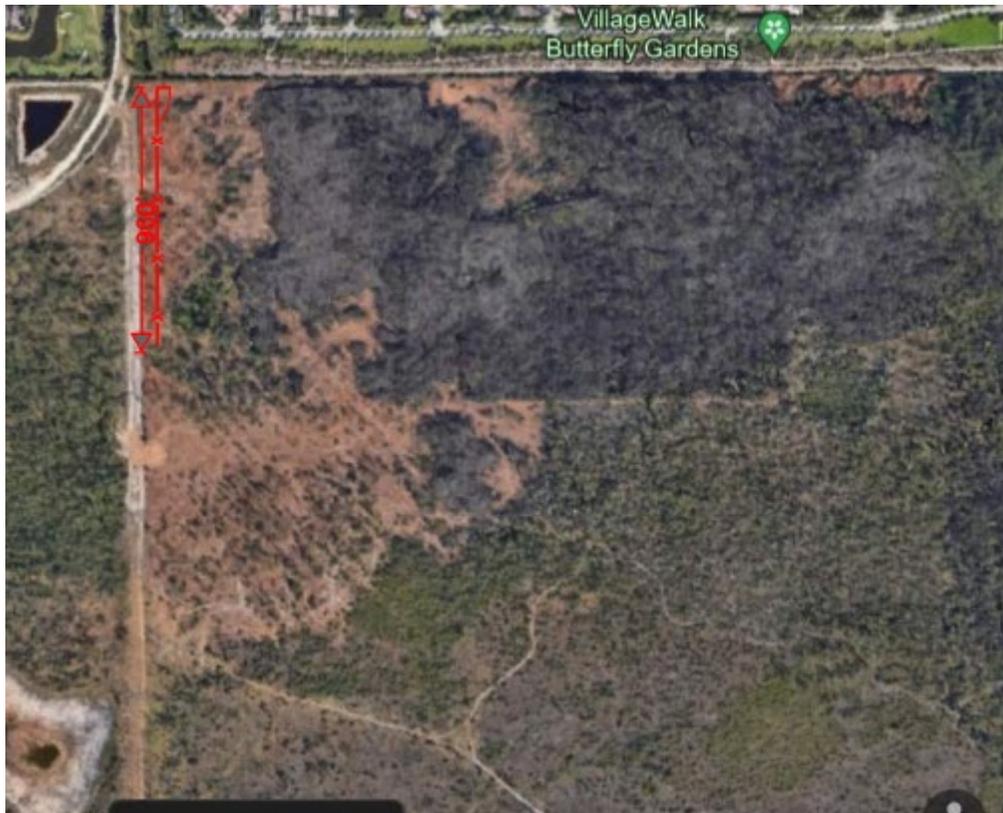


(9) Lake 7 - After re-sodding.

3. Future Operations

April Items

- Carter Fence Company is installing 960 ft of 4.5' 4-strand barbed wire field fence in northern preserves to address sheriff office's concern of security and past trespassing incidents.



Long-Term Items

- Bridge Painting – Outstanding schedule until canal water recedes. The updated schedule for painting is now April 2023.



Flow Way CDD - Engineer's Report Asset Map

4. **Prior Board Meeting Inquiries**

N/A

PERMITTING

We are continuing our ongoing work of identifying permits that have been obtained for the development of the District’s infrastructure. The below list is not complete, and will be updated periodically:

Permit Agency / Project Name	Permit Number	Date Received	Date Expires	Permitee-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: Active
SFWMD Water Use	11-02032-W	5/13/20	5/15/25	Taylor Morrison Esplanade Naples, LLC	Operation Phase: Active
SFWMD ROW Occupation Permit	11652 (App. No: 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; Issued (06/08/2016)
Esplanade G&CC of Naples - Hatcher Parcel -- Plans & Plat	PL20190001680	4/28/20	4/28/23	Taylor Morrison Esplanade Naples LLC	Hearing Process - Open for Uploads Final Inspection - Outstanding
Esplanade Golf and Country Club of Naples - Amenity Campus (SDPA)	PL20210000129	01/19/21	11/23/26	TAYLOR MORRISON ESPLANADE NAPLES LLC	Site Inspection – Add Application Type

Permit Agency / Project Name	Permit Number	Date Received	Date Expires	Permittee-Constructed by	Current Status
Esplanade Golf & Country Club of Naples - Culinary Center (SDPA)	PL20170002663	07/20/17	07/04/21	TAYLOR MORRISON ESPLANADE NAPLES LLC	Site Inspection – Add Application Type
Esplanade Golf & Country Club – Driving Range Improvements	PL20230001832	02/02/2023		ESPLANADE GOLF & COUNTRY CLUB OF NAPLES INC	Complete – Add Application Type
Esplanade Golf and Country Club of Naples – Hatcher Parcel (UTCP)(UTCF)	PL20200002660	12/30/2020		TAYLOR MORRISON ESPLANADE NAPLES LLC	Complete - Closed for Uploads

*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

MEMO

To: Board of Supervisors

From: James P. Ward

Date: March 13, 2024

Re: Commission on Ethics newly established Electronic Financial Disclosure Management System ("EFDMS") website registration, Financial Disclosure Forms, and Required Ethics Training

Beginning January 1, 2024, the Florida Commission on Ethics has enacted new procedures for electronic filing of Financial Disclosure forms for Public Officials, as a means of submitting Forms and updating your Filer contact information.

To access the newly established Electronic Financial Disclosure Management System ("EFDMS"), visit the login page (<https://disclosure.floridaethics.gov/Account/Login>) and watch the instructional video for directions on how to register/confirm registration.

If you have filed a Form 1 before, click "I am a Filer" and follow the prompts.

Instructions, FAQs, and tutorials are available from the dashboard within EFDMS. Additional assistance can be obtained Monday-Friday from 8:00 a.m. until 5:00 p.m. by contacting the Commission directly.

Financial disclosure forms are due on or before July 1, 2024 for the preceding calendar year. A grace period is in effect until September 1. If the disclosure is not filed or postmarked by September 1, an automatic fine of \$25 per day will begin to accrue and will continue to build until the disclosure is filed, or the fine reaches \$1,500.

If you have an annual filing requirement AND will be running for office as a qualified elector in November, then you will need to complete your disclosure in EFDMS and submit your filing electronically to the Commission, then print a verification/receipt for e-filing your form or print a copy of your disclosure to file with your Qualifying Officer packet.

It is imperative that each filer take the time to confirm their registration on the EFDMS site, in order to ensure that the Florida Commission on Ethics has updated and correct contact information. All communication about filing requirements and due dates for filers will be provided via email only. Filers MUST maintain a current email address in EFDMS. By law, failure to maintain a current email address will not qualify as an "unusual circumstance" during an appeal of an automatic fine for failure to timely file a Form.

If the annual form is not submitted via the electronic filing system created and maintained by the Florida Commission on Ethics by September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office [s. 112.3145, F.S.].

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.].

Also beginning January 1, 2024, all elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31st of the year for which you are filing, are now required to complete four (4) hours of Ethics Training each calendar year. The four (4) hours of Ethics Training shall be allocated amongst the following categories:

- two (2) hours of ethics law,
- one (1) hour of Sunshine Law; and
- one (1) hour of Public Records law.

Please note that the four (4) hours of the Ethics Training do not have to be completed all at once. Supervisors will report their 2024 training when they fill out their Form 1 (Statement of Financial Interests) for the 2025 year by checking a box confirming that they have completed the annual Ethics Training.

It is highly recommended that you keep a record of all ethics training used to satisfy the Ethics Training requirements. At present, there is no need to submit a certificate or letter of completion of the Ethics Training. However, the Florida Commission on Ethics (“COE”) advises that Supervisors maintain a record in the event they are asked to provide proof of completion of all Ethics Training.

Additionally, you may be solicited by a private organization (Florida Association of Special Districts) – to take their Ethics Training Course on their platform for which there is a fee. **You are NOT required to use their services nor pay the fees they charge.** There are several free online resources and links to resources that Supervisors might find helpful, including free training for the two (2) hour ethics portion and links to outside trainings which can be used to satisfy the other categories of the Ethics Training. **You may take training from any source you choose.**

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (Video Tutorial):

<https://youtu.be/U8JktIMKzyl>

Office of the Attorney General offers training on Sunshine Law and Public Records Law (22-page presentation):

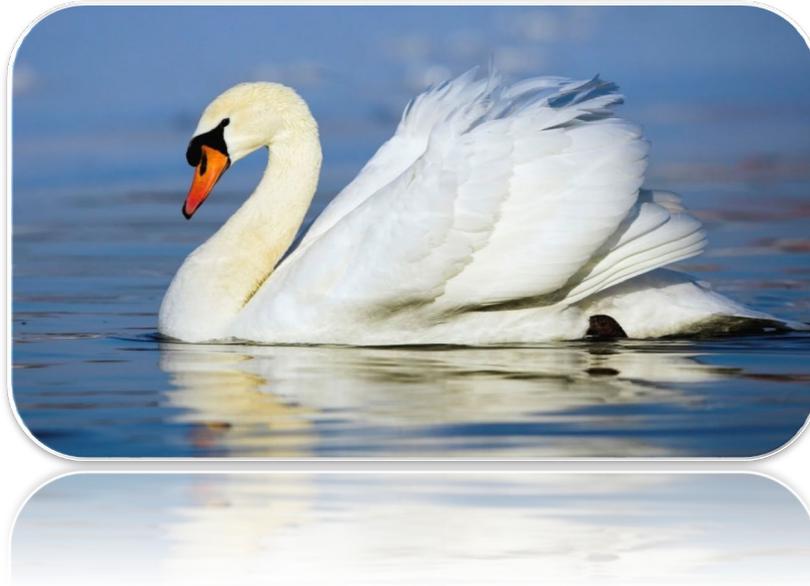
<https://www.myfloridalegal.com/sites/default/files/2023-05/opengovernmentoverview.pdf>

Office of the Attorney General 2-hour Audio Presentation regarding Public Meetings and Public Records Law:

<https://www.myfloridalegal.com/sites/default/files/Full%2520audio%25202018%5B2%5D.mp3>

As always, if you have any questions regarding this information, please feel free to contact me directly at 954-658-4900.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - MARCH 2024

FISCAL YEAR 2024

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 37 STREET
FORT LAUDERDALE,
FLORIDA 33308

**Flow Way Community Development District
Balance Sheet
for the Period Ending March 31, 2024**

	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)	General Long Term Debt		
Assets													
Cash and Investments													
General Fund - Invested Cash	\$ 1,267,528	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,267,528
Debt Service Fund													
Interest Account	-	-	-	-	-	-	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-	-	-	-	-	-	-
Reserve Account	-	539,000	244,881	160,448	174,534	118,375	255,031	-	-	-	-	-	1,492,270
Revenue	-	698,611	400,807	265,497	398,106	260,792	584,508	-	-	-	-	-	2,608,321
Prepayment Account	-	-	447	192	2,383	1,615	7,240	-	-	-	-	-	11,877
General Redemption Account	-	-	-	2,593	-	-	-	-	-	-	-	-	2,593
Construction	-	-	-	-	-	-	-	-	-	-	-	-	-
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	-	-	-	-	-	-	-	-	-	-	-	-	-
Accounts Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-
Deposits - FPL	10,076	-	-	-	-	-	-	-	-	-	-	-	10,076
Amount Available in Debt Service Funds	-	-	-	-	-	-	-	-	-	-	-	4,115,062	4,115,062
Amount to be Provided by Debt Service Funds	-	-	-	-	-	-	-	-	-	-	-	24,949,938	24,949,938
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Assets	\$ 1,277,603	\$ 1,237,611	\$ 646,135	\$ 428,730	\$ 575,024	\$ 380,782	\$ 846,779	\$ -	\$ -	\$ -	\$ 29,065,000	\$ 34,457,665	
Liabilities													
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds													
General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-	-
Unavailable Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Note Payable	-	-	-	-	-	-	-	-	-	-	-	-	-
Bonds Payable													
Current Portion	-	-	-	-	-	-	-	-	-	-	-	615,000	615,000
Long Term	-	-	-	-	-	-	-	-	-	-	-	28,450,000	28,450,000
Unamortized Prem/Disc on Bds Pybl	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,065,000	\$ 29,065,000	
Fund Equity and Other Credits													
Investment in General Fixed Assets	-	-	-	-	-	-	-	-	-	-	-	-	-
Fund Balance													
Restricted													
Beginning: October 1, 2023 (Unaudited)	-	1,028,586	548,851	346,521	452,770	299,435	670,044	239	160	2,171	-	-	3,348,777
Results from Current Operations	-	209,025	97,285	82,209	122,254	81,347	176,735	(239)	(160)	(2,171)	-	-	766,285
Unassigned													
Beginning: October 1, 2023 (Unaudited)	211,538	-	-	-	-	-	-	-	-	-	-	-	211,538
Results from Current Operations	1,066,066	-	-	-	-	-	-	-	-	-	-	-	1,066,066
Total Fund Equity and Other Credits	\$ 1,277,603	\$ 1,237,611	\$ 646,135	\$ 428,730	\$ 575,024	\$ 380,782	\$ 846,779	\$ 0	\$ (0)	\$ 0	\$ -	\$ 5,392,665	
Total Liabilities, Fund Equity and Other Credits	\$ 1,277,603	\$ 1,237,611	\$ 646,135	\$ 428,730	\$ 575,024	\$ 380,782	\$ 846,779	\$ 0	\$ (0)	\$ 0	\$ 29,065,000	\$ 34,457,665	

Flow Way Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ (143,755)	0%
Interest									
Interest - General Checking	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue									
Special Assessments - On-Roll	25,498	663,184	960,590	77,435	74,265	32,055	1,833,026	1,988,811	92%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	N/A
Other Financing Sources-Truist Loan Proceeds									
	-	-	-	-	-	-	-	500,000	N/A
Contributions Private Sources									
	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In									
	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 25,498	\$ 663,184	\$ 960,590	\$ 77,435	\$ 74,265	\$ 32,055	1,833,026	\$ 2,345,056	78%
Expenditures and Other Uses									
Legislative									
Board of Supervisor's Fees	600	800	-	600	1,200	1,000	4,200	12,000	35%
Executive									
Professional Management	3,583	3,583	3,583	3,583	3,583	3,583	21,500	43,000	50%
Financial and Administrative									
Audit Services	-	-	2,500	3,200	-	-	5,700	5,700	100%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	8,000	16,000	50%
Assessment Roll Services	1,333	1,333	1,333	1,333	1,333	1,333	8,000	16,000	50%
Arbitrage Rebate Services	-	-	500	-	1,500	-	2,000	3,000	67%
Other Contractual Services									
Recording and Transcription	-	-	-	-	-	-	-	-	N/A
Legal Advertising	-	251	-	-	-	608	858	3,500	25%
Trustee Services	-	-	3,950	8,573	-	-	12,523	26,665	47%
Dissemination Agent Services	-	5,500	-	-	-	-	5,500	5,500	100%
Property Appraiser Fees	15,175	-	325	-	-	-	15,500	5,000	310%
Bank Services	-	-	-	-	104	-	104	300	35%
Travel and Per Diem									
	-	-	-	-	-	-	-	-	N/A
Communications & Freight Services									
Postage, Freight & Messenger	-	13	13	-	-	-	27	250	11%
Rentals & Leases									
Meeting Room Rental	-	-	-	-	-	-	-	-	N/A
Computer Services - Website Development									
	-	-	-	-	-	300	300	2,000	15%
Insurance									
	97,258	-	-	-	-	-	97,258	15,000	648%
Printing & Binding									
	-	-	-	-	-	-	-	250	0%
Office Supplies									
	-	-	-	-	-	-	-	-	N/A
Subscription & Memberships									
	-	175	-	-	-	-	175	175	100%
Legal Services									
Legal - General Counsel	-	3,578	7,228	-	11,310	3,120	25,235	25,000	101%
SFWMD - Permit Objection	-	-	-	-	-	-	-	-	-
Special Counsel - Preserves	-	98	265	686	588	-	1,637	-	-
Special Counsel - Litigation	-	1,261	91	150	137	1,372	3,012	35,000	9%
Special Counsel - Court Reporter/Arbitrator	-	-	-	-	-	-	-	7,500	0%
Special Counsel - Experts for Legal Fees	-	-	-	-	-	-	-	10,500	0%
Special Counsel - Appellate Court	-	233	-	-	-	-	233	75,000	0%
Truist Loan - Legal Fees	-	-	-	-	-	-	-	20,000	0%
Other General Government Services									
Engineering Services - General Fund	-	2,681	2,075	1,200	4,913	9,235	20,104	50,000	40%
Bonita Springs - Stormwater Discharge	-	-	-	-	-	-	-	10,000	0%
Miscellaneous Services	-	-	-	-	-	-	-	-	N/A
Boardwalk & Golf Cart Review	-	-	-	-	-	-	-	-	N/A
Asset Evaluation	-	-	-	-	-	-	-	-	N/A

Flow Way Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Stormwater Needs Analysis	-	-	-	-	-	-	-	-	N/A
Strategic Operations Plan	-	-	-	-	-	-	-	-	N/A
Capital Outlay	-	-	-	-	-	-	-	-	N/A
Community Wide Irrigation System									
Professional Services									
Asset Management	-	1,308	1,308	1,308	1,308	1,308	6,542	15,700	42%
Consumptive Use Permit Monitor	-	-	-	-	-	-	-	16,000	0%
Utility Services									
Electric - Pump Station	3,241	3,299	-	2,525	2,395	3,074	14,535	32,000	45%
Electric - Recharge Pumps	1,678	2,090	5,078	2,572	2,412	754	14,584	8,000	182%
Wireless - Pump Station	113	75	-	149	-	74	411	-	N/A
Repairs and Maintenance									
Pump Station and Wells	-	-	-	165	1,177	925	2,267	30,000	8%
Recharge Pumps	-	-	-	-	-	-	-	8,500	0%
Main Line Irrigation System	-	-	-	-	-	-	-	6,600	0%
Contingencies	-	-	-	-	-	-	-	6,808	0%
Capital Outlay									
New Meter and Backup Pump/Motor	-	150	100	-	-	-	250	45,000	1%
Stormwater Management Services									
Preserve Area Maintenance									
Environmental Engineering Consultant									
Task 1 - Bid Documents	-	-	-	-	-	-	-	-	N/A
Task 2 - Monthly site visits	-	-	-	-	-	-	-	-	N/A
Task 3 - Reporting to Regulatory Agencies	-	-	-	-	-	-	-	-	N/A
Task 4 - Fish Sampling to US Fish & Wildlife	-	-	-	-	-	-	-	-	N/A
Task 5 - Attendance at Board Meeting	-	-	-	-	-	-	-	-	N/A
Clearing Downed Trees/Cleanup	-	-	-	-	-	-	-	-	N/A
Code Enforcement for Incursion into Preserve	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	N/A
Repairs and Maintenance									
Wading Bird Foraging Areas	-	-	-	-	-	-	-	-	N/A
Internal Preserves	-	-	-	2,963	-	-	2,963	-	N/A
Western Preserve	-	-	-	-	-	-	-	-	N/A
Northern Preserve Area 1	-	-	-	-	-	-	-	-	N/A
Northern Preserve Area 2	-	-	-	-	-	-	-	-	N/A
Northern Preserve Areas 1&2	-	-	-	-	-	-	-	-	N/A
Clearing Downed Trees/Cleanup	-	-	-	-	-	-	-	-	N/A
Code Enforcement for Incursion into Preserve	-	-	-	-	-	-	-	-	N/A
Installation - No Trespassing Signs	-	-	-	-	-	-	-	-	N/A
Capital Outlay									
Capital Outlay - Stormwater Mgmt	-	-	-	-	-	-	-	-	
Internal and External	-	-	-	-	-	-	-	-	
Lake, Lake Bank and Littoral Shelf Maintenance									
Professional Services									
Asset Management	-	2,258	2,258	2,258	2,258	2,258	11,292	27,100	42%
NPDES Monitoring	-	-	1,800	-	-	-	1,800	-	N/A
Repairs & Maintenance									
Aquatic Weed Control	31,877	11,342	11,342	12,677	9,000	8,000	84,238	120,000	70%
Littortal Shelf-Invasive Plant Control/Monitoring	-	-	-	-	2,342	-	2,342	35,000	7%
Lake Bank Maintenance	2,963	956	850	-	-	4,126	8,894	15,000	59%
Water Quality Testing	-	-	-	3,925	-	-	3,925	14,500	27%
Littortal Shelf Planting	-	-	-	988	-	-	988	20,000	5%
Aeration System	-	-	-	-	-	-	-	-	N/A

Flow Way Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Control Structures, Catch Basins & Outfalls	-	3,250	-	-	40,000	-	43,250	28,000	154%
Tree Removal/Miscellaneous Cleaning	-	-	-	-	-	-	-	20,000	0%
Contingencies	-	-	-	-	-	-	-	18,600	0%
Capital Outlay									
Fountain Installations	-	-	-	-	-	-	-	-	N/A
Littortal Shelf Planting	-	-	-	-	-	-	-	10,000	0%
Lake Bank Restorations	-	800	-	875	1,050	70,862	73,587	172,298	43%
Water Control Structures	-	-	-	875	-	-	875	-	N/A
Contingencies	-	-	-	-	-	-	-	-	N/A
Landscaping Services									
Professional Services									
Asset Management	-	1,167	1,167	1,167	1,167	1,167	5,833	14,000	42%
Utility Services									
Electric - Landscape Lighting	-	-	-	-	-	-	-	19,600	0%
Potable Water - Fountains	104	-	472	205	411	1,337	2,529	2,400	105%
Community Entrance (Landscaping)									
Repairs and Maintenance									
Landscaping Maintenance	-	10,064	-	20,129	10,064	10,064	50,322	101,000	50%
Tree Trimming	-	872	1,747	-	-	-	2,619	15,500	17%
Landscape Replacements	-	-	-	-	11,400	6,313	17,713	27,500	64%
Mulch Installation	-	8,784	4,430	-	1,525	-	14,739	33,000	45%
Annuals	21,686	-	-	1,206	-	-	22,892	50,000	46%
Annual Holiday Decorations	7,650	-	7,650	-	-	-	15,300	18,000	85%
Landscape Lighting	-	-	340	-	-	-	340	3,600	9%
Landscape Monuments	-	1,201	-	-	-	-	1,201	9,000	13%
Fountains	1,966	750	750	-	-	3,500	6,966	22,500	31%
Irrigation System	400	1,336	13,620	-	-	2,692	18,048	-	N/A
Well System	165	-	1,545	-	-	-	1,710	-	N/A
Bridge & Roadway - Main Entrance	900	10,358	-	-	400	-	11,658	13,500	86%
Miscellaneous Repairs	-	467	473	-	-	-	940	3,000	31%
Capital Outlay - Landscaping	-	11,283	12,870	54,910	300	-	79,363	82,500	96%
Contingencies	-	-	-	-	-	-	-	23,728	0%
Debt Service									
Principal	-	-	-	-	-	-	-	500,000	0%
Interest	-	-	-	10,182	-	-	10,182	12,200	83%
Reserves and Overall Contingencies									
District Asset Restoration	-	-	-	-	-	-	-	158,030	0%
Contingencies	-	-	-	-	-	-	-	100,000	0%
Intragovernmental Transfer Out	-	-	-	-	-	-	-	-	N/A
Other Fees and Charges									
Discounts/Collection Fees	-	-	-	-	-	-	-	99,553	0%
Sub-Total:	192,026	92,650	90,997	139,736	113,211	138,340	766,960	2,345,056	33%
Total Expenditures and Other Uses:	\$ 192,026	\$ 92,650	\$ 90,997	\$ 139,736	\$ 113,211	\$ 138,340	\$ 766,960	\$ 2,345,056	33%
Net Increase/ (Decrease) in Fund Balance	(166,528)	570,534	869,593	(62,302)	(38,947)	(106,285)	1,066,066	-	
Fund Balance - Beginning	211,538	45,009	615,543	1,485,136	1,422,835	1,383,888	211,538	-	
Fund Balance - Ending	\$ 45,009	\$ 615,543	\$ 1,485,136	\$ 1,422,835	\$ 1,383,888	\$ 1,277,603	1,277,603	\$ -	

Flow Way Community Development District
Debt Service Fund - Series 2013
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income									
Interest Account	-	0	-	-	-	-	0	-	N/A
Sinking Fund	-	0	-	-	-	-	0	-	N/A
Reserve Account	6,082	246	240	242	240	224	7,273	15,000	48%
Prepayment Account	-	-	-	-	-	-	-	-	N/A
Revenue Account	2,151	2,186	765	2,421	2,885	2,795	13,203	9,000	147%
Special Assessment Revenue									
Special Assessments - On-Roll	7,277	189,260	274,134	22,098	21,194	9,148	523,111	577,069	91%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 15,510	\$ 191,692	\$ 275,139	\$ 24,761	\$ 24,318	\$ 12,167	543,588	\$ 601,069	90%
Expenditures and Other Uses									
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	\$ -	N/A
Debt Service									
Principal Debt Service - Mandatory									
Series 2013 Bonds	-	135,000	-	-	-	-	135,000	\$ 135,000	100%
Principal Debt Service - Early Redemptions									
Series 2013 Bonds	-	-	-	-	-	-	-	-	N/A
Interest Expense									
Series 2013 Bonds	-	199,563	-	-	-	-	199,563	395,075	51%
Other Fees and Charges									
Fees/Discounts for Early Payment	-	-	-	-	-	-	-	37,725	0%
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$0	\$334,563	\$0	\$0	\$0	\$0	\$334,563	\$567,800	59%
Net Increase/ (Decrease) in Fund Balance	15,510	(142,870)	275,139	24,761	24,318	12,167	209,025	33,269	
Fund Balance - Beginning	1,028,586	1,044,095	901,225	1,176,364	1,201,126	1,225,444	1,028,586		
Fund Balance - Ending	\$ 1,044,095	\$ 901,225	\$ 1,176,364	\$ 1,201,126	\$ 1,225,444	\$ 1,237,611	1,237,611	\$ 33,269	

Flow Way Community Development District
Debt Service Fund - Series 2015 (Phase 3)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income									
Interest Account	-	0	-	-	-	-	0	-	N/A
Sinking Fund	-	0	-	-	-	-	0	-	N/A
Reserve Account	2,772	106	104	105	104	97	3,288	11,000	30%
Prepayment Account	2	2	2	2	2	2	12	-	N/A
Revenue Account	1,334	1,362	661	1,456	1,675	1,613	8,100	7,500	108%
Special Assessment Revenue									
Special Assessments - On-Roll	3,452	89,783	130,046	10,483	10,054	4,340	248,158	273,784	91%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayment	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfers In									
Debt Proceeds	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 7,560	\$ 91,253	\$ 130,813	\$ 12,046	\$ 11,834	\$ 6,052	259,557	\$ 292,284	89%
Expenditures and Other Uses									
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	\$ -	N/A
Debt Service									
Principal Debt Service - Mandatory									
Series 2015 Bonds (Phase 3)	-	80,000	-	-	-	-	80,000	\$ 80,000	100%
Principal Debt Service - Early Redemptions									
Series 2015 Bonds (Phase 3)	-	-	-	-	-	-	-	-	N/A
Interest Expense									
Series 2015 Bonds (Phase 3)	-	82,272	-	-	-	-	82,272	162,844	51%
Other Fees and Charges									
Discounts for Early Payment	-	-	-	-	-	-	-	17,911	0%
Operating Transfers Out (To Other Funds)									
Total Expenditures and Other Uses:	\$0	\$162,272	\$0	\$0	\$0	\$0	\$162,272	\$260,755	62%
Net Increase/ (Decrease) in Fund Balance	7,560	(71,019)	130,813	12,046	11,834	6,052	97,285	31,529	
Fund Balance - Beginning	548,851	556,410	485,391	616,204	628,249	640,084	548,851	-	
Fund Balance - Ending	\$ 556,410	\$ 485,391	\$ 616,204	\$ 628,249	\$ 640,084	\$ 646,135	646,135	\$ 31,529	

Flow Way Community Development District
Debt Service Fund - Series 2015 (Phase 4)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income									
Interest Account	-	0	-	-	-	-	0	-	N/A
Sinking Fund	-	0	-	-	-	-	0	-	N/A
Reserve Account	1,821	67	64	66	65	61	2,145	7,000	31%
Prepayment Account	1	1	1	1	1	1	5	-	N/A
Revenue Account	806	817	246	906	1,093	1,060	4,929	3,500	141%
General Redemption Account	11	12	11	11	11	11	67	-	N/A
Special Assessment Revenue									
Special Assessments - On-Roll	2,917	75,873	109,898	8,859	8,496	3,667	209,711	231,388	91%
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:	\$ 5,555	\$ 76,769	\$ 110,221	\$ 9,844	\$ 9,667	\$ 4,800	216,856	\$ 241,888	90%
Expenditures and Other Uses									
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	\$ -	N/A
Debt Service									
Principal Debt Service - Mandatory									
Series 2015 Bonds (Phase 4)	-	60,000	-	-	-	-	60,000	\$ 60,000	100%
Principal Debt Service - Early Redemptions									
Series 2015 Bonds (Phase 4)	-	-	-	-	-	-	-	-	N/A
Interest Expense									
Series 2015 Bonds (Phase 4)	-	74,647	-	-	-	-	74,647	147,756	51%
Other Fees and Charges									
Discounts for Early Payment	-	-	-	-	-	-	-	15,046	0%
Operating Transfers Out (To Other Funds)									
Total Expenditures and Other Uses:	\$0	\$134,647	\$0	\$0	\$0	\$0	\$134,647	\$222,802	60%
Net Increase/ (Decrease) in Fund Balance	5,555	(57,877)	110,221	9,844	9,667	4,800	82,209	19,086	
Fund Balance - Beginning	346,521	352,076	294,199	404,420	414,263	423,930	346,521		
Fund Balance - Ending	\$ 352,076	\$ 294,199	\$ 404,420	\$ 414,263	\$ 423,930	\$ 428,730	428,730	\$ 19,086	

Flow Way Community Development District
Debt Service Fund - Series 2016 (Phase 5)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income									
Interest Account	-	0	-	-	-	-	0	-	N/A
Sinking Fund	-	0	-	-	-	-	0	-	N/A
Reserve Account	1,970	79	77	78	78	73	2,355	8,000	29%
Prepayment Account	-	-	-	-	0	0	0	-	N/A
Revenue Account	1,223	1,236	264	1,327	1,629	1,585	7,263	6,000	121%
Special Assessment Revenue									
Special Assessments - On-Roll	4,721	122,801	177,872	14,339	13,752	5,936	339,421	374,564	91%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	N/A
Debt Proceeds									
Operating Transfers In (To Other Funds)	-	-	2,383	53	53	49	2,538	-	N/A
Total Revenue and Other Sources:	\$ 7,914	\$ 124,117	\$ 180,596	\$ 15,797	\$ 15,511	\$ 7,642	351,577	\$ 388,564	90%
Expenditures and Other Uses									
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	\$ -	N/A
Debt Service									
Principal Debt Service - Mandatory									
Series 2016 Bonds (Phase 5)	-	110,000	-	-	-	-	110,000	\$ 110,000	100%
Principal Debt Service - Early Redemptions									
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	N/A
Interest Expense									
Series 2016 Bonds (Phase 5)	-	117,196	-	-	-	-	117,196	232,000	51%
Other Fees and Charges									
Discounts for Early Payment	-	-	-	-	-	-	-	24,504	0%
Operating Transfers Out (To Other Funds)	77	1,973	77	-	-	-	2,126	-	N/A
Total Expenditures and Other Uses:	\$77	\$229,169	\$77	\$0	\$0	\$0	\$229,323	\$366,504	63%
Net Increase/ (Decrease) in Fund Balance	7,837	(105,052)	180,519	15,797	15,511	7,642	122,254	22,060	
Fund Balance - Beginning	452,770	460,608	355,556	536,075	551,872	567,382	452,770		
Fund Balance - Ending	\$ 460,608	\$ 355,556	\$ 536,075	\$ 551,872	\$ 567,382	\$ 575,024	575,024	\$ 22,060	

Flow Way Community Development District
Debt Service Fund - Series 2017 (Phase 6)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income									
Interest Account	-	0	-	-	-	-	0	-	N/A
Sinking Fund	-	0	-	-	-	-	0	-	N/A
Reserve Account	1,336	54	52	53	53	49	1,596	3,500	46%
Prepayment Account	-	-	-	-	0	0	0	-	N/A
Revenue Account	796	803	140	860	1,065	1,037	4,701	3,500	134%
Special Assessment Revenue									
Special Assessments - On-Roll	3,203	83,319	120,684	9,729	9,330	4,027	230,293	254,231	91%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	N/A
Debt Proceeds									
Debt Proceeds	-	-	-	-	-	-	-	-	-
Operating Transfers In (To Other Funds)	-	-	1,615	-	-	-	1,615	-	N/A
Total Revenue and Other Sources:	\$ 5,335	\$ 84,177	\$ 122,491	\$ 10,642	\$ 10,448	\$ 5,114	238,206	\$ 261,231	N/A
Expenditures and Other Uses									
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	\$ -	N/A
Debt Service									
Principal Debt Service - Mandatory									
Series 2017 Bonds (Phase 6)	-	75,000	-	-	-	-	75,000	\$ 75,000	100%
Principal Debt Service - Early Redemptions									
Series 2017 Bonds (Phase 6)	-	-	-	-	-	-	-	-	N/A
Interest Expense									
Series 2017 Bonds (Phase 6)	-	80,263	-	-	-	-	80,263	159,213	50%
Debt Service-Other Costs									
Debt Service-Other Costs	-	-	-	-	-	-	-	-	N/A
Other Fees and Charges									
Discounts for Early Payment	-	-	-	-	-	-	-	16,632	0%
Operating Transfers Out (To Other Funds)	52	1,338	52	53	53	49	1,596	-	N/A
Total Expenditures and Other Uses:	\$52	\$156,600	\$52	\$53	\$53	\$49	\$156,859	\$250,845	N/A
Net Increase/ (Decrease) in Fund Balance	5,283	(72,423)	122,439	10,589	10,395	5,064	81,347	10,386	
Fund Balance - Beginning	299,435	304,718	232,294	354,734	365,322	375,718	299,435		
Fund Balance - Ending	\$ 304,718	\$ 232,294	\$ 354,734	\$ 365,322	\$ 375,718	\$ 380,782	380,782	\$ 10,386	

Flow Way Community Development District
Debt Service Fund - Series 2019 (Phase 7, Phase 8 and Hatcher)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources									
Carryforward - Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income									
Interest Account	-	0	-	-	-	-	0	-	N/A
Sinking Account	-	0	-	-	-	-	0	-	N/A
Reserve Account	1,121	1,159	1,113	1,144	1,134	1,061	6,733	5,000	135%
Prepayment Account	7	7	7	16	32	30	98	-	N/A
Revenue Account	1,817	1,837	369	1,934	2,383	2,323	10,662	8,000	133%
Special Assessment Revenue									
Special Assessments - On-Roll	6,952	180,830	261,924	21,114	20,250	8,740	499,810	551,562	91%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	N/A
Debt Proceeds									
Operating Transfers In (To Other Funds)	-	-	5,623	-	-	-	5,623	-	N/A
Total Revenue and Other Sources:	\$ 9,898	\$ 183,832	\$ 269,036	\$ 24,208	\$ 23,798	\$ 12,154	522,927	\$ 564,562	N/A
Expenditures and Other Uses									
Property Appraiser & Tax Collection Fees	-	-	-	-	-	-	-	\$ -	N/A
Debt Service									
Principal Debt Service - Mandatory									
Series 2019 Bonds (Phase 7,8,Hatcher)	-	175,000	-	-	-	-	175,000	\$ 175,000	100%
Principal Debt Service - Early Redemptions									
Series 2019 Bonds (Phase 7,8,Hatcher)	-	-	-	-	-	-	-	-	N/A
Interest Expense									
Series 2019 Bonds (Phase 7,8,Hatcher)	-	167,798	-	-	-	-	167,798	332,664	50%
Debt Service-Other Costs									
Other Fees and Charges									
Discounts for Early Payment	-	-	-	-	-	-	-	36,083	0%
Operating Transfers Out (To Other Funds)	1,121	1,159	1,113	-	-	-	3,394	-	N/A
Total Expenditures and Other Uses:	\$1,121	\$343,956	\$1,113	\$0	\$0	\$0	\$346,191	\$543,747	N/A
Net Increase/ (Decrease) in Fund Balance	8,776	(160,124)	267,922	24,208	23,798	12,154	176,735	20,815	
Fund Balance - Beginning	670,044	678,820	518,696	786,618	810,827	834,625	670,044		
Fund Balance - Ending	\$ 678,820	\$ 518,696	\$ 786,618	\$ 810,827	\$ 834,625	\$ 846,779	846,779	\$ 20,815	

Flow Way Community Development District
Capital Project Fund - Series 2016 (Phase 5)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget
Revenue and Other Sources								
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income								
Construction Account	1	1	15	-	-	-	18	-
Cost of Issuance	-	-	-	-	-	-	-	-
Debt Proceeds								
Operating Transfers In (From Other Funds)	77	1,973	77	-	-	-	2,126	-
Total Revenue and Other Sources:	\$ 78	\$ 1,974	\$ 93	\$ -	\$ -	\$ -	\$ 2,144	\$ -
Expenditures and Other Uses								
Executive								
Professional Management	-	-	-	-	-	-	\$ -	\$ -
Other Contractual Services								
Trustee Services	-	-	-	-	-	-	\$ -	\$ -
Printing & Binding								
Printing & Binding	-	-	-	-	-	-	\$ -	\$ -
Legal Services								
Legal - Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	\$ -	\$ -
Other General Government Services								
Capital Outlay								
Stormwater Mgmt-Construction	-	-	-	-	-	-	\$ -	\$ -
Construction in Progress	-	-	-	-	-	-	\$ -	\$ -
Cost of Issuance								
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	\$ -	\$ -
Underwriter's Discount	-	-	-	-	-	-	\$ -	\$ -
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ 2,383	\$ -	\$ -	\$ -	\$ 2,383	\$ -
Total Expenditures and Other Uses:	\$ -	\$ -	\$ 2,383	\$ -	\$ -	\$ -	\$ 2,383	\$ -
Net Increase/ (Decrease) in Fund Balance	77.53	1,974	(2,291)	\$ -	\$ -	\$ -	\$ (239)	\$ -
Fund Balance - Beginning	239	317	2,291	\$ -	\$ -	\$ -	239	\$ -
Fund Balance - Ending	\$ 317	\$ 2,291	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Flow Way Community Development District
Capital Project Fund - Series 2017 (Phase 6)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget
Revenue and Other Sources								
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Interest Income								
Construction Account	1	1	11	-	-	-	13	-
Cost of Issuance	-	-	-	-	-	-	-	-
Debt Proceeds	-	-	-	-	-	-	-	-
Operating Transfers In (From Other Funds)	52	1,338	52	-	-	-	1,441	-
Total Revenue and Other Sources:	\$ 53	\$ 1,339	\$ 63	\$ -	\$ -	\$ -	\$ 1,454	\$ -
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)	\$ -	\$ -	1,615	\$ -	\$ -	\$ -	\$ 1,615	-
Total Expenditures and Other Uses:	\$ -	\$ -	\$ 1,615	\$ -	\$ -	\$ -	\$ 1,615	\$ -
Net Increase/ (Decrease) in Fund Balance	53	1,339	(1,552)	\$ -	\$ -	\$ -	(160)	-
Fund Balance - Beginning	160	213	1,552	\$ -	\$ -	\$ -	160	-
Fund Balance - Ending	\$ 213	\$ 1,552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Flow Way Community Development District
Capital Project Fund - Series 2019 (Phase 7, Phase 8 and Hatcher)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through March 31, 2024

Description	October	November	December	January	February	March	Year to Date	Total Annual Budget
Revenue and Other Sources								
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Interest Income								
Construction Account	9	15	35	-	-	-	59	-
Cost of Issuance	-	-	-	-	-	-	-	-
Retainage Account	-	-	-	-	-	-	-	-
Debt Proceeds								
Contributions from Private Sources	-	-	-	-	-	-	-	-
Operating Transfers In (From Other Funds)	1,121	1,159	1,113	-	-	-	3,394	-
Total Revenue and Other Sources:	\$ 1,130	\$ 1,174	\$ 1,149	\$ -	\$ -	\$ -	\$ 3,453	\$ -
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)	\$ -	\$ -	\$ 5,623	\$ -	\$ -	\$ -	\$ 5,623	\$ -
Total Expenditures and Other Uses:	\$ -	\$ -	\$ 5,623	\$ -	\$ -	\$ -	\$ 5,623	\$ -
Net Increase/ (Decrease) in Fund Balance	\$ 1,130	\$ 1,174	\$ (4,475)	\$ -	\$ -	\$ -	\$ (2,171)	\$ -
Fund Balance - Beginning	2,171	3,301	4,475	-	-	-	2,171	-
Fund Balance - Ending	\$ 3,301	\$ 4,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -