

**BONITA LANDING
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA PACKAGE

DECEMBER 14, 2023

The meeting will be held at:
Anchor Christian Church, 11651 E. Terry Street, Bonita Springs, FL



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

Bonita Landing Community Development District

Board of Supervisors

Christopher Applegate, Chairman
Andrew Brignoni, Assistant Secretary
David Negip, Assistant Secretary
Alessandro Rizzotti, Assistant Secretary
Rod Still, Assistant Secretary

Justin Faircloth, District Manager
Greg Urbancic, District Counsel
Eric Howard, District Engineer

Regular Meeting Agenda

Thursday, December 14, 2023 – 4:30 p.m.

**The meeting will be held at the Anchor Christian Church, 11651 E. Terry Street,
Bonita Springs, Florida**

Call in: Number: 1-646-838-1601 Meeting ID: 951092195#

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Audience Comments on Agenda Items**
- 4. Old Business**
- 5. New Business**
- 6. Staff Reports**
 - A. Engineer's Report**
 - B. Attorney's Report**
 - C. Manager's Report**
 - i. Approval of Minutes of November 9, 2023 Meeting
 - ii. Financials
 - iii. Consideration of Audit Engagement for FY 2023
 - iii. Follow Up Items
- 7. Supervisor Requests**
- 8. Audience Comments**
- 9. Adjournment**

THE NEXT REGULAR MEETING IS SCHEDULED for JANUARY 11, 2024 AT 4:30 P.M.

Sixth Order of Business

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**MINUTES OF MEETING
BONITA LANDING
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Bonita Landing Community Development District was held Thursday, November 9, 2023 at 4:30 p.m. at the Anchor Christian Church, 11651 E. Terry Street, Bonita Springs, Florida.

Present and constituting a quorum were:

Christopher Applegate	Chairman
Andrew Brignoni	Vice Chairman
Alessandro Rizzotti	Assistant Secretary
Rod Still	Assistant Secretary

Also present were:

Jacob Whitlock	District Manager
Jordan Varble	District Engineer
Residents	

The following is a summary of the discussions and actions taken.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Whitlock called the meeting to order and took the roll.

SECOND ORDER OF BUSINESS

Approval of Agenda

On MOTION by Mr. Applegate seconded by Mr. Brignoni, with all in favor, the agenda was approved. 4/0
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THIRD ORDER OF BUSINESS

Audience Comments on Agenda Items

- None.

FOURTH ORDER OF BUSINESS

Old Business

- None.

FIFTH ORDER OF BUSINESS

New Business

- None.

SIXTH ORDER OF BUSINESS

Staff Reports

- A. Engineer's Report
 - i. Update on Lake Status Report

- Mr. Whitlock noted Mr. Varble had prepared a detailed cost analysis on the lake restoration.
- Mr. Varble distributed and reviewed the lake bank restoration probable cost. He noted the basis of cost is there are other communities in the are going through similar lake bank stabilization measures with the geo-tubes.
 - Re-grading, stabilization with geotextiles and sod will help get them there, but they need the littorals to provide the long-term stabilization so that it does not keep eroding; particularly what is below the water.
 - Mr. Varble included an estimate for the littorals but feels it may be low.
- Mr. Applegate inquired if they looked into the lake bank with SWFWMD.
 - Mr. Varble noted he looked into it and the water management district did certify that the stormwater system is constructed and complete.
 - Discussion continued on SWFWMD.
- Mr. Brignoni inquired if the sewer system has been videoed.
 - Mr. Varble noted not that he is aware of.
 - Discussion continued on storm drains with Mr. Whitlock noting Inframark has used M.R.I. to do inspections.

B. Attorney's Report

- Mr. Whitlock noted he has spoken with Mr. Shir a couple of times and he has expressed interest in assisting the District but wanted to get some more information. He also spoke with Mr. Urbancic leading up to the meeting and his view on the scenario is that it is going to be difficult and costly to try to fight the permit turnover process; he said the better of the two issues would be to act as the lake is the CDDs issue and go back to the developer.
- Mr. Applegate inquired if they want Mr. Shir to look into the issue with the lake do they remove Mr. Urbancic from his responsibilities or do they need to have Mr. Shir handle this matter and look for a replacement for Mr. Urbancic. Discussion ensued.

On MOTION by Mr. Applegate seconded by Mr. Brignoni, with all in favor, to retain Guy Shir, terminating with District Counsel, Greg Urbancic and Coleman, Yovanovich & Koester, P.A. was approved.

- Mr. Whitlock noted they need to be certain Mr. Shir can handle the multitude of functions the District Counsel is going to need to provide.

C. Manager’s Report

i. Approval of Minutes of October 12, 2023 Meeting

On MOTION by Mr. Applegate seconded Mr. Brignoni, with all in favor, the October 12, 2023 minutes were approved.

ii. Financials

On MOTION by Mr. Applegate seconded by Mr. Rizzotti, with all in favor, the financials were approved.

iii. Follow Up Items

- None.

SEVENTH ORDER OF BUSINESS

Supervisor Requests

- Mr. Applegate will reach out to Mr. Shir.
- Mr. Applegate addressed the potential of \$320,000 in repairs to get the lake stabilized.

EIGHTH ORDER OF BUSINESS

Audience Comments

- A resident addressed the changing of the District Attorney noting she thinks it is a good idea. Discussion ensued.
- A resident addressed the banner photo on the website noting it needs to be changed to look like their community.
 - Mr. Applegate will provide a picture for modification of the website.

NINTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Applegate seconded by Mr. Brignoni, with all in favor, the meeting was adjourned at 5:12 p.m.

Chairman / Vice Chairman

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**Bonita Landing
Community Development District**

Financial Report

October 31, 2023

Prepared by



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**Bonita Landing
Community Development District**

Financial Statements

(Unaudited)

October 31, 2023

Balance Sheet
October 31, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2016 DEBT SERVICE FUND	SERIES 2016 CAPITAL PROJECTS FUND	TOTAL
<u>ASSETS</u>				
Cash - Checking Account	\$ 54,516	\$ -	\$ -	\$ 54,516
Due From Other Funds	-	3,705	-	3,705
Investments:				
Acquisition & Construction Account	-	-	1,127	1,127
Interest Account	-	51	-	51
Reserve Fund	-	62,415	-	62,415
Revenue Fund	-	121,494	-	121,494
Sinking fund	-	46	-	46
TOTAL ASSETS	\$ 54,516	\$ 187,711	\$ 1,127	\$ 243,354
<u>LIABILITIES</u>				
Accounts Payable	\$ 5,869	\$ -	\$ -	\$ 5,869
Due To Developer	2,400	-	-	2,400
Accrued Taxes Payable	122	-	-	122
Due To Other Funds	3,705	-	-	3,705
TOTAL LIABILITIES	12,096	-	-	12,096
<u>FUND BALANCES</u>				
Restricted for:				
Debt Service	-	187,711	-	187,711
Capital Projects	-	-	1,127	1,127
Unassigned:	42,420	-	-	42,420
TOTAL FUND BALANCES	\$ 42,420	\$ 187,711	\$ 1,127	\$ 231,258
TOTAL LIABILITIES & FUND BALANCES	\$ 54,516	\$ 187,711	\$ 1,127	\$ 243,354

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
REVENUES					
Interest - Investments	\$ -	\$ -	\$ 153	\$ 153	0.00%
Special Assmnts- Tax Collector	99,786	-	-	-	0.00%
Special Assmnts- Discounts	(3,991)	-	-	-	0.00%
TOTAL REVENUES	95,795	-	153	153	0.16%
EXPENDITURES					
Administration					
P/R-Board of Supervisors	12,000	1,000	800	200	6.67%
FICA Taxes	900	75	61	14	6.78%
ProfServ-Dissemination Agent	1,000	-	-	-	0.00%
ProfServ-Engineering	1,820	152	-	152	0.00%
ProfServ-Legal Services	5,000	417	2,194	(1,777)	43.88%
ProfServ-Mgmt Consulting	42,000	3,500	3,500	-	8.33%
ProfServ-Property Appraiser	219	-	-	-	0.00%
ProfServ-Tax Collector	329	-	-	-	0.00%
ProfServ-Trustee Fees	7,000	-	-	-	0.00%
Auditing Services	4,000	-	-	-	0.00%
Postage and Freight	500	42	-	42	0.00%
Insurance	6,600	6,600	6,986	(386)	105.85%
Shared Maintenance Costs	9,500	792	-	792	0.00%
Printing and Binding	1,000	83	520	(437)	52.00%
Legal Advertising	1,500	125	-	125	0.00%
Other Current Charges	700	58	23	35	3.29%
Website Administration	1,552	1,552	1,508	44	97.16%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	95,795	14,571	15,767	(1,196)	16.46%
TOTAL EXPENDITURES	95,795	14,571	15,767	(1,196)	16.46%
Excess (deficiency) of revenues					
Over (under) expenditures	-	(14,571)	(15,614)	(1,043)	0.00%
Net change in fund balance	\$ -	\$ (14,571)	\$ (15,614)	\$ (1,043)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)	58,034	58,034	58,034		
FUND BALANCE, ENDING	\$ 58,034	\$ 43,463	\$ 42,420		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
<u>REVENUES</u>					
Interest - Investments	\$ -	\$ -	\$ 788	\$ 788	0.00%
Special Assmnts- Tax Collector	147,637	-	-	-	0.00%
TOTAL REVENUES	147,637	-	788	788	0.53%
<u>EXPENDITURES</u>					
<u>Debt Service</u>					
Principal Debt Retirement	45,000	-	-	-	0.00%
Interest Expense	90,982	-	-	-	0.00%
Total Debt Service	135,982	-	-	-	0.00%
TOTAL EXPENDITURES	135,982	-	-	-	0.00%
Excess (deficiency) of revenues Over (under) expenditures	11,655	-	788	788	6.76%
<u>OTHER FINANCING SOURCES (USES)</u>					
Contribution to (Use of) Fund Balance	11,655	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	11,655	-	-	-	0.00%
Net change in fund balance	\$ 11,655	\$ -	\$ 788	\$ 788	6.76%
FUND BALANCE, BEGINNING (OCT 1, 2023)	186,923	-	186,923		
FUND BALANCE, ENDING	\$ 198,578	\$ -	\$ 187,711		

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending October 31, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>
REVENUES					
Interest - Investments	\$ -	\$ -	\$ 5	\$ 5	0.00%
TOTAL REVENUES	-	-	5	5	0.00%
EXPENDITURES					
TOTAL EXPENDITURES	-	-	-	-	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	-	5	5	0.00%
Net change in fund balance	\$ -	\$ -	\$ 5	\$ 5	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)	-	-	1,122		
FUND BALANCE, ENDING	\$ -	\$ -	\$ 1,127		

**Bonita Landing
Community Development District**

Supporting Schedules

October 31, 2023

Cash and Investment Report
October 31, 2023

<u>ACCOUNT NAME</u>	<u>MATURITY</u>	<u>BANK NAME</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Checking Account - Operating		Truist	0.00%	\$ 12,005 (1)
Checking Account - Operating		Valley	5.12%	42,511
		Subtotal		<u>\$ 54,516</u>
 DEBT SERVICE AND CAPITAL PROJECT FUNDS				
Series 2016 Acquisition & Const Fund		Regions Bank	5.16%	\$ 1,127
Series 2016 Interest		Regions Bank	5.16%	\$ 51
Series 2016 Reserve		Regions Bank	5.16%	\$ 62,415
Series 2016 Revenue		Regions Bank	5.16%	\$ 121,494
Series 2016 Sinking		Regions Bank	5.15%	\$ 46
		Subtotal		<u>\$ 185,133</u>
		Total		<u><u>\$ 239,649</u></u>

(1) Truist Ck Account closing in November

BONITA LANDING CDD

Bank Reconciliation

Bank Account No. 7801 Valley National - Yield Checking GF (NEW)
Statement No. 10-23B
Statement Date 10/31/2023

G/L Balance (LCY)	42,511.19	Statement Balance	44,290.99
G/L Balance	42,511.19	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>	Subtotal	44,290.99
Subtotal	42,511.19	Outstanding Checks	1,779.80
Negative Adjustments	0.00	Differences	0.00
	<hr/>		
Ending G/L Balance	42,511.19	Ending Balance	42,511.19
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
10/24/2023	Payment	2006	JOHNSON ENGINEERING, INC	670.00	0.00	670.00
10/24/2023	Payment	2007	NEWS-PRESS MEDIA GROUP	371.00	0.00	371.00
10/31/2023	Payment	2008	CHRISTOPHER C. APPEGATE	184.70	0.00	184.70
10/31/2023	Payment	2009	ALESSANDRO RIZZOTTI	184.70	0.00	184.70
10/31/2023	Payment	2010	ANDREW W. BRIGNONI	184.70	0.00	184.70
10/31/2023	Payment	2011	RODNEY L. STILL	184.70	0.00	184.70
Total Outstanding Checks.....				1,779.80		1,779.80

BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT

**Payment Register by Fund
For the Period from 10/01/23 to 10/31/23
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
GENERAL FUND - 001								
CHECK # 1532								
001	10/09/23	BONITA LANDING CDD	092123 - 7801	TRANSFER FROM OLD CK TO NEW VALLEY CK	Due From Other Funds	131000	\$60,000.00	
							Check Total	<u>\$60,000.00</u>
CHECK # 1534								
001	10/09/23	EGIS INSURANCES ADVISORS	19557	INSURANCE POLICY 10/01/23-10/01/24	Insurance	545990-51301	\$6,986.00	
							Check Total	<u>\$6,986.00</u>
CHECK # 1537								
001	10/12/23	COLEMAN, YOYANOVICH & KOESTER, P.A.	52	Professional Fees through 09/19/2023	ProfServ-Legal Services	531023-51301	\$105.00	
							Check Total	<u>\$105.00</u>
CHECK # 1538								
001	10/12/23	JOHNSON ENGINEERING, INC	2	Professional Services through July 31, 2023	ProfServ-Engineering	531013-51301	\$225.00	
							Check Total	<u>\$225.00</u>
CHECK # 1539								
001	10/12/23	INFRAMARK LLC.	97053	MAY 2023 MGMT FEE	ProfServ-Mgmt Consulting	531027-51301	\$3,500.00	
001	10/12/23	INFRAMARK LLC.	97053	MAY 2023 MGMT FEE	MAY 2023 MGMT FEE AGENDA BOOKS	547001-51301	\$75.00	
001	10/12/23	INFRAMARK LLC.	97053	MAY 2023 MGMT FEE	MAY 2023 MGMT FEE COPIES	547001-51301	\$330.82	
001	10/12/23	INFRAMARK LLC.	97051	APRIL 2023 MGMT FEE	ARIL 2023 MGMT FEES	531027-51301	\$3,500.00	
							Check Total	<u>\$7,405.82</u>
CHECK # 2005								
001	10/24/23	INFRAMARK LLC.	101249	SEPTEMBER 2023 MGMT FEES	ProfServ-Mgmt Consulting	531027-51301	\$3,500.00	
001	10/24/23	INFRAMARK LLC.	101948	Variable Charges for the Month of: September 2023	Printing and Binding	547001-51301	\$58.32	
001	10/24/23	INFRAMARK LLC.	101948	Variable Charges for the Month of: September 2023	Postage	541010-51301	\$248.52	
001	10/24/23	INFRAMARK LLC.	97054	JUNE 2023 MGMT FEE	JUNE 2023 MGMT FEE	531027-51301	\$3,500.00	
001	10/24/23	INFRAMARK LLC.	98470	JULY 2023 MGMT FEES	JULY 203 MGMT FEES	531027-51301	\$3,500.00	
001	10/24/23	INFRAMARK LLC.	98470	JULY 2023 MGMT FEES	JULY 2023 MGMT FEES AGENDA BOOKS	547001-51301	\$75.00	
001	10/24/23	INFRAMARK LLC.	98470	JULY 2023 MGMT FEES	JULY 2023 MGMT FEES COPIES	547001-51301	\$23.14	
001	10/24/23	INFRAMARK LLC.	98470	JULY 2023 MGMT FEES	JULY 2023 MGMT FEES GoDaddy- Email Setup- \$1,507.6	549936-51301	\$1,507.68	
001	10/24/23	INFRAMARK LLC.	99982	AUGUST 2023 MGMT FEES	ProfServ-Mgmt Consulting	531027-51301	\$3,500.00	
001	10/24/23	INFRAMARK LLC.	99982	AUGUST 2023 MGMT FEES	AUGUST 2023 MGMT FEES COPIES	547001-51301	\$16.38	
							Check Total	<u>\$15,929.04</u>
CHECK # 2006								
001	10/24/23	JOHNSON ENGINEERING, INC	3	Professional Services through August 31, 2023	ProfServ-Engineering	531013-51301	\$670.00	
							Check Total	<u>\$670.00</u>
CHECK # 2007								
001	10/24/23	NEWS-PRESS MEDIA GROUP	0005863269	LEGAL AD 8/3/23	Legal Advertising	548002-51301	\$371.00	
							Check Total	<u>\$371.00</u>
CHECK # 2008								
001	10/31/23	CHRISTOPHER C. APPEGATE	PAYROLL	October 31, 2023 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>
CHECK # 2009								
001	10/31/23	ALESSANDRO RIZZOTTI	PAYROLL	October 31, 2023 Payroll Posting			\$184.70	
							Check Total	<u>\$184.70</u>

BONITA LANDING COMMUNITY DEVELOPMENT DISTRICT

**Payment Register by Fund
For the Period from 10/01/23 to 10/31/23
(Sorted by Check / ACH No.)**

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 2010							
001	10/31/23	ANDREW W. BRIGNONI	PAYROLL	October 31, 2023 Payroll Posting			\$184.70
						Check Total	\$184.70
CHECK # 2011							
001	10/31/23	RODNEY L. STILL	PAYROLL	October 31, 2023 Payroll Posting			\$184.70
						Check Total	\$184.70
						Fund Total	\$92,430.66

Total Checks Paid	\$92,430.66
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Grau & Associates

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November 10, 2023

To Board of Supervisors
 Bonita Landing Community Development District
 210 N. University Drive, Suite 702
 Coral Springs, FL 33071

We are pleased to confirm our understanding of the services we are to provide Bonita Landing Community Development District, City of Bonita Springs, Florida ("the District") for the fiscal year ended September 30, 2023. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Bonita Landing Community Development District as of and for the fiscal year ended September 30, 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's 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. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Our fee for these services will not exceed \$4,200 for the September 30, 2023 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

Grau & Associates and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. Grau agrees and acknowledges that the District is a public employer subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. If the District has a good faith belief that the Grau has knowingly hired, recruited or referred an alien who is not authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor performing work under this

Agreement knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify Grau and order Grau to immediately terminate the contract with the subcontractor. Grau shall be liable for any additional costs incurred by the District as a result of the termination of a contract based on Grau's failure to comply with E-Verify requirements evidenced herein.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Bonita Landing Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates

Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Bonita Landing Community Development District.

By: _____

Title: _____

Date: _____



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



Peer Review
Program

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

February 20, 2020

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 February 20, 2020, 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, 2022. 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
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202