

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT



MEETING AGENDA

DECEMBER 16, 2021

PREPARED BY:

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

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FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

December 9, 2021

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 will be held on **Thursday, December 16, 2021, 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/onstage/g.php?MTID=e61dbd36b2477a4dc88e543b0f0acedf9>

Access Code: **2347 533 1597**, Event password: **Jpward**

Phone: **408-418-9388** and enter the access code **2347 533 1597** to join the meeting.

Agenda

1. Call to Order & Roll Call.
2. Public Comments for NON-Agenda items. (Limited to three (3) minutes) Individuals are permitted to speak on items on the agenda during that item and will be announced by the Chairperson.
3. Consideration of Minutes:
 - I. November 18, 2021 – Regular Meeting
4. Consideration of **Resolution 2022-1**, A Resolution of the Board of Supervisors of the Flow Way Community Development District approving the execution and delivery of an application to the South Florida Water Management District requesting a transfer of the existing Water Use Permit from Taylor Morrison to the District; (i) authorizing the District Manager to sign or execute such additional application documents as are necessary or required in connection with obtaining further approvals of any modifications to the water use permit.
5. Staff Items
 - I. District Attorney – Woods, Weidenmiller, Michetti, & Rudnick.
 - a. *Arbitration Hearing - January 18, 2022, at 9:30 a.m.*
 - II. District Engineer – Calvin, Giordano & Associates
 - III. District Manager – JPWard & Associates, LLC
 - a. Discussion of Future Operating Plans (Consideration of CGA Proposal)
 - b. Financial Statements for period ending November 30, 2021 (unaudited)

6. Old Business –
 - I. Agreement with Master Homeowner’s Association.
 - II. Future Funding of Preserve Mitigation and Maintenance

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

8. Announcement of Next Meeting – January 20, 2022.
Quorum Call for January 20, 2022
 - Zack Stamp,
 - Ronald Miller
 - Tom Kleck
 - Martinn Winters
 - Bart Bhatla

9. Adournment

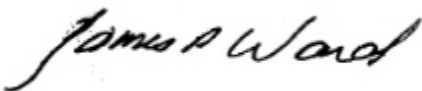
Staff Review

The third order of business is the consideration of the November 18, 2021, Regular Meeting Minutes.

The fourth order of business is consideration of business is is consideration of **Resolution 2022-1**, which authorizes and approves the transfer of the Water Use Permit from Taylor Morrison to the District. Taylor Morrison is currently the owner of the Water Use Permit for the Esplanade Golf and Country Club. Because the District is the operating entity for the on-site Irrigation System, it is necessary for the District to receive and become the owner of the Water Use Permit through a Water Use Permit Transfer Application made to the South Florida Water Management District.

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

Yours sincerely,
Flow Way Community Development District



James P. Ward
District Manager

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

10 The Regular Meeting of the Board of Directors of the Flow Way Community Development District was
11 held on Thursday, October 21, 2021, 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
Tom Kleck	Assistant Secretary
Bart Bhatla	Assistant Secretary

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Absent:

Martinn Winters	Assistant Secretary
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Also present were:

James P. Ward	District Manager
James Messick	District Engineer
Jessica Tolin	District Counsel
Mike Conner (ph)	

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Audience:

Ed Staley
Dave Boguslawski

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

**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

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

SECOND ORDER OF BUSINESS

Consideration of Minutes

September 16, 2021, Regular Meeting Minutes

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

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53 **On MOTION made by Mr. Tom Kleck, seconded by Mr. Bart Bhatla,**
54 **and with all in favor, the September 16, 2021, Regular Meeting**
55 **Minutes were approved.**

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57 **THIRD ORDER OF BUSINESS** **Consideration of Amendment**

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59 **Consideration of the amendment to the Professional Services Auditing Agreement between the**
60 **District and Grau and Associates, dated September 5, 2019**

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62 *Mr. Jim Ward: We have an agreement with Grau and Associated who handles the audit for this District.*
63 *We did an agreement for five years with the company beginning with the 2019 Audit. They have*
64 *requested a fee increase for the remaining term of their contract for 2021, 2022 and 2023. The price is*
65 *increased basically \$1,000 dollars per year, from \$4,500 dollars to \$5,500 dollars, etc., on down the line.*
66 *I am seeing these consistently in some of my CDDs this year, obviously due to the workforce problems*
67 *that many firms are having, including auditing and professional firms. The firm is very good. I would*
68 *recommend that we accept the amendment to the agreement and authorize the increase in their fee*
69 *structure.*

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71 *Mr. Ron Miller: Do not take this as me being opposed, but did I hear you say they are under contract?*

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73 *Mr. Ward: Yes, sir.*

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75 *Mr. Miller: If we don't approve the new rate, what happens?*

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77 *Mr. Ward: They won't want to do the audits.*

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79 *Mr. Miller: Yeah, but if they are under contract, don't they have to do the audits?*

80
81 *Mr. Ward: Yeah, I don't remember this agreement very well. I'm sure there is a termination provision by*
82 *either party. I'm looking for it.*

83
84 *Mr. Miller: \$1,000 dollars isn't a lot of money, but I guess it does rub me a bit wrong that when you have*
85 *a contract, and somebody just wants to negate it.*

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87 *Mr. Ward: Under normal circumstances Ron I would say I agree with you, let's just terminate and move*
88 *on, but as I said, not only auditing contracts, but other contracts, I've just seen vendor price changes due*
89 *to basically workforce problems this year. As I said, their firm is a very good firm and does good work.*
90 *Even if we re-bid it, I'm sure their fee would go up to the numbers they said. Trying to hold them to their*
91 *fee is difficult, and we do have a termination provision by the District for any reason on 10 days' notice.*
92 *They don't get the same provision in the contract, but other than that, that's the only termination*
93 *provision we have.*

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On MOTION made by Mr. Tom Kleck, seconded by Mr. Bart Bhatla, and with all in favor, the amendment to the Professionals Services Auditing Agreement was approved.

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99 **FOURTH ORDER OF BUSINESS**

Staff Items

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101 **I. District Attorney – Woods, Weidenmiller, Michetti, & Rudnick**

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103 **a. Updates on Notice 558**
104 **b. Update on Litigation experts and upcoming depositions**
105 **c. Arbitration Hearing - January 18, 2022, at 9:30 a.m.**
106 **d. Proposed meeting to discuss lakes with County representative**
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108 *Ms. Jessica Tolin: So, with respect to the 558 Notice, their deadline to respond, meaning Taylor Morrison's, is November 1, 2021. We still have not received any formal response to the 558 Notice. All that really means is that we kind of checked that box as a prerequisite if we wanted to move forward with claims related to the lake construction, and so we will plan to amend the complaint accordingly, assuming that there is no response received by then. If there is, then we will circulate it and go from there.*

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115 *Ms. Tolin: With the next item, litigation experts and upcoming depositions, just so you are all aware, they have requested the deposition of the corporate representative of the CDD. Zack is going to be the corporate representative. That deposition is going to be November 15. They have also requested the CDDs Engineer's deposition which, that's James Messick. His deposition will be the next day, November 16. Then they've also requested to take Jim's deposition which will be the first week of December. We also have Tim Hall's continued second day of his deposition that will be November 3. That is going forward as well. With respect to experts, as you all know Tom Conrico (ph) is currently an expert working for the CDD. We are also looking into an environmental engineering expert as well and still waiting to obtain some information on that.*

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125 *Ms. Tolin: The next item, arbitration hearing, that's just so everyone is aware that's up and coming. That will be January. The last item I'll direct over to (indecipherable).*

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128 *Mr. Stamp: But before you do that, what kind of update can you give us on the HOA and them joining the lawsuit or on timing?*

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131 *Ms. Tolin: They are still, as far as I know, trying to get a date for their hearing on their motion that's currently pending which would have them assert cross claims against Taylor Morrison and once that's set, we will let you know. They are also looking into some of the 558 issues. We haven't seen their 558 letter go out yet, but I understand it's underway.*

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136 *Mr. Kleck: Would you explain the 558 issues?*

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138 *Ms. Tolin: 558 is the Chapter of the Florida Statute that pertains to construction defects. We had sent one out with respect to the lakes and the construction that was done with respect to particularly Lake 11 based on some of the surveys. So, they have that, as well as the report Calvin Giordano did related to the fence and other items.*

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Mr. Stamp: You sent the letter and they have so many days to either correct the defect, or deny the defect?

Ms. Tolin: Correct. Once they get the notice, they have 30 days to conduct an inspection if they would like to do that. They have 45 days from the notice to provide a response. If no response is received, we can then proceed with bringing claims related to the construction defects in the litigation. It's really a prerequisite that has to happen before you move forward with that.

Mr. Kleck: And how many days have we been on the clock?

Ms. Tolin: Their deadline will be November 1. After that we can move forward.

Chairperson Stamp: Bart, you want to talk about the meeting with the County?

Mr. Bart Bhatla: We had requested copies of the (indecipherable). We essentially requested the probation which was (indecipherable)through the handover. Their position was that Taylor Morrison complied with all the (indecipherable) that they had pointed out by the end of the year. They did not give us any documents. They said the documents were on site. They (indecipherable), so I asked Tom if he could go on the site and review the documents. We are aware that (Indecipherable) or could be prepared for Taylor Morrison by Waldrop. They did not give us any indication of there being (indecipherable).

Discussion ensued regarding the meeting with the County, much of the conversation was (indecipherable).

Mr. Bhatla: They also (indecipherable) related to (indecipherable), and they found that Taylor Morrison complied, so they basically released the bond. So, actually we left there (indecipherable) the document, then compare the deficiencies whether they were addressed by the county or not. Number two we talked about the blockage of the pipes because that would be operationally cheap, and County said that they did not pay any attention to it, but they said that if there (indecipherable) it would be a violation of the code, and the procedure is that we would have to approach the County and plead essentially that there are blockages and they would do an investigation and then issue a report. And of course, the report would go to the owner of the facility who was affected by this. It means that we have to go back to Taylor Morrison; however, the important issue here is, if we want a document to present to Taylor Morrison, that they are in violation of the code, then I think we will have to go to the County. There is a procedure that basically (indecipherable). That was essentially the conclusion.

Mr. Kleck: Is the County's report of the deficiencies that they found when they inspected? Are there documents that we are asking for?

Mr. Bhatla: As I understand, and this is previous information through the HOA that I was involved in, the County inspector had inspected and pointed out the deficiencies to the builder. The County did not have a document. They indicated to me that that was being prepared by their (indecipherable). So, we need that report, and it is kind of up in the air if there is a report or not. The County doesn't find it. (Indecipherable) the impression I had was it was going to be

189 (indecipherable). But the County just said (indecipherable) etc. etc.. I think we have to look for the
190 documents.

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192 Chairperson Stamp: These items, most of them, will have been repaired, particularly the pikes and
193 the blockage. What recourse does the County have if they all of a sudden say gee, you're right,
194 they didn't. They can't take back the bond if they released them.

195

196 Mr. Bhatla: The County's position is that they examine, and they send to us about any code
197 violation, and they did not – it just got away from them – they did not look into it any further. We
198 said to them if we present you with evidence what would be the outcome. They said we would
199 have to go through the process and if it's a code violation; however (indecipherable), if it was so it
200 would be a code violation. And then the owner, in this case is us, we would have to rectify it, but if
201 we want that evidence to be presented then (indecipherable).

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203 Chairperson Stamp: We would just have to add it to our list of what we are suing them over for
204 damages. The County was not going to do anything.

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206 Mr. Bhatla: No, the County is not going to do anything. In fact (indecipherable).

207

208 Chairperson Stamp: Okay, so you're going to gather the documents and then we will talk about
209 this again.

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211 Mr. Bhatla: Yes, I've asked Tom to pull the documents together, what the County has approved,
212 what (indecipherable).

213

214 Mr. Ron Miller: Without asking for any of the details, has anyone made contact with the Corps of
215 Engineers yet? Are they in the picture?

216

217 Ms. Tolin: We had sent at least two, and possibly even three, letters trying to followup with the
218 Corps at various times and just have not received any response from them one way or the other.
219 I'm not sure about if anyone else has followed up separately, outside of our office as of this time,
220 but we have not gotten a response.

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222 Chairperson Stamp: It's the whole desire that once the HOA joins the lawsuit, we can use that as
223 an impetus to go back to them and say, okay, things have changes from the last time we contacted
224 you and put it in front of them again. In a little bit we are going to be talking about some
225 budgetary items that might get their attention too. We will revisit that.

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227 II. District Engineer - Calvin, Giordano & Associates

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229 a. Preserve Tree Removal Process

230 b. Stormwater System Repairs

231 (i) Broad Crested Weir

232 (ii) Sediment and Debris Removal

233 (iii) Update to correspond to report

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235 Mr. James Messick: (audio dropped for 30 seconds). --pages 1 and 2 in the strategic operational
236 plan, for item number 1, the preserve tree removal, I have Michael Conner from our office who

237 *did the initial inspection and prepared a draft report which I have attached in the appendix of my*
238 *report. He asked Mr. Conner to review the draft report.*

239
240 *Mr. Michael Conner: In preparation for this meeting, I have prepared a draft report which is*
241 *included in your agenda packet. At the beginning of last month, I visited the site and started to*
242 *examine and analyze the dead or hazardous types of trees that are around the perimeter of the*
243 *preserve areas that could pose a hazard if they were to fall during a storm event or for natural*
244 *reasons. What you see is identified. I inspected approximately 128 trees, and there is a map we*
245 *are developing which kind of shows where those trees are located. The report describes that as*
246 *well. I prioritized the risk factor if you will for each of the locations, with one start being lowest*
247 *risk, primarily pedestrian nature trail where it is just the occasional person going by. A 2-star*
248 *rating would be something more along the back of a house, back of a screened enclosure, close*
249 *to the pickle ball courts, the public sidewalk, sidewalks within the communities, that sort of*
250 *thing. A 3 star would be the highest risk and those were trees located along the golfcart path*
251 *and the public sidewalk out along Immokalee. There are a few trees out there which could fall*
252 *over that sidewalk as well. If you look at grouping the 2- and 3-star, highest risk trees, it comes*
253 *out to approximately 30 trees, and the remaining 98 trees which were primarily around the*
254 *nature trail and pedestrian trail around the project. The map kind of indicates the highest*
255 *concentration of those 1-star trees are in the northeast/north section of the pedestrian trail*
256 *which goes around the development and then it's more sporadic as you go around to the*
257 *northwest and the west side. The next steps would be to determine what action the Board*
258 *wants to take. If you want to designate, or recommend some funds to be expended, roughly*
259 *about \$32,000 for all of them at once, or you could phase it and the logical first phase would be*
260 *to do the 2 and 3 star rated risk level, or it could be somewhere in between. Once that's*
261 *determined, we will finalize the report, we will make that a better-quality map, we will that to*
262 *the South Florida Water Management District Staff for them to review and approve, and we will*
263 *get prices from three local contractors that can go in and cut the trees down. Most of them*
264 *would stay in place if they fell and were staged in the preserve areas. When they cut them, if*
265 *they fall outside the preserve area into a maintained landscape area, of course, we would cut up*
266 *the trunks and pull them out of there. We have an estimated price per tree based on previous*
267 *work we have done in similar situations in developments, so that could obviously depend on the*
268 *actual bid. It could be more, it could be less, but we think this is a pretty conservative number of*
269 *the per tree price that we can work with.*

270
271 *Chairperson Stamp asked if there were any questions; there were none.*

272
273 *Mr. Messick: We should move forward with the highest rated trees?*

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275 *Chairperson Stamp: We are going to talk about the Budget in a little bit. We may ask you to*
276 *divide and prioritize the trees further. Some of those trees may be standing for –*

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278 *Mr. Messick: I wanted to make sure we have some direction.*

279
280 *Chairperson Stamp: That's the direction we will want to take; take care of the immediate*
281 *dangers, but some of those we may leave standing.*

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283 *Mr. Messick: The second item two major improvements for our stormwater management*
284 *system. As I mentioned in the last Board Meeting, we have taken the report that had*

285 *recommendations for improvements and immediate actions we identified as phase 1 were the*
286 *broad crested weir and phase 2 sediment debris removal. We are currently constructing the*
287 *broad crested weir. I visited the site this morning. Unfortunately, we got there (indcipherable)*
288 *but they should really finish this week. Tomorrow (indcipherable). I have noted a percentage of*
289 *completion. They are following the schedule that (indcipherable). Phase 2 is at the very tail*
290 *end. They've identified the drainage structures that they've cleaned, including the outfalls and*
291 *pipes. They still have four structures left to clean and they told me by the 29th, next Friday they*
292 *will have a report and invoice for (indcipherable).*

293

294 *Chairperson Stamp: We are leaving the ones that are 25% or less alone for right now.*

295

296 *Mr. Messick: Correct. The last item is the operational plan. We kind of explained the process*
297 *for the District and that's to provide a safe and useful (indcipherable) and it is a continuous*
298 *process over time. Although I think the structure will deteriorate, (indcipherable). An example*
299 *is just the phase 1 weir project. Planning a long-term strategy for infrastructure operations and*
300 *maintenance cost is the first step. We prepared a (indcipherable) which will start this process*
301 *for the Flow Way CDD. The work will include preparations of CDD maps, the viewing*
302 *documentation share point file, (indcipherable), CDD asset inventory (indcipherable) and*
303 *preparation of a CDD budget report. This shall be completed by what Engineering and*
304 *Construction (indcipherable). Much of Mr. Messick's statement was (indcipherable).*

305

306 *Chairperson Stamp: We are going to come back to that topic shortly. It is a little bit more*
307 *detailed. If anybody has any questions or comments now, we will take them. There were no*
308 *questions or comments.*

309

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

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312 **a. Discussion of Future Operating Plans (Consideration of CGA Proposal)**

313 **b. Financial Statements for period ending September 30, 2021 (unaudited)**

314 **c. Financial Statements for period ending August 31, 2021 (unaudited)**

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316 *Mr. Ward: What I would like to do with the Board, to help you better understand and help the*
317 *residents better understand where we are, our fiscal years are from October 1 through September*
318 *30 of the next year. We just started what we call fiscal year 2022. That will run through*
319 *September 30 of next year. The year that we just ended, we had a net loss in our operations of*
320 *roughly \$20,000 dollars. That was a contemplated net loss that we anticipated primarily due to*
321 *the litigation we are in. We used a significant portion of our cash to anticipate the expenses*
322 *coming as a result of litigation, and specifically to ensure that we did not raise our assessments in*
323 *2021. Going into 2022, the year we are currently in, we anticipate that we will reduce our cash*
324 *reserve that now stands at \$345,000 dollars approximately. That will get reduced down to*
325 *\$190,000 dollars going into September of next year. That is due to understanding what our*
326 *litigation costs will or are anticipated to be for the current year. That entails some amount of*
327 *money, roughly \$200,000 dollars that we have in our current year budget for operations. The*
328 *existing operations of the CDD were anticipated to be the items that the homeowner's association*
329 *is currently maintaining, our stormwater management system, the reuse system within the*
330 *community and the entranceway buffer landscaping. At this point in time, already where we are in*
331 *2022, we have committed approximately \$95,000 dollars of that \$200,000 dollars for unplanned*
332 *work that we did not know about when we prepared the original 2022 budget. That is the cleaning*

333 of the stormwater pipes that Mr. Messick just mentioned to you, and the repair to the weir
334 structure for this community. We also know that the homeowner's association has some desire for
335 the District to take on the operations of its stormwater system and the other two assets we will be
336 in discussion with them about. So, going into 2022, knowing that we have already spent \$95,000
337 dollars, knowing that we are going to have some amount of expenditures for operations, 2023 is
338 going to be a very difficult year. One of the things I want to point out, the operating budget that
339 we have in place for our operations was done 2 years plus ago, and it was information provided to
340 me by the homeowner's association at the time, which was obviously Taylor Morrison. I think
341 what we are all learning, both the existing homeowner's association and the CDD, is that
342 information, that financial information, needs a lot of help at this moment in time. It just is not
343 right. So, a significant part of what we need to do going into this coming year, is to take a look at
344 all of our District's assets, the proposal that Jimmy just mentioned. We need to know what we
345 own, how many lakes we have, where all of these pipes are, all of this landscaping; we need to
346 create a real-life budget for all of these assets. That's what this proposal is going to do, and we
347 need to value these assets, so we understand what our program is going to be going into 2023.
348 The hard part, and this is where the rubber hits the road, although our budget starts October of
349 next year, we have to back up to probably February or March to start the preparation of this
350 budget. By law, I am required to submit a budget to you by June 15th of next year. In order to do
351 that I need to prepare a budget at least 3 months in advance of that date. You are required to
352 approve it no later than essentially August 31, under the law. In reality, those dates are too late in
353 the game because we must certify our tax rolls by that date and it takes a month to get that done,
354 plus it takes a couple of months to get through this process. The plan, what I'm suggesting to you
355 is that we plan now by authorizing Calvin Giordano to do the work that is needing to be done for
356 2023 in terms of these assets. So, we will have a better understanding of our budget by March or
357 April of next year. That will tell us how much the assessments are going to go up in 2023. Realize
358 that they will have to go up in 2023 because we are using existing cash in order to fund the existing
359 operation. Our cash balance will drop to a point that we will have no more available cash to use
360 going into 2023 which then automatically drops your budget at least \$150,000 dollars for the 2023
361 fiscal year. That's basically where we are going into 2023 and the timelines in order to do all of
362 this project, and the problems that I think we are seeing now in terms of preparing our budget,
363 understanding what we have in terms of the operating requirements for the assets we own, and be
364 able to come up with a plan necessary to understand that. It is going to be difficult going into
365 2023 and 2024 knowing what we are doing because it clearly is changing on a regular basis, but
366 this will be a good start for us going into 2023.

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368 Mr. Bhatla: Who is in charge of the spreadsheet? Itemizing all these items.

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370 Mr. Ward: That would be my office and the professional team, but primarily me.

371

372 Mr. Bhatla: (Indecipherable).

373

374 Mr. Ward: No, because in order to do what I need to do, I need the engineer's information in order
375 to prepare the budget, and to do his work is 2 to 3 months, probably 2 months' worth of work in
376 order to get me a document in sufficient form, so I can do your budget for 2023. So, we are
377 basically November 1, end of January I will get something, a month for me to get it out the door
378 and start your process in March at the latest.

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380 Mr. Bhatla: (Indecipherable).

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Mr. Ward: Him. Only him.

Chairperson Stamp: Talk to Jim because he's got the past years' budgets and comparisons and can give you a historical look at what we've done.

Mr. Miller: I think I get the big picture Jim has presented to us, and I think we should give him our full support and do what he asks. But a couple of details, we are going to have to do the statutory requirement of informing the residents about an increase in the levy rate, so that needs to be thrown into the hopper. Having said that, I would like to kick around the thought of, even though we wouldn't need to use it all, increasing the sufficient amount that we wouldn't be going back year after year with the same requirement, and every time you do it should probably alarm at least a handful of residents who are going to be asking a lot of questions. Is there a way we can maybe do enough of this at one time so we wouldn't have to repeat the process for a few years? Is that possible?

Mr. Ward: Yes, sir, that is exactly the plan.

Mr. Miller: Paying for the maintenance of the preserves – should that be in the budget, should we pay for it? Should we advise Taylor Morrison and the Corps of Engineers that we are not paying for it? Should we put it in the budget and raise the cash just in case but not spend the money? I guess I would add to those comments to kick around, when we are talking about the preserve budget, there is in the Corps documents a requirement for mitigation up to a certain point, the 4% or whatever, and once you've reached that level, in order to obtain that approval and sign off by the Corps in South Florida, they have to be maintained 3 consecutive years. The last time we talked about this, I think there was at least part of this that had to be started over because it failed in one of those years and we were starting that process anew. When we get to thinking about whether we are going to pay for the preserves and then go after Taylor Morrison for some more money, or just say no we are not going to do it and let the chips fall where they may. We certainly can go after Taylor Morrison. We might not be successful, but we can go after them if the 3-year test fails and has to start over. If we allow or cause the 3-year period to happen, are we shooting ourselves in the foot in that regard, or if we fail the 3-year test? If we don't maintain the preserves in the year 2022, and somebody comes in and says we don't like it, you failed, so you start over in 2023 and so you go out and spend some money and start over again. Is it really a money issue in that respect? Or is it simply 3 more years that we don't care about? I just want to get these thoughts on the table because we are talking maybe a quarter of a million dollars on the preserves every year, and Martinn is not on the phone, but we kind of think alike, and we don't want to pay for it. That's where my big picture thought is.

Chairperson Stamp: Let me summarize this a little bit, some things we've got to think about, and this is going to require a lot more discussion Ron. The lawsuit is very unlikely to be approved in time to be incorporated into the 2023 budget. We are just not going to know. So, we have zero dollars coming in on that. That's going to be nothing but a mouthful of cash, so that's one. Two, the maintenance of the preserves, as you mentioned Ron, we have to seriously step back and look at two ways: one, do we want to fund them at all, or do we want to say we are going to put \$100,000 in? We are not going to put \$250,000 dollars in, and what does that do to the Corps, or what does that do to Taylor Morrison if anything? I think that's just a discussion we are going to have to have. We have asked counsel before to weigh in on it. I won't ask them to do it today, but

429 *probably at the next meeting, what they think the ramifications of not funding the preserves, or*
430 *funding the preserves at a lower level, but that's something that is going to have to be seriously*
431 *put on the agenda. The canceling of the HOA contract, which we are going to do in a little bit here,*
432 *as Jim indicated, it's not known out there because nobody trusts Taylor Morrison's numbers. We*
433 *don't know what we don't know about what's going to break next or what we didn't anticipate.*
434 *That's going to be an unknown cost which hopefully will clear up over time. The next item is*
435 *fencing of the preserves. The permits say we have to fence it, but does fencing mean fence laying*
436 *on the ground, do we need a couple gates up, what's that mean? That's \$180,000 dollars. It may*
437 *get deferred for a long time, forever. Banks, lakes and littoral, pipes, that's another issue which*
438 *goes back to Jim's plan and the overall what we still don't know is out there. I just wanted to*
439 *communicate that the next budget is going to be a mess and is going to require some pretty hard*
440 *decisions by this Board, and we are going to have to make them fairly soon.*

441

442 *Mr. Miller: Zack, I think you and I are saying the same thing in different ways.*

443

444 *Chairperson Stamp: In my mind we have basically three things, one, we have to protect the*
445 *residents from falling trees and flooding lakes and those kinds of things, we have to protect*
446 *infrastructure and we've got to do it in a way that's affordable. Not cheap, but affordable. Those*
447 *would be the three things I'm going to be looking at as we move forward. Again, Ron, I think we've*
448 *kind of been on opposite sides in the past about funding the preserves or not funding it, in nuanced*
449 *ways, but I think (indecipherable). What are you going to do about it? But at some point, we are*
450 *going to have to cross that bridge. We may say we are going to fund it fully and raise the rate.*
451 *That's not out of the realm of possibility. It's certainly an option. Jim and I have been talking*
452 *about this for a couple of months.*

453

454 *Mr. Kleck: When do we have to have these discussions? We need to have them sooner than later.*

455

456 *Chairperson Stamp: Jim has to present a budget to us by June 15 and I think it would be handy for*
457 *him to know a couple of months in advance what we are planning on doing. But he has got to wait*
458 *on the Engineering Report to –*

459

460 *Mr. Ward: My plan was to actually start your budget process in May of next year, but in order for*
461 *me to get to that date, I need Jimmy's work which is 60 days and 30 days, so (indecipherable) but*
462 *May is the drop-dead date. I have to start this process. Once you approve this budget, we have a*
463 *public hearing to get to in 60 days after that, but the key to that public hearing is we have to mail*
464 *notice to all residents this year on what the assessment rate is going to be for next year. That's 60*
465 *days' worth of work to get that out the door and to residents, set up a location that will house a*
466 *big enough space to hold the residents and hold a public hearing to do that. It might seem like a*
467 *long time, but it's a tight schedule from right now.*

468

469 *Chairperson Stamp: We might be having these conversations in February or March to help you get*
470 *ready to do it in May.*

471

472 *Mr. Ward: Right.*

473

474 *Mr. Bhatla: (Indecipherable).*

475

476 *Mr. Ward: The items of uncertainty which we have which are the subject of the CGA Report, there*
477 *is no way for me to actually figure out what the number really is. Everything I have in the existing*
478 *budget, other than the operations, that's easy. I can do that tomorrow, but in order to get the real*
479 *number, which is the big part of your budget, which is the assets, we have to go through this*
480 *process to get him to prepare this report. Then I can prepare the rest of it in relatively quick order*
481 *for you.*

482
483 *Chairperson Stamp: We know what the administrative costs are going to be, we know what the*
484 *Board costs are going to be, or within a few dollars, so it's the unknowns out there –*

485
486 *Mr. Kleck: Do you not have a history of the maintenance schedules since Taylor Morrison took over*
487 *this neighborhood?*

488
489 *Mr. Ward: No. I have no clue. The HOA was never required under the existing agreement and to*
490 *this day, the HOA is not required to supply us with financial information on what they are spending*
491 *on our component parts. I would seriously doubt they even keep that level of a number. The*
492 *bigger issue is, I'm not confident in those numbers. I don't think anybody is confident in those*
493 *numbers. I hear from the HOA they are not confident in those numbers. I can clearly tell you I'm*
494 *not confident in numbers that were prepared 2 years ago, not by me, but by the prior HOA people.*
495 *I would be much happier if we had a correct report to deal with a long term look at what we need*
496 *for our operations. Not going back to this well every single year. We need this level of*
497 *information.*

498
499 *Chairperson Stamp: Keep in mind, even if we had perfect number, if we had totals, Taylor*
500 *Morrison didn't ever do any maintenance. We know what they've spent on fencing for the past 6*
501 *years is probably zero. We know what they've spent on cleaning the pipes is probably zero.*

502
503 *Mr. Ward: A good point is these \$95,000 dollars we just spent cleaning out drainage structures.*
504 *That's a yearly ongoing program which should be done in a community of this size. It's just normal*
505 *maintenance. It just wasn't done. So, even if I had them, I wouldn't trust them.*

506
507 *Mr. Bhatla: (Indecipherable). I'd like to be involved in that to see what's going on.*

508
509 *Mr. Messick: We will have inspectors and construction department members come out, walk the*
510 *assets, document the assets, provide an assessment of the assets, and then that will give us a base*
511 *for quantity (indecipherable).*

512
513 *Mr. Bhatla: (Indecipherable).*

514
515 *Mr. Messick: We are starting from ground zero.*

516
517 *Chairperson Stamp: In a minute, we will authorize him to do that.*

518
519 *Mr. Messick: Each month I will include in my report on what I'm doing, an update.*

520
521 *Mr. Ward: The only thing I need from you is a motion to approve the agreement with Calvin*
522 *Giordano & Associates as Mr. Messick had identified for you.*

523

On MOTION made by Mr. Tom Kleck, seconded by Mr. Bart Bhatla, and with all in favor, the Agreement with Calvin Giordano & Associates was approved.

FIFTH ORDER OF BUSINESS**Old Business****I. Agreement with Master Homeowner's Association and District**

Chairperson Stamp: Dave Boguslawski and I have had discussions. I think it is our agreement that the CDD will terminate that contract given the required 30 days' notice and that should give about 75 days' notice. We will terminate it effective December 31, and so there is some certainty we can start moving on our side, the CDD's side, to assume the functions. I would say, because we are a government entity subject to Florida ethics and bidding laws and requirements, we can't simply go ahead and assume their contracts. We may be able to do that, but there are going to be some hoops we have to jump through since we are a public body, so this 75 plus number, between now and December 31, that gives Jim the time to do that, to give the HOA some certainty. I would take a motion to terminate that contract.

Mr. Kleck: The list of things that we are going to take over for the HOA, do we already have this?

Mr. Ward: I have a general idea. I know the assets we need to take over. Clearly, we know that. The question will be what's the scope of services, how much is this going to cost, things like that. We are going to use the existing vendor contracts as a base with which to start with, and we will either use those existing contracts or enter into new contracts once we figure out what the real scope is over the next 60 days.

Mr. Kleck: Will the CDD be reimbursed by the HOA for these?

Mr. Ward: No, there is no intent for the CDD to be reimbursed.

Mr. Kleck: Does the HOA have a fund?

Mr. Ward: I think the HOA is –

Mr. Miller: You mean there is no intention of the CDD to reimburse the HOA?

Mr. Boguslawski: We had agreed a year ago that you were going to budget for it, we were not. For it being the cancellation of the services. So, we have nothing in our budget. I will also connect it with what Jim said earlier, which is we all have a clean slate of paper that we've got to figure out what's on it. Whether it's still right or not, because we inherited it from Taylor Morrison. Whatever they did in fact. And the records of transfer weren't clean. Boxes of paper documents, we went and picked them up, 15 or 20 boxes, and we've been having trouble, and now that Troon are managing the place they've done a good job of organizing and recategorizing them. I think the approach is in the suggesting let's start with what the property is and let's start with what the requirements are that we must do, and let's work with the appropriate people to help us with that, and then figure out if we have options and let's identify what the options are and proceed. I tell you the consideration that we had was at one point Jim was saying maybe we should just take all the services and, you

571 *know, we take some, you take some. Tearing anything apart is hard and it's often better to say let's*
572 *cancel the agreement, let's start anew, there's a bunch of (indecipherable). Those are the ones*
573 *we've got to zoom in on. There are also going to be some parts that are not regulatory*
574 *requirements, but they are putting plants in the right places so it's pretty. Okay? I think we will work*
575 *towards another agreement at some point. The appropriate time to figure out what we've got to*
576 *maintain collectively, get it going, and then before your next budget process and our next budget*
577 *process, let's work towards a new agreement that's logical and complete. But right now, I am 100%*
578 *with what Jim said earlier. We have sort of inherited a pretty messy, unclear, set of history, that we*
579 *have got to sort out and get right first.*

580

581 *Mr. Kleck: With that being said David, we all (indecipherable), we knew we were going to pay fees*
582 *and that number we assumed it was set up to pay for all of the overhead of the corporation and I*
583 *was wondering if any of that money that you as the HOA take in, in the form of fees, should any of*
584 *that be included in what we are talking about here?*

585

586 *Mr. Boguslawski: None. I told you, we budgeted nothing this year.*

587

588 *Chairperson Stamp: (Indecipherable).*

589

590 *Mr. Boguslawski: To be clear, there probably was some historic spending that Taylor Morrison did,*
591 *or authorized to do, on the property that was related to this maintenance agreement that they put in*
592 *place, but the agreement we had between us going back a ways was you would take it over. For*
593 *good reason, more legal reasons than anything else, we didn't cancel it, you didn't cancel it, we are*
594 *now beyond that. But we have nothing in our budget right now. Are we spending some money on*
595 *some of the services? Yes, but I couldn't recite what exactly they are. We are spending money, but it*
596 *is unbudgeted money, so we are probably going to take that into consideration.*

597

598 *Mr. Miller: Zack, did I hear you say that you and David Boguslawski have discussed this offline? And*
599 *the two of you think it is best to terminate the contract on December 31?*

600

601 *Chairperson Stamp: Yes. The reason is that it gives us, the CDD, time to assume those contracts or*
602 *replace those contracts. If it was just a simple handoff, one day they work for the HOA and the next*
603 *day they work for the CDD, we wouldn't need to.*

604

605 *Mr. Boguslawski: And the other reason, Ron, is we are interested in knowing, is we are in the middle*
606 *of a budget process right now and we will be presenting that November 3. We will have budget*
607 *workshops for all the members, and we need to know whether to put anything in the budget for this*
608 *or not. If you guys cancel, we won't, but if you don't cancel, we have to.*

609

610 *Mr. Miller: I've never been opposed to canceling the agreement and for the CDD to assume*
611 *responsibility for paying for the maintenance of these things. It's never been a money issue to me*
612 *because we are all one happy family. It's going to come out of the same people's pockets. I have*
613 *heretofore been very hesitant on canceling the agreement because of potential legal reasons where*
614 *the HOA might be in a better position than the CDD to pursue Taylor Morrison for any deficiencies*
615 *because Taylor Morrison should have been doing that under the agreement. If those things are no*
616 *longer a concern, the agreement itself is not terribly important to me as to the cancellation date and*
617 *the CDD taking over its responsibilities. I think I have heard discussions in the past about at least one*
618 *piece of what the CDD is responsible for. I think it's the landscaping exterior to the gate. I thought I*

619 *heard some people say it might be better left with the HOA forever, and that gets back to the big*
620 *picture of the same people are going to pay for it. Those are my big picture thoughts. I don't have*
621 *any hesitancy on the agreement per se.*

622
623 *Chairperson Stamp: We have discussed the legal issues, with counsel for the CDD and the HOA,*
624 *David and I. I think the feeling at this point is whatever damage was done to the HOA has been done*
625 *to the HOA, and so they have a cause of action, and now they are simply mitigating that. That was a*
626 *concern early on, something that was unknown. It may be still as an unknown, but we think we are*
627 *getting to where we know what we are doing. We didn't ignore that as a consideration.*

628
629 *Mr. Kleck: A question for our District Attorney, do courts that are ruling against builders favor*
630 *homeowners or CDDs?*

631
632 *Ms. Tolin: There is really no favoring one side or the other. I would say it depends on the facts of the*
633 *case. I know that's a very lawyer answer, but it just depends on the facts of the case and the claims*
634 *being presented.*

635
636 *Mr. Bhatla: (Indecipherable).*

637
638 *Mr. Boguslawski: We have a budget we have to prepare for next year, and I'm looking to*
639 *(indecipherable). If we don't cancel it, we will plug a bunch of money in the HOA budget*
640 *(indecipherable). You guys are already going to have it in your budget too. It's always helpful to do*
641 *more research. What we have done is, Jim has asked me for a name. I responded this morning. We*
642 *are going to try to get a couple of people together from both sides and figure it out. I think the right*
643 *thing to do long term is, anything with a regulatory overlay requirement belongs with the CDD. I*
644 *think it's safer for all of us, and there are some optional things that you all don't have to do, that we*
645 *could do, but it is going to take us a while to sort through that.*

646
647 *Mr. Bhatla: So, at least (indecipherable).*

648
649 *Mr. Stamp: I think we have an idea.*

650
651 *Mr. Ward: Bart, I am fully in agreement with the homeowner's association's idea to terminate this*
652 *agreement now. This will help the District in identifying some of the items out there that we can*
653 *actually go just get them done and do them. We know it's a water management system. There are*
654 *lakes, littoral shelves, pipework. From my perspective, and I know Jimmy's perspective, this is easy*
655 *for us. We can go out there, we can identify what we need to do, we have scopes that we know we*
656 *are going to use for all of this. So, now it's just a matter of us getting the vendors to do all of this*
657 *work and getting them on board to do it. The landscaping out front, same thing. That's not rocket*
658 *science. We know where it is. We know how to get it done. The limits may be 2 feet this way, 2 feet*
659 *that way, who cares? It's something we know how to do. And same for the reuse system in the*
660 *community. You have to give us 60 days to get this done and we will know the scopes and some*
661 *preliminary pricing that we will be able to move forward with, with a long-term plan of doing a*
662 *better evaluation. We will have that on a more long-term basis, but this actually helps the District to*
663 *get this process started now versus trying to put some plans in place and scopes in place that I think*
664 *are just going to change over time anyway.*

665
666 *Mr. Bhatla: What is being stopped if we don't cancel it today?*

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Chairperson Stamp: The HOA is going to continue to have responsibility for these maintenance agreements. They are not ours; they are theirs.

Mr. Ward: I've been a proponent of this for more than a year now, but this District, we know as a matter of fact that these assets are not being maintained correctly, simply because of what happened with the stormwater pipe system and the weir structure itself. To continue to let that problem move on over the next 3 months, 6 months, whatever, is probably not the right thing to do. The HOA has enough on its plate dealing with all of the bigger issues that this District ought to be responsible for the operation of its assets. We own the system, and just because we have an agreement with them that was entered into by predecessor HOA, that should not be material. I think we need to take this responsibility on, more now than later. Yeah, we have some unknowns, but they are not huge unknowns. We will work through them over the next few months, next year, whatever it needs to be, but we should move this process forward at this point.

Mr. Bhatla: (Indecipherable).

Chairperson Stamp: (Indecipherable). As Jim indicated, when Taylor Morrison controlled both entities, the CDD and the HOA, it really didn't matter to them how they did it. So, the bookkeeping or whatever, they shifted everything to the HOA. They had the HOA managing, but when Taylor Morrison had control, they were responsible for doing all of that, and I think we paid them in theory \$10 per year to do that. Now, it's come to the time where it is not all Taylor Morrison controlled and we are going to separate them now to what their functions should have been all along by canceling that maintenance contract for the landscaping, water management, the reuse system, and taking that into control. We've discussed it several times during the (indecipherable), but you would not have benefited from that. We could sit down and put together a document, but it would be another 30 days, unless we called a special meeting, which takes 15 days' notice. It's not as simple as putting together a 2-page memorandum. I wish it was, but it's not. That's where we are at. We may want to, at the end of the day say, okay, the HOA takes this back, like the front gate. But let's cancel this, and then we can come back with another agreement, or at least that's my feeling.

Mr. Ward: I agree with you.

Chairperson Stamp: And you can sit down with us after the meeting to talk –

Mr. Ward: Let me be clear, you can sit down with us (staff), you can't sit down with them (Board Members).

Mr. Boguslawski: (Indecipherable).

Mr. Ward: I think we are all in the same boat that you are. It's a learning curve.

Chairperson Stamp called for a motion. A motion was discussed; no motion was made. (Indecipherable).

Mr. Ward: We are going to do our best to get that done. I am going to push for it very hard.

Mr. Kleck: (Indecipherable).

715

716 *Mr. Ward: I am confident we can get it by January 1st. I was not sure we could it done sooner. I*
717 *would like to get it done sooner than that, but we are going to have two major holidays soon. We*
718 *have clearly, Jimmy's firm, and I, know vendors who can do all of this work. We just need to get with*
719 *the HOA, understand where all of this stuff is located, and transition it. We will be able to do it. The*
720 *drainage system, landscaping, an entranceway and a reuse system. I'm not going to tell you we are*
721 *making mountains here. This is a really small hill. We can fix this problem quickly.*

722

723 *Mr. Miller: My reticence for the last year, which maybe put me in a minority, I was concerned about*
724 *us, as a community, having the strongest position against Taylor Morrison. I think I heard Zack say,*
725 *maybe in context with Dave Boguslawski saying that the lawyers have now looked at this and the*
726 *lawyers don't think that cancellation in the end of December would weaken our position. If I have*
727 *got that correct –*

728

729 *Ms. Tolin: That is correct.*

730

731 *Mr. Miller: Then I'm okay with the Board today giving Jim the go ahead to do the cancellation*
732 *sending a letter to the HOA canceling effective December 31.*

733

734 *Mr. Ward: Is that your motion?*

735

736 *Mr. Miller: Yes.*

737

738 *Mr. Bhatla asked if the Board could have an update in a month.*

739

740 *Mr. Ward: Of course.*

741

742 *Chairperson Stamp: Of course, we have a meeting in a month. Feel free to pick up the phone and*
743 *call Mr. Ward and ask him questions. Just don't call us because of the Sunshine law.*

744

On MOTION made by Mr. Ron Miller, seconded by Mr. Tom Kleck, and with all in favor, authorizing Mr. Ward to send a letter to the HOA canceling the Agreement effective December 31.

748

749 **II. Future Funding of Preserve Mitigation and Maintenance**

750

751 *Chairperson Stamp: I don't think this needs to be discussed. If anyone wants to revisit this, we can.*

752

753 **SIXTH ORDER OF BUSINESS**

Audience Comments

754

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

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760 *Mr. Boguslawski: anything we can do to help you with communicating about that work to residents*
761 *before it starts, just let us know.*

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SEVENTH ORDER OF BUSINESS **Announcement of Next Meeting**

Quorum Call for November 18, 2021

Chairperson Stamp: The next meeting will be November 18, back in this room. Do you have anything else Jim?

Mr. Ward: For quorum purposes –

It was determined at least four Board Members would be present in person at the next meeting.

EIGHTH ORDER OF BUSINESS **Adjournment**

Chairperson Stamp adjourned the meeting at approximately 2:40 p.m.

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

ATTEST:

Flow Way Community Development District

James P. Ward, Secretary

Zack Stamp, Chairperson

RESOLUTION NO. 2022-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT APPROVING THE EXECUTION AND DELIVERY OF AN APPLICATION TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUESTING A TRANSFER OF THE EXISTING WATER USE PERMIT FROM TAYLOR MORRISON TO THE DISTRICT; AUTHORIZING THE DISTRICT MANAGER TO SIGN OR EXECUTE SUCH ADDITIONAL APPLICATION DOCUMENTS AS ARE NECESSARY OR REQUIRED IN CONNECTION WITH OBTAINING FURTHER APPROVALS OF ANY MODIFICATIONS TO THE WATER USE PERMIT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flow Way Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, and situated within Collier County, Florida; and

WHEREAS, the District is organized for the purposes of providing community development services and facilities benefiting the development known as Esplanade Golf and Country Club (the "Community"); and

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, Taylor Morrison of Florida, Inc., a Florida corporation ("Taylor Morrison") is the master developer of the Community and has been issued Water Use Permit No. 11-02032-W, under Application No. 200330-4 ("WUP") by the South Florida Water Management District ("SFWMD"); and

WHEREAS, the District is currently the owner of certain lands and facilities that are, part of the District's Irrigation System within the District; and

WHEREAS, because the District is the operating entity for the on-site Irrigation System, it is necessary for the District to receive and become the owner of the WUP through a Water Use Permit Transfer Application (the "WUP Transfer Application") to SFWMD; and

WHEREAS, the Board of Supervisors of the District (the "Board") desires to approve the execution and delivery of the WUP Transfer Application to SFWMD, a copy of which is attached hereto as Exhibit "A", and to further authorize the District Manager to sign or execute such additional application documents as are necessary or required in connection with obtaining further approvals by the SFWMD's related to the WUP.

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

SECTION 1. FINDINGS. The above recitals are true and correct and incorporated herein by this reference.

SECTION 2. RATIFICATION. The execution and delivery of the WUP Transfer Application is hereby approved and ratified.

SECTION 3. ADDITIONAL DELEGATION OF AUTHORITY. The District Manager is hereby further authorized to sign or execute such additional application documents as are necessary or required in connection with the submittal of the WUP Transfer Application and obtaining SFWMD's approval of the WUP Transfer Application; provided, however, that nothing herein shall authorize the District Manager to sign or approve any documentation that would modify any existing portion of surface water management system owned by the District or modify the WUP or the proposed surface water management system except as show in the WUP Transfer Application without further approval of the Board. A copy of any further documents executed pursuant to this Section shall be made available to the Board of Supervisors for informational purposes only at its next regularly scheduled meeting following execution by the District Manager; provided, however, that any failure to present said executed documents shall not affect the validity or implementation of this Resolution.

SECTION 4. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

SECTION 5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 6. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Flow Way Community Development District this 16th day of December 2021.

Attest:

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Zack Stamp, Chairperson

Exhibit "A"

Request for Surface Water Management, Water Use or Wetland Resource Permit Transfer

(To be completed, executed and submitted by the new owner)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Regulation Division
3301 Gun Club Road
West Palm Beach, FL 33406
www.sfwmd.gov/ePermitting

It is hereby requested that District Permit No.(s) 11-02032-W, issued under Application No.(s) 200330-4 be transferred as follows:

FROM: Name TAYLOR MORRISON ESPLANADE NAPLES, LLC
Address 28100 BONITA GRANDE DRIVE
City BONITA SPRINGS State FL ZIP 34135
Project Name ESPLANADE GOLF AND COUNTRY CLUB
Permitted Acreage 204.2

TO: Name FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
Address 2301 NE 37th Street
City Fort Lauderdale State FL ZIP 33308
E-mail Address jimward@jpwardassociates.com Acreage to be transferred 204.2
Project Name ESPLANADE GOLF AND COUNTRY CLUB

Enclosed are the following documents:

- Recorded copy of documents effectuating transfer of ownership
 Permit Application Processing fee(s)
 Project or boundary map

Pursuant to Rule 40E-1.6107 and Rule 40E-2.351 (Water Use), Florida Administrative Code, **the undersigned agrees to be bound by all terms and conditions of the permit, including any subsequent modifications thereto.** Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.

(Deviation from the permitted acreage, such as the purchase of less acreage than permitted, or from any activities authorized by a District Permit shall require a Permit modification prior to consideration of Permit transfer).

Jim Ward

Print Name of New Permittee

Authorized Signature

District Manager

(954) 658-4900

Title

Telephone Number

Date

Water Use Permits

Individual Permit, except Mining/Dewatering

- Max Month Allocation <= 3 MGM\$ 350
- Max Month Allocation > 3 MGM <= 15 MGM \$ 1,000

Individual Irrigation < 20 years

- Max Month Allocation > 15 MGM \$ 1,000

Individual Irrigation >= 20 years

- Max Month Allocation > 15 MGM <= 30 MGM \$ 1,600
- Max Month Allocation > 30 MGM <= 300 MGM \$ 3,400
- Max Month Allocation > 300 MGM \$ 5,600

Individual Public Water Supply < 20 years

- Max Month Allocation > 15 MGM <= 30 MGM \$ 2,700
- Max Month Allocation > 30 MGM <= 300 MGM \$ 5,500
- Max Month Allocation > 300 MGM \$ 7,000

Individual Public Water Supply >= 20 years

- Max Month Allocation > 15 MGM <= 30 MGM \$ 4,200
- Max Month Allocation > 30 MGM <= 300 MGM \$ 8,500
- Max Month Allocation > 300 MGM \$11,500

Individual Mining/Dewatering

- Standard Individual Permit <= 1 year..... \$ 500
- Standard Individual Permit > 1 year..... \$ 1,800
- Master Individual Permit \$ 4,000

Individual Industrial < 20 years

- Max Month Allocation > 15 MGM <= 30 MGM \$ 1,400
- Max Month Allocation > 30 MGM <= 300 MGM \$ 2,750
- Max Month Allocation > 300 MGM \$ 3,500

Individual Industrial >= 20 years

- Max Month Allocation > 15 MGM <= 30 MGM \$ 2,000
- Max Month Allocation > 30 MGM <= 300 MGM \$ 3,650
- Max Month Allocation > 300 MGM \$ 5,600

Individual Diversion/Impoundment < 20 years

- Max Month Allocation > 15 MGM <= 30 MGM \$ 1,400
- Max Month Allocation > 30 MGM <= 300 MGM \$ 2,750
- Max Month Allocation > 300 MGM \$ 3,500

Individual Diversion/Impoundment >= 20 years

- Max Month Allocation > 15 MGM <= 30 MGM \$ 2,000

- Max Month Allocation > 30 MGM <= 300 MGM \$ 3,950
- Max Month Allocation > 300 MGM \$ 6,200

Independent Secondary User Diversion/Impoundment

- Max Month Allocation > 15 MGM <= 30 MGM \$ 1,000
- Max Month Allocation > 30 MGM <= 300 MGM \$ 2,000
- Max Month Allocation > 300 MGM \$ 3,200

Noticed General Water Use Permit

- Application filed electronically via ePermitting (www.sfwmd.gov/ePermitting) \$ 100
- Application filed by other means \$ 350

Permit Transfer of Ownership..... \$ 300

General Permit by Rule No Fee

Letter Modification No Fee

Aquifer Storage and Recovery (*cost added to applicable use type listed above*)..... \$ 1,000

Water Well Construction \$ 100

Water Well Abandonment..... No Fee

1

This instrument was prepared
without an opinion of title and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

(space above this line for recording data)

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (this "**Easement**") is made and executed as of this 27th day of April, 2015, by **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, its successors and assigns ("**Grantor**") and **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, its successors and assigns ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto Grantee a perpetual, non-exclusive easement, license and privilege to enter upon to construct, operate and maintain a lake and other stormwater management and drainage facilities, structures, and improvements including, without limitation, stormwater lines, pipes, swales, and retention areas (collectively, the "**Drainage Facilities**") as may be, from time to time, located upon or within that certain real property in Collier County, Florida legally described on **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**"), together with an easement for ingress and egress over, in, upon and across the Easement Area as may be reasonably necessary to effectively utilize the easement rights granted herein (the "**Easement Activity**"). The term "Easement Activity" shall include the right to enter upon and construct, install, operate, maintain, replace and repair the Drainage Facilities.

TO HAVE AND TO HOLD the same unto Grantee together with the right to enter upon the Easement Area, place, excavate, and take materials for the purpose of conducting the Easement Activity pursuant to the terms of this Easement.

This Easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto.

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

(Remainder of Page Intentionally left blank)

Rec'd 4

Exhibit "A"
Easement Area

1. Tracts L14, L15, L19, L30, L31, L32, and L33, Esplanade Golf and Country Club of Naples, a subdivision according to the plat thereof recorded in Plat Book 53, Pages 1 through 64, of the Public Records of Collier County, Florida.
2. Tracts L11-12 and L30A, Esplanade Golf and Country Club of Naples Blocks "E" and "G2", according to the plat thereof recorded in Plat Book 57, Pages 60 through 65, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

This instrument was prepared
without an opinion of title and
after recording return to:
Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
(239) 435-3535

(space above this line for recording data)

ACCESS, UTILITY AND IRRIGATION EASEMENT

THIS ACCESS, UTILITY AND IRRIGATION EASEMENT (this "**Easement**") is made and executed as of this 27th day of April, 2015 by **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, its successors and assigns ("**Grantor**") and **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, its successors and assigns ("**Grantee**").

WITNESSETH:

Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto Grantee, a perpetual, non-exclusive easement, license and privilege to enter upon, over and across certain lands being located in Collier County, Florida and legally described on **Exhibit "A"** attached hereto and made a part hereof (the "**Easement Area**") for the purpose of pedestrian and vehicular ingress and egress together with the right to enter upon and to install, operate, maintain, repair, and replace irrigation and utility structures and facilities on, over and within the Easement Area.

TO HAVE AND TO HOLD the same unto Grantee together with the right to enter upon the Easement Area, place, excavate, and take materials for the purpose of constructing, operating, and maintaining access, irrigation and utility structures therein.

This Easement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto.

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

(Remainder of Page Intentionally left blank)

Exhibit "A"
Easement Area

1. Tract R, Esplanade Golf and Country Club of Naples, Phase 2, a subdivision according to the plat thereof recorded in Plat Book 55, Pages 45 through 60, of the Public Records of Collier County, Florida.
2. Tracts R and R-1, Esplanade Golf and Country Club of Naples Blocks "E" and "G2", according to the plat thereof recorded in Plat Book 57, Pages 60 through 65, of the Public Records of Collier County, Florida.

NOT A CERTIFIED COPY

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

**ENGINEER'S REPORT
December 2021**

**Board Meeting
December 16th, 2021**

Prepared For:

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

Prepared By:



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS™

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

(phone) 954.921.7781 · (fax) 954.266.6487

Certificate of Authorization #514

**CGA Project No. 21-4271
December 16th, 2021**

**FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

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**FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

LIST OF EXHIBITS

- EXHIBIT 1 LOCATION MAP
- EXHIBIT 2 LEGAL DESCRIPTION
- EXHIBIT 3 MRI PROPOSAL (Televising existing drainage pipe)
- EXHIBIT 4 USGS – AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION

I. PURPOSE

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

II. CURRENT ITEMS

The following items are currently outstanding:

1. Preserve Tree Removal – Dead/Hazardous Tree Inspection Report
2. Stormwater System Maintenance Plan – Phases 1 & 2
3. Strategic Operational Plan
4. USGS / SFMWD Surface Water Recorder (Agreement for Gaging Station)

1. Preserve Tree Removal

Submittal to SFWMD has occurred for Priority 2- and 3-Star rated trees (30 total). Upon SFWMD's approval, anticipated costs of \$7,500 (\$250/tree) for this work.

Additionally, the remaining tree removal phases will be outlined in the strategic operations plan, which is currently being prepared.

2. Stormwater System Maintenance Plan

The FORGE Report was presented to Board of Supervisors on June 17th, 2021, by Thomas Conrecode of Forge Engineering, Inc. Phases 1 (Broad Crested Weir) and 2 (Sediment & Debris Removal) have been completed.

Both Phase 1 and Phase 2 work is complete.

- Phase 1 – Broad Crested Weir (South) Erosion on both ends (**Invoiced \$15,000**) –Work completed on 10/22/21.
- Phase 2 – Sediment & Debris Removal (structures with 25% or more blockage) in Storm Structures and Pipe (MRI Cost Estimate of \$84,000; **Invoiced \$80,000**) –Professional team addressing remaining 3 structures, detailed below:
 - All structures cleaned on Lakes Map Exhibit w/ 25% or more blockage.
 - 3 Structures need additional work:
 - Structure #1040: 36” RCP pipe is substantially cracked near Structure #1040 (**\$15,000**) – 16 L.F. (2 segments) of RCP Replacement is recommended to be replaced. Damage to RCP pipe is due to unknown circumstance. Landscaping and Sod excluded from Contractor’s Quote.
 - Structure #1057: 24” RCP pipe has minor damages near Structure #1057 (**\$3,200**) – Report states damage is due to heavy rocks being dropped on pipe. 24” diameter repair clamp (36” in length) is recommended for repair.
 - Structure #83: Substantial debris / rock blocking pipe connecting to Structure #83 (**\$2,500**) – Only specialty VAC truck can clear blockage to allow fully functional SWM system. Normal system maintenance required to prevent blockage in the future.
 - Two additional contractors were engaged to create a competitive bid. Both declined this work, citing their current workload and project size as a deterrent. Recommendation is to use MRI for remaining three structures.
- ~~Phase 3A— Lake Embankment Restoration, 1st group of Lakes (Forge, \$264,000) & Rip Rap erosion at Lake 12 AB (Forge, \$12,000) (Phase Total \$276,000)~~
- ~~Phase 3B— Littoral Shelf Aquatic Plant Restoration and exotics removal, Lake littoral shelves on Phase 3A lakes (Forge \$80,000)~~
- ~~Phase 4A— Lake Embankment Restoration, 2nd group of Lakes (Forge, \$264,000)~~
- ~~Phase 4B— Littoral Shelf Aquatic Plant Restoration and exotics removal, Lake littoral shelves on Phase 3B (Forge \$80,000)~~

Items which show as ‘strike-thru’ and remaining SWM cleaning (lower percentages) will be addressed in future Strategic Operational Phase.

3. Strategic Operational Plan

Community Development District (CDD) Asset Investigations and Reporting proposal was approved at the October 2021 Board of Supervisors' meeting. CDD investigations are currently ongoing. Asset Maps are being prepared by CGA's GIS Department. Review of AutoCAD files of previous asset maps from Waldrop Engineering have been completed and missing x-refs (supplemental CAD files) have been identified and requested to Waldrop Engineering. SharePoint files downloaded, organized, and sorted from current CDD staff. CDD Utility and Asset investigations commenced. Approximately half of the CDD assets have been investigated. Next step is to assess / evaluate inventory of CDD assets. Investigations tasks expected to be completed by end of December. Confirmation of CDD's ownership and maintenance for roadway entries and landscape buffer assets requested to legal team. Several site visits will be conducted for the asset evaluations, and a draft report provided to CDD with anticipated operation and maintenance costs associated with the CDD infrastructures for the next five (5) years.

Deliverables w/ Percent Complete:

- FY budget 21/22 – done (11/30/21)
- FY budget 22/23 – 40% complete
- 5-Year CIP Program – 25%
- Lake Bank Slope Erosion Report – 55%
- Flow Way CDD Asset Valuation Report – 50%

REVISED Estimates for Operations - FY 2022

Through September 30, 2022

Description	Notes	Budget	ESTIMATED EXPENDITURES	PROGRAMS REDUCTIONS
Preserves		\$ 260,215.00	\$ 250,000.00	\$ 250,000.00
Lakes		\$ 81,600.00	\$ 120,000.00	
Lake Bank Initial Clean-up		\$ -	\$ 14,200.00	
Drainage Structure Repairs (Broken Pipe)		\$ -	\$ 20,700.00	
Drainage Pipe Investigation (Video)			\$ 32,000.00	\$ 32,000.00
MRI Cleaning and Weir Repair	(Project Completed)	\$ -	\$ 95,000.00	
Landscaping/Entrance Monuments		\$ -	\$ 108,000.00	
Irrigation System		\$ 80,400.00	\$ 34,500.00	
Contingency		\$ -	\$ 20,000.00	
Totals:		\$ 422,215.00	\$ 694,400.00	\$ 282,000.00

FY 2022 table definitions:

Preserves – General maintenance and exotic removal from on-going environmental services contract.

Lakes – Maintenance of community lake system and flow-way. Treatment for algae, invasive underwater vegetation, perimeter growth grasses and turf weeds, existing littoral/wetland planting maintenance for lake bank slopes. (no new littorals, erosion control / lake bank reconstruction)

Lake Bank Initial Clean-up – Debris / trash removal from lakes in drainage system on a monthly basis and one-time initial cleaning for lake bank slope plantings.

Drainage Structure Repairs – Proposal for repair of drainage system for 3 structures.

Drainage Pipe Investigations – Proposal for televising of entire existing drainage system for broken pipe.

MRI Cleaning and Weir Repair – Drainage system sediment removal (high-priority for functioning system).

Landscaping/Entrance Monuments – Estate landscaping, Mowing, irrigation repairs for exterior property deeded to CDD, mulching, fountain weekly maintenance services, signage and roadway maintenance, pruning shrubs, fertilization and weed control (insecticide / fungicide treatments).

Irrigation System – Monthly visits to pump station for preventive maintenance on pump operations, bearings, seals and motor amperage checks. Chemical treatment of well water at pump station to entering system.

Contingency - \$20k to be used for unforeseen occurrences.

4. USGS / SFWMD Surface Water Recorder (Agreement for Gaging Station)

South Florida Water Management District (SFWMD) is now partnering with United States Geological Survey (USGS) and are proposing a smaller ground monitoring system in a new location than what was originally discussed. The new monitoring system can be seen in the Exhibit 4 – USGS – Agreement for Installation and Maintenance of Gaging Station. This unit is smaller in stature and painted to match the surrounding vegetation. Additionally, the new location is behind a spoil pile adjacent to the existing cattle pond and will not be visible by our residents.

The initial draft agreement was reviewed by District Council edited and the revised agreement is attached for your review and has been submitted to SFWMD/USGS.

SFWMD has this program fully funded for this fiscal year and are ready to build later this dry season.

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

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

*Additional Collier County permits completed, available upon request.

III. ENGINEER'S REPORT COMPLETE

By: _____

By: James Messick, P.E.

District Engineer

State of Florida Registration No. 70870

EXHIBIT 1
LOCATION MAP



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™
1800 Eller Drive, Suite 600 · Fort Lauderdale, FL 33316
(phone) 954.921.7781 · (fax) 954.266.6487
Certificate of Authorization #514

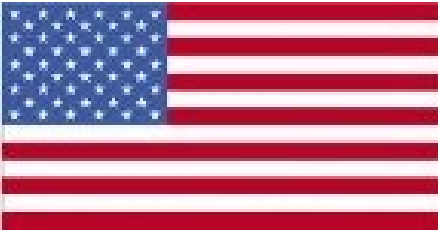
EXHIBIT 2

LEGAL DESCRIPTION

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

EXHIBIT 3

MRI PROPOSAL (Televising existing drainage pipe)



M.R.I. Inspection LLC
5570 Zip Dr.
Fort Myers Fl. 33905
 239-984-5241 Office
 239-707-5034 Mike
 239-236-1234 Fax
 CGC 1507963



Name

Flow Way CDD
 Jim Ward
 2301 Northeast 37 Street
 Fort Lauderdale, FL 33308

Proposal

Project

Esplande Rov

Date	Estimate #
-------------	-------------------

11/19/2021

3066

Description	Cost
<p>Total proposed cost to send the ROV submersible camera through specified drainage lines (structure to structure) inspect and assess the condition of each line for any defects or blockages. We will provide a detailed inspection report of our findings and a recording of the inspection. This price includes all labor, material and equipment needed to complete this job.</p> <p>Please be aware that in order to send the camera through each line there must be adequate amount of water and access with the truck and camera trailer must be available.</p> <p>Any work completed outside the scope of this proposal may result in additional charges.</p> <p>Video quality is dependent on water quality and may vary due to natural factors.</p> <p style="color: red;">Please know we have changed our address. Please send all mail to our new address.</p> <p style="text-align: right;">Total</p>	<p>32,000.00</p> <p style="text-align: right;">\$32000.00</p>

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers
 All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevases or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs.etc.) all Jobsites will be left clean,

Authorized Signature

 Mike Radford President

Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

Signature _____

Date of acceptance _____

EXHIBIT 4

**USGS – AGREEMENT FOR INSTALLATION AND
MAINTENANCE OF GAGING STATION**

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION

The landowner agrees that the U.S. Geological Survey (USGS), Caribbean-Florida Water Science Center may install and maintain a gaging station on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for streamflow measuring and/or water-quality sampling during the life of this agreement.

Description of the gaging station, located at Lat. 26°17'59.44"N Long. 81°42'19.44"W and/or

(Provide other location description and/or attach map, plat, drawings, photographs, or other descriptive information)

Located approximately 1 mile east of Logan Boulevard and approximately 1.8 miles north of Immokalee Road within the footprint of man-made cattle pond and spoil mound. Physical station location will be located behind spoil mound on the northwest side of the cattle pond. Approximate location identified on attached aerial by yellow pin. Station will be a low footprint, camouflaged painted fiberglass shelter (30 x 24 x 12), solar panel (pointing south) and omni directional antenna, with a graduated outside staff gage located within the pond (photos of example stations attached). Two to six (estimate) 20 ft x 2 in. pipes, driven to refusal, will be required to function as the legs and supports for the station and its infrastructure.

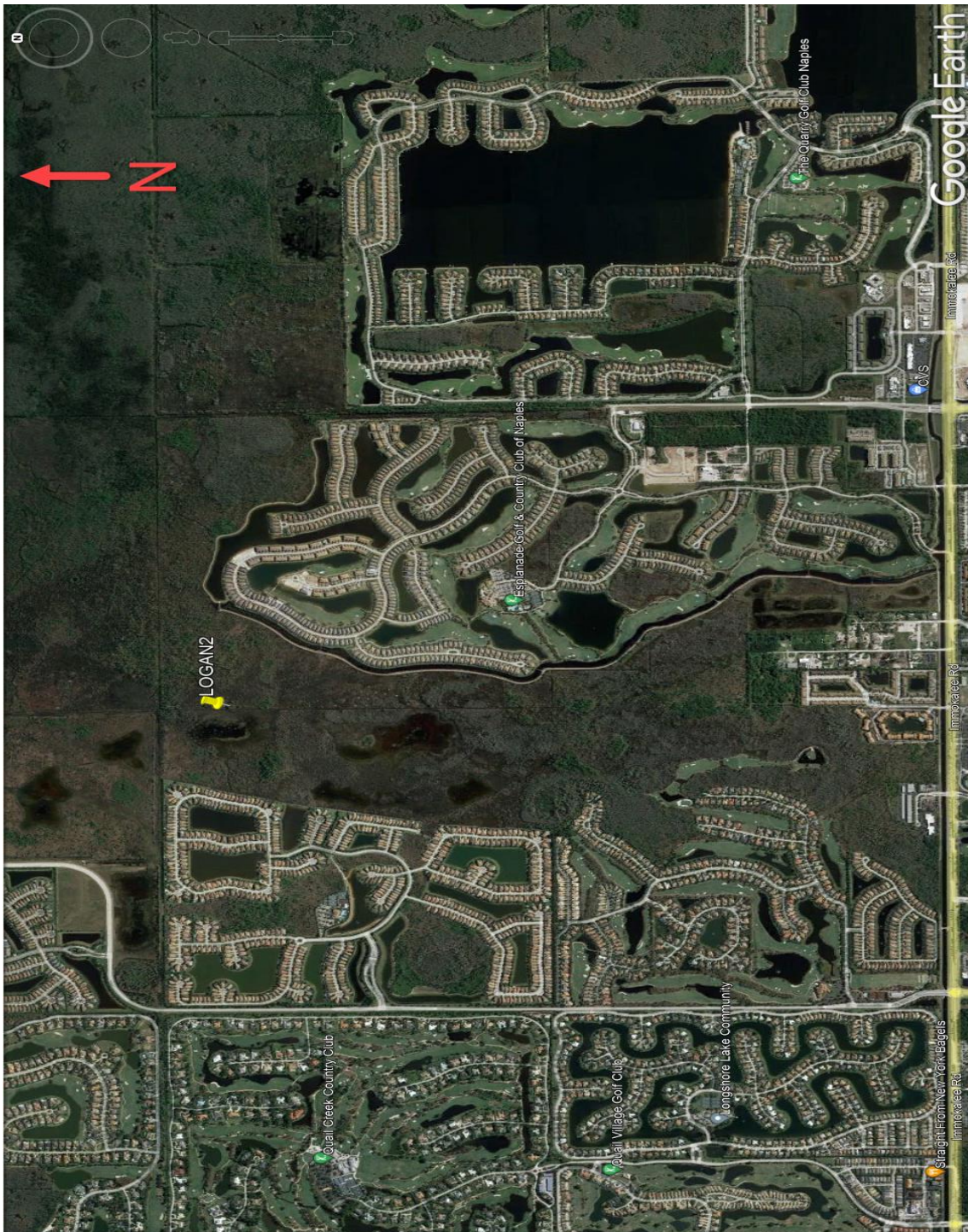
Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license or easement, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein.

At the expiration of this agreement, the gaging station may be disposed of in one of the following ways:

- 1- Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement. Upon removal of the station, the USGS shall restore the landowner's property, also at its own expense, as nearly as possible to the condition when installed, or
- 2- Transfer to a state, local, or tribal government agency or Federal Energy Regulatory Commission licensee under a separate written agreement, if approved by the landowner and the USGS Regional Executive.

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. §§1346(b) and 2671 et seq).

Approximate location



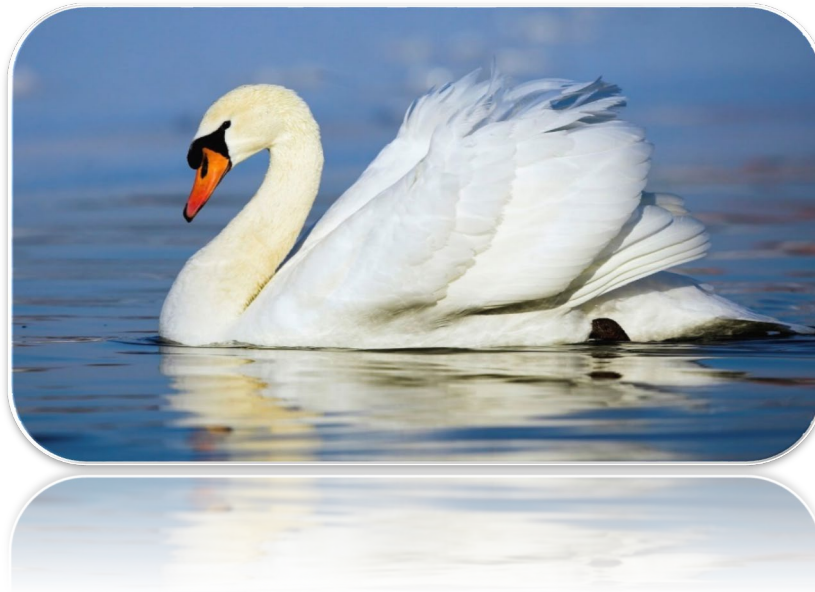
Examples of station infrastructure (graduated outside staff gage in second picture)



Actual station shelter



FLOW WAY COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - NOVEMBER 2021

FISCAL YEAR 2022

PREPARED BY:

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

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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 November 30, 2021**

	Governmental Funds			Debt Service Funds				Capital Projects Funds			Account Groups	Totals
	General Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 - 8)	General Long Term Debt	(Memorandum Only)
Assets												
Cash and Investments												
General Fund - Invested Cash	\$ 884,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 884,140
Debt Service Fund												
Interest Account	-	-	-	-	-	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-	-	-	-	-	-
Reserve Account	-	539,000	245,306	160,641	174,589	118,375	256,422	-	-	-	-	1,494,332
Revenue	-	110,601	102,552	30,250	33,421	11,718	47,759	-	-	-	-	336,301
Prepayment Account	-	-	881	272	-	-	5	-	-	-	-	1,158
General Redemption Account	-	-	-	2,471	-	-	-	-	-	-	-	2,471
Construction	-	-	-	-	-	-	-	23,704	15,521	34,283	-	73,508
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-
Retainage Account	-	-	-	-	-	-	-	-	-	-	-	-
Due from Other Funds												
General Fund	-	136,656	64,859	54,827	88,700	60,187	130,610	-	-	-	-	535,839
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-
Market Valuation Adjustments												
Accrued Interest Receivable	-	-	-	-	-	-	-	-	-	-	-	-
Assessments Receivable/Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	-	-	-	-	-	2,179,822	2,179,822
Amount to be Provided by Debt Service Funds	-	-	-	-	-	-	-	-	-	-	26,885,178	26,885,178
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	-	-	-	-	-	-
Total Assets	\$ 884,140	\$ 786,257	\$ 413,598	\$ 248,462	\$ 296,710	\$ 190,279	\$ 434,795	\$ 23,704	\$ 15,521	\$ 34,283	\$ 29,065,000	\$ 32,392,749

**Flow Way Community Development District
Balance Sheet
for the Period Ending November 30, 2021**

	Governmental Funds		Debt Service Funds					Capital Projects Funds			Account Groups		Totals (Memorandum Only)
	General Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 - 8)	General Long Term Debt		
Liabilities													
Accounts Payable & Payroll Liabilities	\$ 8,450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,450	
Due to Other Funds													
General Fund	-	-	-	-	-	-	-	-	-	-	-	-	
Debt Service Fund(s)	535,839	-	-	-	-	-	-	-	-	-	-	535,839	
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-	
Bonds Payable													
Current Portion	-	-	-	-	-	-	-	-	-	-	-	-	
Long Term	-	-	-	-	-	-	-	-	-	-	29,065,000	29,065,000	
Unamortized Prem/Disc on Bds Pybl	-	-	-	-	-	-	-	-	-	-	-	-	
Total Liabilities	<u>\$ 544,289</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,065,000</u>	<u>\$ 29,609,289</u>	
Fund Equity and Other Credits													
Investment in General Fixed Assets	-	-	-	-	-	-	-	-	-	-	-	-	
Fund Balance													
Restricted													
Beginning: October 1, 2021 (Unaudited)	-	970,814	501,555	324,289	434,382	190,279	648,324	21,810	14,237	34,281	-	3,139,972	
Results from Current Operations	-	(184,557)	(87,957)	(75,828)	(137,672)	-	(213,529)	1,894	1,284	2	-	(696,362)	
Unassigned													
Beginning: October 1, 2021 (Unaudited)	335,757	-	-	-	-	-	-	-	-	-	-	335,757	
Results from Current Operations	4,094	-	-	-	-	-	-	-	-	-	-	4,094	
Total Fund Equity and Other Credits	<u>\$ 339,851</u>	<u>\$ 786,257</u>	<u>\$ 413,598</u>	<u>\$ 248,462</u>	<u>\$ 296,710</u>	<u>\$ 190,279</u>	<u>\$ 434,795</u>	<u>\$ 23,704</u>	<u>\$ 15,521</u>	<u>\$ 34,283</u>	<u>\$ -</u>	<u>\$ 2,783,460</u>	
Total Liabilities, Fund Equity and Other Credits	<u>\$ 884,140</u>	<u>\$ 786,257</u>	<u>\$ 413,598</u>	<u>\$ 248,462</u>	<u>\$ 296,710</u>	<u>\$ 190,279</u>	<u>\$ 434,795</u>	<u>\$ 23,704</u>	<u>\$ 15,521</u>	<u>\$ 34,283</u>	<u>\$ 29,065,000</u>	<u>\$ 32,392,749</u>	

**Flow Way Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2021**

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources					
Carryforward	\$ -	\$ -	-	\$ 156,760	0%
Interest					
Interest - General Checking	-	-	-	-	N/A
Special Assessment Revenue					
Special Assessments - On-Roll	5,770	145,452	151,222	596,781	25%
Special Assessments - Off-Roll	-	-	-	-	N/A
Contributions Private Sources	-		-	-	N/A
Miscellaneous Revenue			-	-	N/A
Intragovernmental Transfer In	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 5,770	\$ 145,452	151,222	\$ 753,541	20%
Expenditures and Other Uses					
Legislative					
Board of Supervisor's Fees	-	2,000	2,000	12,000	17%
Executive					
Professional Management	3,333	3,333	6,667	40,000	17%
Financial and Administrative					
Audit Services	-	1,500	1,500	4,500	33%
Accounting Services	1,333	1,333	2,667	16,000	17%
Assessment Roll Services	1,333	1,333	2,667	16,000	17%
Arbitrage Rebate Services	500	-	500	3,000	17%
Other Contractual Services					
Recording and Transcription	-	-	-	-	N/A
Legal Advertising	322	322	644	3,500	18%
Trustee Services	-	-	-	25,450	0%
Dissemination Agent Services	-	5,500	5,500	5,500	100%

**Flow Way Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2021**

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Property Appraiser Fees	-	-	-	10,000	0%
Bank Services	-	-	-	400	0%
Travel and Per Diem	-	-	-	-	N/A
Communications & Freight Services					
Postage, Freight & Messenger	8	39	46	600	8%
Rentals & Leases					
Meeting Room Rental	-	-	-	-	N/A
Computer Services - Website Development	-	-	-	2,000	0%
Insurance	10,331	-	10,331	6,700	154%
Printing & Binding	3	-	3	500	1%
Office Supplies	-	-	-	-	N/A
Subscription & Memberships	175	-	175	175	100%
Legal Services					
Legal - General Counsel	-	-	-	50,000	0%
Boundary Expansion	-	-	-	-	N/A
Special Counsel - SFWMD	-	-	-	10,000	N/A
Special Counsel - Litigation	-	8,512	8,512	100,000	9%
Other General Government Services					
Engineering Services - General Fund	435	4,768	5,203	25,000	21%
Miscellaneous Services	-	-	-	-	N/A
Boardwalk & Golf Cart Review	-	-	-	-	N/A
Asset Evaluation	-	-	-	-	N/A
Capital Outlay	-	-	-	-	N/A
Stormwater Management Services					
Preserve Area Maintenance					
Environmental Engineering Consultant					
Task 1 - Bid Documents	-	-	-	-	N/A
Task 2 - Monthly site visits	-	-	-	13,350	0%

**Flow Way Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2021**

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Task 3 - Reporting to Regulatory Agencies	-	-	-	8,000	0%
Task 4 - Fish Sampling to US Fish & Wildlife	-	-	-	10,350	0%
Task 5 - Attendance at Board Meeting	-	-	-	1,000	N/A
Clearing Downed Trees/Cleanup	-	2,905	2,905	1,000	291%
Code Enforcement for Incursion into Preserve	-	-	-	-	N/A
Contingencies	-	-	-	-	N/A
Repairs and Maintenance					
Wading Bird Foraging Areas	-	-	-	1,523	0%
Internal Preserves	-	-	-	6,598	0%
Western Preserve	-	-	-	33,215	0%
Northern Preserve Area 1	-	-	-	64,560	0%
Northern Preserve Area 2	-	-	-	113,120	0%
Northern Preserve Areas 1&2	-	-	-	-	N/A
Clearing Downed Trees/Cleanup	-	-	-	5,000	0%
Code Enforcement for Incursion into Preserve	-	-	-	2,500	0%
Installation - No Trespassing Signs	-	-	-	-	N/A
Lake, Lake Bank and Littoral Shelf Maintenance					
Professional Services					
Asset Management	-	-	-	15,000	0%
Repairs & Maintenance					
Aquatic Weed Control	-	-	-	35,000	0%
Lake Bank Maintenance	-	-	-	15,000	0%
Water Quality Testing	-	-	-	5,000	0%
Littortal Shelf Planting	-	-	-	10,000	0%
Aeration System	-	-	-	-	N/A
Water Control Structures	500	97,310	97,810	-	N/A
Capital Outlay					
Aeration Systems	-	-	-	-	N/A

**Flow Way Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through November 30, 2021**

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Littortal Shelf Replanting	-	-	-	-	N/A
Lake Bank Restoration	-	-	-	-	N/A
Erosion Restoration	-	-	-	-	N/A
Contingencies	-	-	-	1,600	0%
Landscaping Services					
Professional Services					
Asset Management	-	-	-	5,000	0%
Utility Services					
Electric	-	-	-	2,400	0%
Irrigation Water	-	-	-	3,000	0%
Repairs & Maintenance					
Public Area Landscaping	-	-	-	30,000	0%
Irrigation System	-	-	-	25,000	0%
Well System	-	-	-	10,000	0%
Plant Replacement	-	-	-	-	N/A
Operating Supplies					
Mulch	-	-	-	5,000	0%
Capital Outlay	-	-	-	-	N/A
Reserves for Future Operations					
Future Operations/Restorations	-	-	-	-	N/A
Intragovernmental Transfer Out	-	-	-	-	N/A
Sub-Total:	18,273	128,855	147,129	753,541	20%
Total Expenditures and Other Uses:	\$ 18,273	\$ 128,855	\$ 147,129	\$ 753,541	20%
Net Increase/ (Decrease) in Fund Balance	(12,504)	16,597	4,094	-	
Fund Balance - Beginning	335,757	323,253	335,757	-	
Fund Balance - Ending	\$ 323,253	\$ 339,851	339,851	\$ -	

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

Description	October	November	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources					
Carryforward	\$ -	\$ -	-	\$ -	N/A
Interest Income					
Interest Account	-	0	0	8	1%
Sinking Fund	-	0	0	-	N/A
Reserve Account	0	5,845	5,845	11,000	53%
Prepayment Account	-	-	-	-	N/A
Revenue Account	2	2	3	-	N/A
Special Assessment Revenue					
Special Assessments - On-Roll	5,214	131,443	136,656	539,344	25%
Special Assessments - Off-Roll	-	-	-	-	N/A
Intragovernmental Transfer In					
	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 5,216	\$ 137,289	142,506	\$ 550,352	N/A
Expenditures and Other Uses					
Property Appraiser & Tax Collection Fees	-	-	-	\$ -	N/A
Debt Service					
Principal Debt Service - Mandatory					
Series 2013 Bonds	-	120,000	120,000	\$ 120,000	100%
Principal Debt Service - Early Redemptions					
Series 2013 Bonds	-	-	-	-	N/A
Interest Expense					
Series 2013 Bonds	-	207,063	207,063	417,575	50%
Operating Transfers Out (To Other Funds)					
	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$0	\$327,063	\$327,063	\$537,575	N/A
Net Increase/ (Decrease) in Fund Balance	5,216	(189,773)	(184,557)	12,777	
Fund Balance - Beginning	970,814	976,030	970,814		
Fund Balance - Ending	\$ 976,030	\$ 786,257	786,257	\$ 12,777	

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

Description	October	November	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	0	2,670	2,670	5,000	53%
Prepayment Account	-	-	-	-	N/A
Revenue Account	1	1	2	-	N/A
Special Assessment Revenue					
Special Assessments - On-Roll	2,475	62,384	64,859	255,873	25%
Special Assessments - Off-Roll	-	-	-	-	N/A
Special Assessments - Prepayment	-	-	-	-	N/A
Intragovernmental Transfers In					
Debt Proceeds	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 2,476	\$ 65,055	67,531	\$ 260,873	N/A
Expenditures and Other Uses					
Property Appraiser & Tax Collection Fees	-	-	-	\$ -	N/A
Debt Service					
Principal Debt Service - Mandatory					
Series 2015 Bonds (Phase 3)	-	70,000	70,000	\$ 70,000	100%
Principal Debt Service - Early Redemptions					
Series 2015 Bonds (Phase 3)	-	-	-	-	N/A
Interest Expense					
Series 2015 Bonds (Phase 3)	-	85,488	85,488	169,488	50%
Operating Transfers Out (To Other Funds)					
Total Expenditures and Other Uses:	\$0	\$155,488	\$155,488	\$239,488	N/A
Net Increase/ (Decrease) in Fund Balance	2,476	(90,433)	(87,957)	21,385	
Fund Balance - Beginning	501,555	504,031	501,555	-	
Fund Balance - Ending	\$ 504,031	\$ 413,598	413,598	\$ 21,385	

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

Description	October	November	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	0	1,756	1,756	3,500	50%
Prepayment Account	-	-	-	-	N/A
Revenue Account	1	1	1	8	16%
General Redemption Account	0	0	0	-	N/A
Special Assessment Revenue					
Special Assessments - On-Roll	2,092	52,736	54,827	216,342	25%
Special Assessments - Off-Roll	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	N/A
Operating Transfers In (To Other Funds)	-	-	-	-	N/A
Debt Proceeds	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 2,093	\$ 54,492	56,585	\$ 219,850	N/A
Expenditures and Other Uses					
Property Appraiser & Tax Collection Fees	-	-	-	\$ -	N/A
Debt Service					
Principal Debt Service - Mandatory					
Series 2015 Bonds (Phase 4)	-	55,000	55,000	\$ 55,000	100%
Principal Debt Service - Early Redemptions					
Series 2015 Bonds (Phase 4)	-	-	-	-	N/A
Interest Expense					
Series 2015 Bonds (Phase 4)	-	77,413	77,413	153,994	50%
Operating Transfers Out (To Other Funds)	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$0	\$132,413	\$132,413	\$208,994	N/A
Net Increase/ (Decrease) in Fund Balance	2,093	(77,920)	(75,828)	10,856	
Fund Balance - Beginning	324,289	326,382	324,289		
Fund Balance - Ending	\$ 326,382	\$ 248,462	248,462	\$ 10,856	

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

Description	October	November	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	0	1,893	1,893	3,700	51%
Prepayment Account	-	-	-	-	N/A
Revenue Account	1	1	2	12	17%
Special Assessment Revenue					
Special Assessments - On-Roll	3,384	85,315	88,700	350,060	25%
Special Assessments - Off-Roll	-	-	-	-	N/A
Debt Proceeds					
Operating Transfers In (To Other Funds)	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 3,385	\$ 87,210	90,595	\$ 353,772	N/A
Expenditures and Other Uses					
Property Appraiser & Tax Collection Fees	-	-	-	\$ -	N/A
Debt Service					
Principal Debt Service - Mandatory					
Series 2016 Bonds (Phase 5)	-	105,000	105,000	\$ 105,000	100%
Principal Debt Service - Early Redemptions					
Series 2016 Bonds (Phase 5)	-	-	-	-	N/A
Interest Expense					
Series 2016 Bonds (Phase 5)	-	121,374	121,374	240,963	50%
Operating Transfers Out (To Other Funds)	0	1,893	1,893	-	N/A
Total Expenditures and Other Uses:	\$0	\$228,267	\$228,267	\$345,963	N/A
Net Increase/ (Decrease) in Fund Balance	3,385	(141,057)	(137,672)	7,809	
Fund Balance - Beginning	434,382	437,767	434,382		
Fund Balance - Ending	\$ 437,767	\$ 296,710	296,710	\$ 7,809	

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

Description	October	November	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	0	1,284	1,284	2,200	58%
Prepayment Account	-	-	-	-	N/A
Revenue Account	1	1	1	8	17%
Special Assessment Revenue					
Special Assessments - On-Roll	2,296	57,890	60,187	237,599	25%
Special Assessments - Off-Roll	-	-	-	-	N/A
Debt Proceeds					
Operating Transfers In (To Other Funds)	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 2,297	\$ 59,175	61,472	\$ 239,807	N/A
Expenditures and Other Uses					
Property Appraiser & Tax Collection Fees	-	-	-	\$ -	N/A
Debt Service					
Principal Debt Service - Mandatory					
Series 2017 Bonds (Phase 6)	-	70,000	70,000	\$ 70,000	100%
Principal Debt Service - Early Redemptions					
Series 2017 Bonds (Phase 6)	-	-	-	-	N/A
Interest Expense					
Series 2017 Bonds (Phase 6)	-	82,713	82,713	164,200	50%
Debt Service-Other Costs					
Operating Transfers Out (To Other Funds)	0	1,284	1,284	-	N/A
Total Expenditures and Other Uses:	\$0	\$153,996	\$153,996	\$234,200	N/A
Net Increase/ (Decrease) in Fund Balance	2,297	(94,822)	(92,525)	5,607	
Fund Balance - Beginning	282,804	285,101	282,804		
Fund Balance - Ending	\$ 285,101	\$ 190,279	190,279	\$ 5,607	

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 November 30, 2021

Description	October	November	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	1	2	2,700	0%
Prepayment Account	-	-	-	-	N/A
Revenue Account	2	2	3	1,100	0%
Special Assessment Revenue					
Special Assessments - On-Roll	4,983	125,627	130,610	515,479	25%
Special Assessments - Off-Roll	-	-	-	-	N/A
Debt Proceeds					
Operating Transfers In (To Other Funds)	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 4,986	\$ 125,630	130,616	\$ 519,279	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)	-	170,000	170,000	\$ 170,000	100%
Principal Debt Service - Early Redemptions					
Series 2019 Bonds (Phase 7,8,Hatcher)	-	-	-	-	N/A
Interest Expense					
Series 2019 Bonds (Phase 7,8,Hatcher)	-	174,143	174,143	345,438	50%
Debt Service-Other Costs					
Operating Transfers Out (To Other Funds)	1	1	2	-	N/A
Total Expenditures and Other Uses:	\$1	\$344,144	\$344,145	\$515,438	N/A
Net Increase/ (Decrease) in Fund Balance	4,985	(218,514)	(213,529)	3,841	
Fund Balance - Beginning	648,324	653,309	648,324		
Fund Balance - Ending	\$ 653,309	\$ 434,795	434,795	\$ 3,841	

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

Description	October	November	Year to Date	Total Annual Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	\$ -	\$ -
Interest Income				
Construction Account	0	0	0	-
Cost of Issuance	-	-	-	-
Debt Proceeds				
-	-	-	-	-
Operating Transfers In (From Other Funds)	0	1,893	1,893	-
Total Revenue and Other Sources:	\$ 0	\$ 1,893	\$ 1,894	\$ -
Expenditures and Other Uses				
Executive				
Professional Management	-	-	\$ -	\$ -
Other Contractual Services				
Trustee Services	-	-	\$ -	\$ -
Printing & Binding	-	-	\$ -	\$ -
Legal Services				
Legal - Series 2016 Bonds (Phase 5)	-	-	\$ -	-
Other General Government Services				
Stormwater Mgmt-Construction	-	-	\$ -	\$ -
Capital Outlay				
Construction in Progress				
Cost of Issuance				
Series 2016 Bonds (Phase 5)	-	-	-	\$ -
Underwriter's Discount				
-	-	-	\$ -	-
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	-
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -
Net Increase/ (Decrease) in Fund Balance	0	1,893	\$ 1,894	-
Fund Balance - Beginning	21,810	21,810	21,810	-
Fund Balance - Ending	\$ 21,810	\$ 23,704	\$ 23,704	\$ -

Prepared by:

JPWARD and Associates, LLC

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

Description	October	November	Year to Date	Total Annual Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	-	\$ -
Interest Income				
Construction Account	0	0	0	-
Cost of Issuance	-	-	-	-
Debt Proceeds				
		-	-	-
Operating Transfers In (From Other Funds)	0	1,284	1,284	-
Total Revenue and Other Sources:	\$ 0	\$ 1,284	\$ 1,284	\$ -
Expenditures and Other Uses				
Executive				
Professional Management	-	-	\$ -	\$ -
Other Contractual Services				
Trustee Services	-	-	\$ -	\$ -
Printing & Binding				
	-	-	\$ -	\$ -
Legal Services				
Legal - Series 2016 Bonds (Phase 5)	-	-	\$ -	-
Capital Outlay				
Water-Sewer Combination-Construction	-	-	\$ -	\$ -
Stormwater Mgmt-Construction	-	-	\$ -	\$ -
Off-Site Improvements-CR 951 Extension	-	-	\$ -	\$ -
Construction in Progress				
	-	-	\$ -	-
Cost of Issuance				
Series 2017 Bonds (Phase 6)	-	-	-	\$ -
Underwriter's Discount				
	-	-	\$ -	-
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	-
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -
Net Increase/ (Decrease) in Fund Balance	0	1,284	\$ 1,284	-
Fund Balance - Beginning	14,237	14,237	14,237	-
Fund Balance - Ending	\$ 14,237	\$ 15,521	\$ 15,521	\$ -

Prepared by:

JPWARD and Associates, LLC

**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 November 30, 2021**

Description	October	November	Year to Date	Total Annual Budget
Revenue and Other Sources				
Carryforward	\$ -	\$ -	-	\$ -
Interest Income				
Construction Account	0	0	0	-
Cost of Issuance	-	-	-	-
Retainage Account	-	-	-	-
Debt Proceeds		-	-	-
Contributions from Private Sources		-	-	-
Operating Transfers In (From Other Funds)	1	1	2	-
Total Revenue and Other Sources:	\$ 1	\$ 1	\$ 2	\$ -
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)	\$ -	\$ -	\$ -	-
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -
Net Increase/ (Decrease) in Fund Balance	\$ 1	\$ 1	\$ 2	-
Fund Balance - Beginning	34,281	34,282	34,281	-
Fund Balance - Ending	\$ 34,282	\$ 34,283	\$ 34,283	\$ -