FLOW WAY COMMUNITY DEVELOPMENT DISTRICT



REGULAR MEETING AGENDA

February 18, 2021

PREPARED BY:

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

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FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

February 11, 2021

Board of Supervisors Flow Way Community Development District

Dear Board Members:

This Regular Meeting of the Board of Supervisors of the Flow Way Community Development District will be held on Thursday, February 18, 2021 at 1:00 P.M. in Conference room of the offices of Woods, Weidenmiller, Michetti, & Rudnick, 9045 Strada Stell Court, Suite 400, Naples, Florida 34109.

The venue for this meeting is the offices of Woods, Weidenmiller, Michetti, & Rudnick and was specifically chosen such that the District will be able to meet the social distance guidelines for this meeting for Board Members/ and Staff only for the meeting. With the limitation for people in the meeting room the District encourages members of the public to join by video or audio using the link below.

Please ensure that all Board Members and Staff in attendance bring and wear masks during the meeting.

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

Weblink:

https://districts.webex.com/districts/onstage/g.php?MTID=edfedbdcfb62220d0bc168cda7a1b63aa

Access Code: 179 469 9366

Event password: Jpward

Call in information if you choose not to use the web link:

Phone: 408-418-9388 and enter the access code 179 469 9366 to join the meeting.

The link to the meeting will also be posted on the District's web site: www.Flowwaycdd.org.

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.

New Business

- 3. Consideration of Minutes:
 - January 21, 2021 Regular Meeting
- 4. Consideration of Agreement with Calvin Giordano & Associates to provide field management services for the transfer of the District's assets from the Master HOA to the District.
- 5. Staff Items
 - I. District Attorney Woods, Weidenmiller, Michetti, & Rudnick
 - II. District Engineer None
 - III. District Manager JPWard & Associates, LLC
 - a. Financial Statements for period ending January 31, 2021 (unaudited)

Old Business

- 6. Agreement with Master Homeowner's Association and District. (Continuing Item until Final Decision)
- 7. Discussion of Future Funding of Preserve Mitigation and Maintenance (*Continuing Item until Final Decision*)
- 8. Staff Items
 - District Attorney
 - a. Complaint regarding Ownership and Maintenance responsibilities for the Main Preserve located within the boundaries of Flow Way CDD.
 - II. District Manager
 - a. Audit of Preserves Expenditures (Grau and Associates)
 - b. Developer relocation of Resident Walkway
- 9. Board Items (None)

Final Board Items

- 10. Audience Comments
- 11. Announcement of Next Meeting March 18, 2021
- 12. Adjournment

Meetings for Fiscal Year 2021 are as follows:

October 15, 2020	November 19, 2020
December 17, 2020	January 21, 2021
February 18, 2021	March 18, 2021
April 15, 2021	May 20, 2021
June 17, 2021	July 15, 2021
August 19, 2021	September 16, 2021

Staff Review of New Items

The Second Order of Business is the consideration of the January 21, 2021 Regular Meeting Minutes.

The Third Order of Business is the Consideration of Agreement with Calvin Giordano & Associates to provide field management services for the transfer of the District's assets from the Master HOA to the District.

Item 8(II)(a) — is a review of the audit of the preserve expenditures from October 1, 2013 through September 30, 2020. The District's Auditor, Grau and Associates, was engaged to look at all invoices/bond expenditures during that timeframe, and determine which expenditures included the word "preserves" in the expenditure backup. In order to accomplish this, the Manager provided a complete list of all expenditures and all invoices/bond expenditure during that timeframe for the auditor, of which, that report outlines all that information. This CDD has both internal preserves (those inside the CDD) and external preserves (the 1000+ acres outside the CDD boundaries) — with that information, this report shows both. With that said, the requisition payment noted in the report, is for the internal preserves only, this CDD did not own the external preserves at the time. All the other expenditures were related to the external preserves, although I want to point out that the work of Turrell, Hall, and the aquatic vendor included the internal preserves, which is a very small percentage of the overall costs.

Item 8(II)(b) relates to work that is being done by Taylor Morrison to move a portion of the existing resident walkway currently located within an area that is a part of the District's water management system and is not a permitted use. As such, I have been advised that the walkway is being relocated outside of the water management system by the Developer. Attached is the email from the Developer, along with a short writeup/location map, and pictures of the work that started.

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.

Flow Way Community Development District

Tomes P Word

James P. Ward District Manager

Flow Way Community Development District Opportunity to be Heard for Board Meetings

PUBLIC COMMENT PERIODS. The Chair, his or her designee, or such other person conducting a District Meeting ("<u>Presiding Officer</u>"), shall ensure that there is at least one period of time ("<u>Public Comment Period</u>") in the meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- a. The Public Comment Period shall be provided at the start of each District Meeting before consideration of items scheduled on the Agenda for consideration. In the event there is an item that comes before the Board that is not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such item prior to voting on the proposition.
- b. Speakers shall be permitted to address any agenda item or non-agenda matter(s) of concern to the District, during the Public Comment Period.
- c. To the extent the agenda for the District Meeting includes a specific public hearing that is required by Florida law, all public comments on the agenda item that is the subject to the public hearing will be taken following the opening of the public hearing for said agenda item.
- d. Individuals wishing to make a public comment are limited to three (3) minutes per person. A potential speaker may not assign his/her three (3) minutes to extend another speaker's time.
- e. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business; provided, however, that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board at a District Meeting shall identify themselves at the beginning of each Public Comment Period in the manner announced by the Presiding Officer. In the event that public attendance is high and/or if otherwise deemed necessary in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards which will request the following information: (a) the individual's name, address and telephone number; (b) the proposition on which the person desires to be heard; (c) the individual's position on the proposition (i.e., "for," "against," or "undecided"); and (d) if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group.

PUBLIC DECORUM. The following policies govern public decorum at District Meetings:

- a. Each person addressing the Board shall proceed to the place designated assigned for speaking, if any, and should state his or her name and address in an audible tone of voice for the public record.
- b. All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a member of the Board or a District staff member shall be

Flow Way Community Development District Opportunity to be Heard for Board Meetings

permitted to enter into any discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

- c. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any member of the Board, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.
- d. In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
 - 1. The Presiding Officer may declare a recess.
 - 2. The Presiding Officer may contact the local law enforcement authority.
 - 3. In the event a person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, Florida Statutes, or other applicable law.

EXCEPTIONS.

- a. The Board recognizes, and the Board or may apply, all applicable exceptions to Section 286.0114, including those set forth in Section 286.0114(3), Florida Statutes and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.
- b. This Resolution is being adopted in accordance with Section 286.0114, Florida Statutes existing as of the date of this Resolution. After this Resolution becomes effective, it may be repealed or amended only by subsequent resolution of the Board. Notwithstanding the foregoing, the District may immediately suspend the application of this Resolution, in whole or in part, if the District determines that the Resolution conflicts with Florida law. In the event that the Resolution conflicts with Florida law and its application has not been suspended by the District, this Resolution should be interpreted in the manner that best effectuates the intent of the Resolution while also complying with Florida law. If the intent of the Resolution absolutely cannot be effectuated while complying with Florida law, the Resolution shall be automatically suspended.

MINUTES OF MEETING 1 2 FLOW WAY 3 COMMUNITY DEVELOPMENT DISTRICT 4 5 The Regular Meeting of the Board of Directors of the Flow Way Community Development District was 6 held on Thursday, January 21, 2020 at 1:00 P.M. in the conference room of the offices of Woods, 7 Weidenmiller, Michetti, & Rudnick, 9045 Strada Stell Court, 4th floor, Naples, Florida 34109. 8 9 10 Present and constituting a quorum: 11 Zack Stamp Chairperson 12 Ron Miller Vice Chairperson 13 Tom Kleck **Assistant Secretary** Martinn Winters 14 **Assistant Secretary** 15 Andrew Miller 16 17 Also present were: James P. Ward 18 District Manager 19 District Counsel **Greg Woods** 20 Jessica Tolin **District Counsel** 21 22 Audience: 23 David Boguslawski 24 Joanne Holt 25 Karl Schneider 26 Kristin Howlett 27 Ed Staley 28 **Bruce Bernard** 29 Michael Connor 30 Jonathan Oriole 31 32 All resident's names were not included with the minutes. If a resident did not identify themselves 33 or the audio file did not pick up the name, the name was not recorded in these minutes. 34 35 36 PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE 37 TRANSCRIBED IN ITALICS. 38 39 40 FIRST ORDER OF BUSINESS Call to Order/Roll Call 41 42 Chairperson Zack Stamp called the meeting to order at approximately 1:00 p.m. Roll call was conducted 43 and all Members of the Board were present constituting a quorum. He stated there would be a period of 44 public comment at the end of the meeting for non-agenda items. 45 46 **SECOND ORDER OF BUSINESS Public Comments for NON-Agenda items**

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

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

THIRD ORDER OF BUSINESS

Consideration of Minutes

December 17, 2020 Regular Meeting Minutes

Chairperson Stamp asked if there were any additions or corrections to the Minutes; hearing none, he called for a motion to approve the December 17, 2020 Regular Meeting Minutes as presented.

On MOTION made by Mr. Tom Kleck, seconded by Mr. Martinn Winters, and with all in favor, the December 17, 2020 Regular Meeting Minutes were approved.

FOURTH ORDER OF BUSINESS

Authorization to Advertise

Authorization to Advertise for District Engineer in accordance with the Consultants Competitive Negotiations Act (Chapter 287 Florida Statutes)

a) Letter of resignation of Waldrop Engineering as District Engineer for the Flow Way Community Development District, dated December 21, 2020 and effective March 21, 2021

Chairperson Stamp asked District Manager Jim Ward to review this Item.

Mr. Jim Ward: Waldrop Engineering who was the District Engineer has resigned as the District Engineer for this particular District. The effective date of the resignation is March 21, 2021. That is based the firms contract with the District. The way which the Statute works is Chapter 287 of the Florida Statutes indicates a District must advertise publicly for retention of a new District Engineer. You can hire interim people on a temporary basis. In order to have a permanent engineer, we need to go through the CCNA process. This means we need to advertise in the newspaper in Collier County and any engineer may submit their proposals to us. The way in which this statute works these are non-price-based proposals. They are only qualification-based proposals. Based on those qualifications, if you receive at least three of them you have to rank them, #1, #2, and #3. If you receive more you do not need to rank the additional ones, if you receive less you will rank however many you receive. Once you rank those three firms then I will have to go back and negotiate a contract with them. They will identify their fee structure. The fee structure will simply be what their hourly rates are for their charges and then I bring the contract back to you for approval at a Board Meeting. This process takes 3 months generally speaking. This particular item on the Agenda is simply for authorization to go through the process of advertising for a new District Engineer.

Mr. Rom Miller: Is this purely hourly or a set fee for services?

 Mr. Ward: They are generally hourly rate contracts, and then we authorize them to do specific tasks. If it's me authorizing, sometimes when it's a 1-hour job, I don't ask for a proposal. If it's something more than that I will ask for a specific scope and fee to do that and sometimes I will bring it back to the Board depending upon how much it is, or I will go ahead and authorize the work as appropriate. They don't have carte blanche to go out and do anything.

Mr. Stamp asked if there were any further questions; hearing none, he called for a motion.

On MOTION made by Mr. Tom Kleck, seconded by Mr. Martinn Winters, and with all in favor, the District Manager was authorized to advertise for a District Engineer in accordance with the Consultants Competitive Negotiations Act

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-2

Consideration of Resolution 2021-2, a Resolution of the Board of Supervisors of the Flow Way Community Development District Declaring Special Assessments; Indicating the Location, Nature and estimated cost of those Improvements which cost is to be defrayed in whole or in part by the Special Assessments; Providing the portion of the estimated cost of the improvements to be defrayed in whole or in part by the Special Assessments; Providing the manner in which such Special Assessments shall be made; Providing when such Special Assessments shall be made; Designating lands upon which the Special Assessments shall be levied; Providing for an assessment plat; Adopting a preliminary assessment roll; Providing for a Public Hearing to consider the advisability and propriety of said Assessments and the related improvements; Providing for Notice of said Public Hearing; Providing for publication of this Resolution

Chairperson Stamp: Next item is the consideration of the Resolution regarding the Hatcher property. Is there a motion on that?

Mr. Drew Miller made a motion to approve Resolution 2021-2. There was no second.

Chairperson Stamp: Is there a second? Hearing none, we'll move on.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2021-3

Consideration of Resolution 2021-3, a Resolution of the Board of Supervisors of the Flow Way Community Development District setting a Public Hearing to be held on March 18, 2021 at 1:00 P.M. and held at a Location to be determined during this meeting, for the purpose of hearing public comment on Imposing Special Assessments on certain property within the District generally described as the Flow Way Community Development District in accordance with Chapters 170, 190 and 197, Florida Statutes

Chairperson Stamp: Item 6 becomes moot. We will move on.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-4

Consideration of Resolution 2021-4, a Resolution of the Board of Supervisors of the Flow Way Community Development District designating new location for the remaining Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021

Mr. Ward: The District adopted a Resolution which sets our board meeting dates, times, and location. At that time, they were at the prior attorney's law offices. I have redone this Resolution to set the balance of the meetings for 2021, same dates, same times, but at the location here of Woods, Weidenmiller, Michetti, & Rudnick, 9045 Strada Stell Court, 4th floor, Naples, Florida 34109. This simply allows me to advertise the balance of the meetings at this one location rather than having to post a separate meeting notice for each meeting. It doesn't preclude you from changing dates, times, or locations of meetings in the future. It merely allows us to have a regular board meeting date, time, and location.

Chairperson Stamp asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Mr. Ron Miller, seconded by Mr. Tom Kleck, and with all in favor, Resolution 2021-4 was adopted, and the Chair was authorized to sign.

EIGHTH ORDER OF BUSINESS

Staff Reports

164 Staff Reports

I. District Attorney - Woods, Weidenmiller, Michetti, & Rudnick

a. Code of Ethics Complaint process

Mr. Drew Miller: Last month I asked Mr. Woods to review, just to make sure that the CDD wasn't opening itself up for any kind of litigation risk on not passing the Resolution 2021-2, and 2021-3 Hatcher Resolutions.

Mr. Greg Woods: No, there is no exposure for not moving forward on those Resolutions.

Mr. Ron Miller: I understand you maybe had a touch of COVID? How are you doing?

Mr. Woods: I am in day 5 and day 5 is much better than days 1 and 2, but day 5 still isn't a picnic. I'm doing pretty good. Thank you, Ron.

Mr. Ron Miller: I wish you a speedy recovery.

Chairperson Stamp: You want to talk about the code of ethics complaint? Does anyone have any questions on that?

Mr. Ron Miller: I think last month we left this open for further discussion. I've been back and that Section 112.1341 or whatever, talking about Board Members being required to abstain from voting on financial matters that would benefit their employer. I think that statute has been violated, and I

think it has been violated numerous times. I would like to visit on what I think was the most egregious violation. It was where the three Taylor Morrison Board Members presented motions and passed them to allow the Chairman to work with South Florida which was definitely an adverse position financially for the CDD per statute with respect to Taylor Morrison it was to retroactively relieve Taylor Morrison of mitigation and to totally eliminate the funding of the preserves. Clearly it benefitted Taylor Morrison, and clearly it was adverse to the CDD. I think there has been a violation and my job kind of got at that time and it was brought up and clearly mentioned at that time about fiduciary responsibilities and even the site of the Florida Code of Ethics. That did not slow down the three Taylor Morrison Board Members. They made the motion and passed it, and so I think the Board needs to pursue the code of ethics violation. It might be unfair to the other Board Members to make a motion at this point because this might be pressure on your minds. Maybe you read the Statute, maybe you haven't. maybe you've thought about the South Florida situation, maybe you haven't. I want to at this point make a motion that we ask the CDD to file that Code of Ethics violation at this point. I would ask the Board Members to think about that between now and the February meeting where we can further discuss it and perhaps add that motion to do so.

Mr. Tom Kleck: Is there any recommendations from Counsel as to how the CDD should approach this?

Mr. Woods: Because of the nature of our litigation against Taylor Morrison, I think there are a lot of reasons, in traditional litigation, and even for the CDD, I would recommend against filing the Ethics violation. It turns — Taylor Morrison will use it in the litigation against us and will say basically the CDD Board is now trying to be vindictive and taking personal shots back at them. I think it undermines our very good position in the litigation. That's the primary reason. The second, an ethics violation, it's arguable whether or not there was a technical violation or not. I understand your position and your reading of it, and you could get there, but it is not as clear cut as I think you think it is. It would be an opportunity, if an individual not on the Board, if a resident of the community wanted to file an ethics violation, I think that would be fine, but I would try and dissuade the Board from engaging in that activity itself.

Chairperson Stamp: I understand the frustration, with the Taylor Morrison people on the Board. As he said, if a private citizen wants to bring this, I wouldn't tell them not to. They could certainly do that on their own dime. And I also don't know that the CDD is authorized to bring this. I don't think they are authorized to own the preserve either, but that's another question. You know that what the duties of the CDDs are, they're there to file ethics complaints, but I'm not sure about that. That's my reading of it. Maybe it falls into some of our general powers to do that. I would also say we might want to revisit this down the road if what I think will happen happens, and that is during discovery we are going to find out that these earlier Taylor Morrison Meetings were totally scripted and directed outside of all the Sunshine Laws. If you look at their minutes, there is no debating, there is no discussion, there was no dissent, there was no "what's in the best interest of the resident?" It was all fairly scripted. I think that may come out and that may be something more substantial, more easily proven, than what you're talking about. So, we will leave it open as an item at this point.

Mr. Martinn Winters: I have a copy of the minutes from the September 18, 2018 Board Meeting wherein the Board voted to accept the external preserves, and it looks like maybe some of the Taylor Morrison representatives on the Board were omitted from the litigation, and I was wondering

whether or not the litigation is going to be modified to make sure we get all the Taylor Morrison Board Members.

Chairperson Stamp: There was a mistake there. There will be an amendment. Two of the named members will be dropped, two will be added. There might be a couple of other amendments as well. Potentially the homeowner's association, because it's my assumption and others that in a few months the homeowner's association will probably be a co-plaintiff with us. But they were brought in in an abundance of caution, so any rights they had, if they wanted to preserve them, they were at the table. So, yeah, at the end of this we will talk about the lawsuit, and I've been working with counsel on getting that going.

II. District Engineer

No District Engineer report.

III. District Manager - JPWard & Associates, LLC

a) Financial Statements ending December 31, 2020 (Unaudited)

Mr. Ward: I have nothing for you.

NINTH ORDER OF BUSINESS

Agreement with MHOA and District

Agreement with Master Homeowner's Association and District

Chairperson Stamp: We had hoped to have a joint call between the HOA and the HOA Council and the CDD Council, but unfortunately that was not able to be arranged. It will be held next week to work this out, but it is my feeling, and I think most in here feel we ought to cancel this and move on, but Jim do you want to give us your thoughts?

Mr. Ward: As you know, there is an agreement that has been in place with the Master Homeowner's Association since 2013 or 2014 and it really covers the maintenance of the District's water management system which are lakes and littoral shelf plantings, the use of irrigation line that supplies irrigation water to the community and entranceway landscaping. Generally speaking, in transition CDDs, many of them choose to move those agreements back into the CDD for operation and maintenance for efficiency purposes, and for the District's overall ability to actually manage that type of an asset in a fashion different than the way I see most homeowner's associations do that. Last year, this was in your budget. I recommended to you that it be done. I haven't changed that recommendation to you at all on a going forward basis, and I think it's something you should consider, especially now that I know you are going to begin the transition to a resident controlled HOA board which I know will put 10,000 things on their plate to deal with.

Mr. Drew Miller: You have property and landscaping. I pointed out the map last month. I suggest with you work with the HOA on a new agreement. Not to say the HOA would stop maintaining that area, but if you just wholesale get rid of this without having an agreement on that area, to me why don't we vote one of you to coordinate with the HOA and at least put together something that makes sense. There are still property and assets that are in the CDD that probably make sense to stay in the HOA, like the front

entrance landscaping. That's probably the easiest thing, a simple amendment to the agreement rather than just a wholesale get rid of it. It's up to you guys. I'm just throwing that out there to help.

Mr. Ron Miller: I think the best way is to terminate that agreement, and we can do that on 30 days' notice, it's pretty easy for us to do. In my mind the question is more about timing. It's gone on this long and maybe think about a timing coterminous with the turnover on the HOA side. I like Drew Miller's thoughts about the landscaping. If that's the only landscaping the CDD is involved in and the HOA has everything else under the sun, we might want to continue. The HOA would have to go along with, but we need to think about leaving that with the HOA.

Mr. Drew Miller: I have it from last month's – things like 142, the landscape exhibit, it shows you what the CDD's land deeded that requires landscaping, it might help you to use that exhibit in the agreement and work something out where at the very least, they would take that. That would be my suggestion.

Mr. Ward: There are three elements of the existing agreement. There is landscaping out on where the arterial road is, the irrigation system, and the drainage system. Drew has a good point with respect to the landscaping, and irrigation. I am unfamiliar with those two pieces of that puzzle. The water management system actually is, while the biggest part of the transaction, the easiest part to transition. Working out another agreement with them I think would not be that difficult to do, and clearly maybe they would like to keep that. Maybe it's better for you all to turn the landscaping and the irrigation over to the HOA and let the District handle the drainage system. In any event, waiting till that transition point is probably not something I would do. I would suggest we start that now, but unless we have some idea of where we want to go with that, I think there is nothing to do. I would suggest we start that and at least have some direction. We can at least start that transition with one of those assets, at least with the drainage system, and maybe deal with the other two parts on a going forward basis without me having to terminate the entire agreement. I think I can take a look at that and pull-out pieces of it if necessary.

Chairperson Stamp: We have to give them 30 days. We can give 60 days, which would give us time to work things out.

Mr. Ward: Yeah, or alternatively if you just want to give me direction to work out a solution to this problem, whether it's the entire agreement or parts of it, we could move forward with something without having to do a full termination at this point.

Mr. Winters: There has been a new story on Link News three times that Esplanade is laying off its employees, and while that may be a mandatory 60-day notice to the employees, it is having an unsettling effect on the employees and staff that maintain the HOA and my concern is that people are going to be paying more attention looking for jobs, than they are for maintaining things. I think as soon as we get control of the assets that the CDD is ultimately responsible for, the better. My second concern though is any more of Taylor Morrison's responsibilities than we already have, to the extent that there is deferred movements on some of the ponds and waterways, grasses growing where they shouldn't be, that need to be removed. Plantings that haven't been done. I want to make sure the CDD does not inherit any of Taylor Morrison's responsibilities. They've deferred enough to the residents as it is.

Mr. Kleck: I wanted to go along with what Mr. Winters' said and get some clarification for, not only the Board, but for the homeowners about the status of the lakes and the ponds. I'm getting several emails and nasty calls about why our ponds and lakes are turning into swamps. My point is, at this point I don't

think the CDD is responsible for it, and doesn't the County have to approve it before you guys can turn that over Drew?

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Mr. Drew Miller: I don't know about what the turnover process is. There is definitely a permit out and some bonds out. The fixtures I've seen are all looking good as far as I can tell with my laymen eyes. I don't think there is – but my understanding is we just hired somebody last time to go do the review of it, so I think all of that is being processed.

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Mr. Kleck: So, who is responsible for it right now? Taylor Morrison?

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341 Mr. Drew Miller: I don't know that answer. There is some responsibility for both.

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Chairperson Stamp: So, would the solution here be to authorize Jim to move forward starting to negotiate the ultimate cancellation of the contract and let us cancel it at the next meeting? Does that get you to where you need to be from a time standpoint, and we can –

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347 Mr. Ward: If we cancel it or not is – if you want to start it, we need to start the process. It doesn't go anywhere without action.

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Mr. Ron Miller: Jim, in your thought process about moving forward, would we think we would be knocking with the HOA about that and get their viewpoint before we start taking lateral action?

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Mr. Ward: I think talking to the homeowner's association is a good idea, whether the existing or whoever the new board members will be, it wouldn't hurt to have a talk and let's see what we can do about moving the process forward. That's always a good thing.

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Mr. Winters: Is this something we could do Jim? Could we get the authorization to do it? Or is it something one of us is better positioned to do?

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Mr. Ward: It's easy for me to do it, but if you want to do it you can try to do it. I'll be glad to do it, but I'll be glad to work with you on it.

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Mr. Winters: You are probably better qualified to do this than I am, but I'm happy to ride shotgun with you and try to act as a liaison or go between with the HOA.

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Chairperson Stamp: So, the consensus here is you are going to terminate it at some point, but we are not agreeing on it being certain.

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Mr. Martinn Winters made a motion to give the District Manager authority to move forward to carve out sections of the maintenance agreement such as the appropriations CDD and lead with the HOA agreement towards something more appropriate with the HOA, and Mr. Ron Miller seconded the motion.

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373 Mr. Tom Kleck: Will the CDD Board and the HOA Board have the ability to meet together and hold a meeting according to the Sunshine Laws, etc.?

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376 Mr. Ward: They are always welcome to attend your meetings and provide input. A joint meeting would 377 be them attending a CDD meeting.

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On MOTION made by Mr. Martinn Winters, seconded by Mr. Ron Miller, and with all in favor District Manager Jim Ward was given authority to move forward to carve out sections of the maintenance agreement such as are appropriate to the CDD and leave with the HOA what deems to be more appropriate for the HOA.

TENTH ORDER OF BUSINESS

Discussion of Preserve Funding

Discussion of Future Funding of Preserve Mitigation and Maintenance

Chairperson Stamp: What I am thinking here is having the Board pass a nonbinding resolution saying that basically we are through funding the preserves coming from the Fiscal Year we are in and give Jim some direction on putting together the budget and also lets us go to the Corp of Engineers and say we don't intend to fund this anymore. We don't think we should. How are we going to work this out? This is not going to be a binding resolution. If I can go to them and say the board agreed 3 to 2 or whatever but that is certainly our intent. We can go a different direction, but that's my thought.

Mr. Ron Miller: So, you are looking for a nonbinding resolution to open a discussion with the Corp.

Chairperson Stamp: Yes. I don't want to just walk in and say this is what I think as we are just going to do it. I want to be able to go in and say the Board has told me this is what they want.

Mr. Drew Miller: Can we ask Greg to chime in on whether making that motion opens us up for litigation from bond holders because we have an obligation to maintain the assets the CDD owns? I don't know how that ties into what the bond holder obligations are. Have we looked at that? If we are making a move that says hey, we are definitely not going to pay, are we making any kind of statement that might put us in jeopardy?

Chairperson Stamp: We are not talking about not funding the operations and maintenance or paying off the capital debt. This is only the preserves. Greg, do you have an opinion? Jessica?

Mr. Woods: We have not spoken with the bond holder's counsel as to any specifics. Our understanding is we would probably not be violating the terms, but we are trying to confirm that with the bond holder counsel, so I would like us to take a look at that before we express an opinion one way or another.

Chairperson Stamp: Would it be your advice to hold off on this move of the Board for a resolution or otherwise deal with it? We can always come back and reverse it.

Mr. Woods: (Indecipherable)

Mr. Ron Miller: Greg, there are different reasons to be looking at the bond indentures, the 2014 bond indenture for the purposes of looking forward to refinancing it which we cannot do until 2014. For that reason, totally different from what we are talking about here, I just recently went through one of those, and I recall reading the indenture that was specific to the boundaries of the CDD and the internal preserves. I didn't see anything in that bond indenture with respect to the external preserves whatsoever. That bond

holder didn't even know they existed; it wasn't a part of it. You might want to take a look, but I don't think
 that should be an issue because it is not even a part of the indenture.

Mr. Woods: Let us confirm. That's a good point Ron. Let us confirm that and if that is in fact the case, you are right.

Mr. Zack Stamp: do you recommend we hold off on that then, so we can see?

Mr. Woods: We would prefer if you could hold off until the next meeting on this issue.

Mr. Ward asked if Mr. Ron Miller and Mr. Kleck were willing to withdraw the motion and second; the motion and second were withdrawn.

ELEVENTH ORDER OF BUSINESS

Staff Items

I. District Attorney

a. Ethics Complaint

Chairperson Stamp indicated this Item had already been discussed.

b. Petition for Administrative Hearing SFWMD Permit Modification transferring operations to the Flow Way CDD.

Chairperson Stamp asked if there were any updates regarding this Item?

Ms. Jessica Tolin: On the petition that was filed, there was the order entered dismissing it, so what you could do to pursue it further, there is a 30-day deadline to appeal. We are still within that 30 days. That would be something that you all could consider doing. I think it would be our suggestion just to pursue the lawsuit at this point, because the South Florida Water Management District's opinion was essentially that it is out of their jurisdiction and they want the courts to decide. It probably makes sense to pursue the issue with the courts and let them come down to a position as opposed to putting it on appeal and potentially having an appellate decision happen first that may or may not be favorable for the CDD.

Mr. Woods: We are kind of late to the game in the South Florida Water Management District action. Our stronger position is with the Army Corp of Engineers and with the litigation itself. I would rather focus our efforts on the things I think are positive for us as opposed to trying to appeal the South Florida Water Management District where we are more likely to lose and diffuse the momentum we may gain in the other venues.

Chairperson Stamp: Would it be fair to say that South Florida didn't say necessarily that we were wrong, they said you should have been bringing these actions years ago? But because Taylor Morrison controlled the Board --

Mr. Woods: That is a fair statement.

Mr. Drew Miller: Is it? I read it totally different. Approximately five years prior to the commencement of construction on September 13, 2007, the ERP was modified to update the long-term operating entity to the Flow Way Community Development District, a newly created CDD established by Collier County Ordinance 2002-09. Listen, it would not have come off the ground without modifications to these permits. It's pretty clear. I just want to make sure anybody listening in the audience actually recognizes that, in my opinion, it is not at all what this letter says. This letter clearly says that SFWMD sees the Flow Way CDD as the long-term operating entity.

Chairperson Stamp: And if we didn't, we should have objected several years ago. We blew the timing.

Mr. Drew Miller: I don't see where that says that anywhere.

Mr. Ron Miller: I thought we had already filed an appeal.

Chairperson Stamp: We did, and they ruled against us basically saying, too late.

Mr. Ron Miller: When did that ruling come out?

Ms. Tolin: I'm pulling up the document. You could do a judicial review, which would put it in the District Court of Appeals. It was January 5, 2021.

Mr. Ron Miller: I find it somehow ironic to be talking in that regard, because the CDD was under control of Taylor Morrison people and those very people are the ones who asked on behalf of the CDD, to change the permit. So, how could the CDD possibly object if they are the ones who requested it?

Mr. Drew Miller: I don't understand that logic because there is no point in a CDD period – if you follow that logic, that logic would go through for everything? Then it doesn't add up. There is no reason for a CDD to do stormwater and there is no reason for a CDD to do roads. Now you are finding the whole purpose of a CDD and that seems different than what I felt your intent on this suit was. This seems interesting. That logic doesn't follow in my head.

 c. Memorandum/Complaint regarding Ownership and Maintenance responsibilities for the Main Preserve. Document Link: http://jimwardcdd.com/Files/FW - Taylor Morrison - Filing 12 30 2020.pdf

Chairperson Stamp: The complaint, as we indicated earlier in the conversation, there will be an amendment report coming, and the counsel will work on getting that fine-tuned. We will file that in the next couple of weeks if not sooner. Jessica or Greg do you have anything to add to that?

Ms. Tolin: I think you've covered the primary changes, which is swapping out the two individual defendants that were previously named with the two that were on the Board at the time of the transfer in September 2018.

Mr. Ron Miller: Jessica, at the last meeting, I thought what I heard was the intent was to name the five Taylor Morrison personnel on the Board that approved the transfer of the preserves. Is that still true?

Ms. Tolin: I'm sorry, my audio isn't that good. What were you asking?

Mr. Ron Miller: I thought that when we discussed at the last meeting the intent was to name the five Taylor Morrison personnel on the Board that approved the transfer of the preserves. Their names added. Is that my understanding?

Ms. Tolin: Yes, that's what we are correcting it to do.

Mr. Ron Miller: Okay. That's good. And we also discussed, and we left it open, about adding the three new Taylor Morrison members, post conveyance of the preserves, as named defendants. Are we talking about that as well or is that a different subject?

Mr. Woods: We are right now adding John Wollard and Drew Miller.

Mr. Ron Miller: Why are we excluding Tim Martin who was part of the three working on the Board at the time? We're adding two, but not him as a third. Before we talk about that I would like to ask if you are a named defendant, can you be deposed or are you exempt from being deposed?

Chairperson Stamp: He will be.

Mr. Ron Miller: even if (Indecipherable)

Chairperson Stamp: (Indecipherable.)

Mr. Ron Miller: Why are we excluding Tim Martin? If we are naming two of the three, why not all three?

Mr. Zack Stamp: Correct me if I'm wrong then, but the thought was the Board at the time the District brought in the property was the thing that triggers the liability (indecipherable) or other things putting a time period (indecipherable). Whatever our damages are, are our damages. I think we (indecipherable). Adding more defendants doesn't increase the number of the people that are liable.

Ms. Tolin: The facts that we are focusing on are the transfer of the preserves which going off of that September 2018 Meeting Minutes and who was on the Board, that's where we got the named individual defendants from.

Chairperson Stamp: I have the authority to sign off on the amendment if you want us to go back and look, but I don't think that naming him as a defendant adds anything to the suit. (Indecipherable)

Mr. Drew Miller: I sent Jim a letter, and it says that I will not be voting on matters. I don't have to read the whole thing, do I? Do I have to read it if I want to get it into the minutes? I want to make something clear anyway.

Mr. Ward: I don't have it yet.

Mr. Drew Miller: Does it need to be read, or will it become part of the minutes from me sending it to you?

Chairperson Stamp: Can we come back to this?

Mr. Drew Miller: Essentially, I think, as a Board Member, I think I have the right to participate despite the pending lawsuit. I have the right to participate even in the shade sessions and some of the privileged information; however, I don't think there is a conflict, but as far as any shade sessions or any behind the scenes is probably a better word for that. Litigation material, I am going to abstain from that. Don't send it to me. I asked Jim not to send it to me. I'm not going to not vote, because I think I have an obligation to the CDD. I have an obligation to I believe the majority of the residents in the CDD that don't necessarily agree with the direction that this Board is headed. That said, I am going to abstain from any shade sessions or anything like that to avoid any impropriety. I wanted to make sure that was on the record.

Chairperson Stamp: regarding the letters received? Do we have a Copy?

Mr. Ward: I have it. I will make it a part of the record.

II. District Manager

Mr. Ward: I just finished the scope of services with the auditors. The auditors are a little bit myopic sometimes, but we've got to pass the myopic view. They are going to start that, I think next week, and hopefully it will only take a couple weeks to get it finished and I'll have it ready for you at the next meeting.

a. Audit of Preserves Expenditures - In Process, Preliminary schedule - for February 18, 2021 Agenda

Mr. Martinn Winters: Is that the same with regard to the CDD maintenance expenses for the preserves?

Mr. Ward: All expenses, yes. Any fund related to the preserves.

Mr. Ron Miller: Have we asked the auditor to opine on whether or not the escrow fund, since we don't have it, is that an item required to be put on the books?

Mr. Ward: That audit is in draft form. I have asked that question, but I think the partner is mulling that over. I suspect it will be a footnote to the audit versus something that is in the balance sheet.

TWELVTH ORDER OF BUSINESS

Board Items

I. Board Member - Martinn Winters - Preserves

a) Calvin, Giordano & Associatesb) Ecological Services Associates

Mr. Martinn Winters: We have a proposal for the preserves. We had four or five people that were contacted and interviewed for the purpose of submitting a proposal for maintaining the preserves,

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and it came down to two finalists. There is one that we feel is more qualified based on past experience, expert witness testimony, contacts with agencies and so forth, and we are making a recommendation for one of the two.

Mr. Ward: I as I have indicated before, because of the COVID situation here in this particular office, the two firms, they would just be available by video. I see Calvin, Giordano is with us today. I do know Ecological Services Associates; he is in federal court depositions today and is not available to meet. If you would like to hear from Calvin, Giordano, and Associates, they have made themselves available to do so. If not, then we can move on. It will be up to you. We have Mike Conner and Bruce Bernard here from Calvin, Giordano, and Associates.

Chairperson Stamp: Go ahead and keep the presentation relatively brief.

Mr. Ward: Please give your name prior to speaking and keep your presentation to no longer than five minutes between the two of you. Thank you.

Mr. Michael Conner: Senior Landscape Architect with Calvin, Giordano, and Associates. Good afternoon and Thank you for giving us the opportunity to present our proposal to you. Mr. Conner gave a brief history of Calvin, Giordano, and Associates (CGA), in business for over 70 years, as well as the services provided by CGA which included planning, landscape architecture and environmental services. He indicated CGA had offices in multiple locations throughout the State of Florida and had over 20 years' experience in overseeing preserve/conservation/wetland mitigation areas for the City of Weston, FL and bringing these types of land to the end of the Army Corp of Engineers' acceptance and permit requirements followed by taking over perpetual maintenance of these types of properties. He reported CGA was prepared to offer these services to the Flow Way CDD. He stated he understood the conservation area consisted of approximately 1,100 acres and there were contracts in place with a maintenance company for the physical actual maintenance activities but the CDD was looking for a company to provide oversight of this activity. He stated CGA's proposal was to provide project coordination, assist in the administration and oversight of the maintenance contracts and contractor activities, review payment applications to ensure the contractor was fulfilling responsibilities, provide recommendations of approval to CDD Staff, and act as a project liaison as requested if needed to coordinate with contractors, regulatory agencies, and any residents who might have questions. He stated he understood the developer was still engaged with the firm Terrell, Hall and Associates who were finishing up the Army Corp of Engineers activities and had divided the preserve areas into four or five areas. He noted a couple of the areas had already been accepted, but a couple of the areas had not been accepted and might even require additional enhancements or plantings. He explained CGA would coordinate with Terrell, Hall, and Associates (THA) to ensure CGA was not in conflict with what THA was doing. Mr. Conner continued: We would provide this by inspecting the areas once a year, probably not all at one visit. We would probably do it in a couple different visits. We would take photographs, make recommendations, comments, to pass on to the contractor and provide a report as well that we would present to the Board each year. As far as staff goes, in addition to myself, we have an environmental specialist who heads our environmental division, Sandra Lee. She would be overseeing the environmental ecological aspects of the inspections. She has a field inspector through Lindeman who goes all over the State looking at and providing these inspections for these environmental areas, as well as myself, registered landscape architect and certified arborist, would be helping with those and assisting with preparing the reports, exhibits, and math, and so forth as needed with the staff I have here in the main office in Ft. Lauderdale. Then, in our construction

administration services department we have Bruce Bernard who is also available on this call to answer questions, but he is physically in the Naples area and is readily available to provide any services that we need at any time for the Community. Our total price for providing this is \$25,660 dollars for one year, and if that is agreeable to both parties, we could extend it for another two years at that same price. The other item Mr. Winters had asked us was to calculate the future cost to maintain the preserves and calculate the amount of perpetual escrow needed to pay for this maintenance. You would be looking at yearly maintenance costs from your maintenance contractor, which we understand may be in the neighborhood of \$180,000 dollars perhaps, with the addition of our fee of \$25,000 dollars, that would be what you would be looking at in terms of a yearly cost perhaps. We also think it is possible that after the other two areas are accepted by the Army Corp of Engineers and through that permitting process, then the routine maintenance in perpetuity that the CDD is responsible for may actually reduce the amount of the contracts, mainly for the maintenance contractor who may just not have as much to do because the requirements are not as stringent as they are when you still have the permit ongoing. He asked if there were any questions and asked if Bruce Bernard had anything to add.

Chairperson Stamp asked if there were any questions; there were none. He thanked Mr. Conner for the presentation.

Mr. Ward indicated the Board would deliberate at this time. Mr. Conner and Mr. Bernard left the Meeting.

Mr. Martinn Winters: The second proposal, I haven't had the discussions with Jim, and he's got some information on that proposal. If we are going to make a recommendation, should we at least give the Board some information on?

Mr. Ward: As Martinn alluded to, we had two proposals, one from CGA and one from Ecological Services Associates (ESA). It is a high-level view. I am familiar with the firm of CGA. They have done work for many of my CDDs for more than 20 years now. From my perspective they are geared towards just looking at the operations part of this. They are more than qualified to actually look at this particular vendor and give us the reports that we want and need for the fee they are outlining. The second firm that we have, ESA was a recommendation from one of the vendors that I know Martinn had spoken to and I had spoken to who had decided not to bid on this project. I am unfamiliar with the firm. I am familiar with his credentials by just reading about him online and seeing what he is able to do. They are by far superior to CGA in terms of what they can do. His level of expertise is federal level work, so he is extremely well qualified to do this kind of a project and assist us in additional areas of those preserves if we get into, or have some kind of issue with, how that is maintained. He is clearly qualified in depositions. He is clearly qualified as an expert in state courts and federal courts to be deposed on these matters. His fee is \$52,900 dollars a year, but if you look at just the monitoring part, and bench it against the CGA, it is about the same number. It's \$25,000 or maybe \$30,000 dollars a year, so they are in the same ballpark. His additional services that he outlined in here went beyond what we were asking for. He was late to the game in terms of asking for a proposal from him, so I haven't had the ability to flush it out. He is a good firm. My gut reaction is to recommend him to you and say let's try this. I think he is a good vendor for us. I think Martinn agrees with that. My recommendation would be to use ESA.

Mr. Winters: This vendor came highly recommended to us by someone who came highly recommended from Greg Woods' law firm. In the chain of command, I think he comes well qualified

and creditable, and I do think if we are going to get into a fire fight, we probably need the most qualified vendor possible to represent us through expert witness testimony, or just his ability to gather facts and make sure we are protected. From my standpoint, the extra \$20,000 dollars is well spent, but it is up to the Board whether or not they want to go with the cheaper proposal as he is also well qualified, he just doesn't have the same credentials as the second.

Mr. Kleck: I wondered about these contracts that we signed with these folks. Are they binding for 30 days, 60 days cancellation type contracts?

Mr. Ward: They are usually for 1 year or 2 years, whatever we need them for, but I always put a 30-or 60-day cancellation clause at our sole discretion in all these contracts.

Chairperson Stamp: Is it your expectation Jim that you will exclude the services that raise it to \$50,000 dollars and in the it will be more like \$30,000 dollars?

Mr. Ward: I think I will split them. So, we will have a scope of services that authorize specific elements that we do, and the rest of the elements will be there, but he will have to take specific direction from the CDD to implement those additional services.

Mr. Ron Miller: I thought the services between the two are the same but that ESA is like \$20,000 dollars more, so I was confused on that, but the services are the same?

Mr. Ward: The ESA proposal, he went beyond what the original scope was intended to be, so that's how you get the \$50,000 dollars. If you do an apples-to-apples comparison of just looking at this vendor and benching against CGA, you are not far off the same numbers. He may be \$20,000 he may be \$30,000. They are in the same ballpark, but his credentials are just, I think, above and beyond in this. As Martinn indicated, he came from a vendor that was recommended by Greg Woods to start with, so his credentials are extremely good.

Chairperson Stamp: Do we need a motion?

Mr. Ward: Let's just do a motion to rank ESA as #1 and CGA as #2, then authorize the manager to negotiate with the #1 recommended.

On MOTION made by Mr. Tom Kleck, seconded by Mr. Martinn Winters, and with all in favor, Ecological Services Associates were ranked #1, and Calvin, Giordano and Associates were ranked #2, and the District Manager was authorized to negotiate with the #1 ranked firm.

THIRTEENTH ORDER OF BUSINESS

Audience Comments

Chairperson Stamp asked if there were any audience comments.

Mr. Ward asked if there was anyone on the phone with questions or comments for the staff or Board. He asked speakers to state their names prior to speaking.

 Mr. Dave Boguslawski: I just wanted to pass along one piece of information. It involves the maintenance contract between the HOA and the CDD. To the extent that the HOA has maintenance duties on CDD assets, Pope Golf is the one who would be managing that, and Pope Golf has given termination notice to the homeowner's association effective March 31. We have been going through a record gathering process with Pope Golf and Taylor Morrison and they have been helpful, but we now have a shorter timeline, so if you have maintenance records needs, it is important to get your oar in the water pretty soon. That's just an FYI. That's all.

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Mr. Kleck: I have spoken with a couple of the homeowners about advertising that Taylor Morrison is doing for the Hatcher Homes. One of the things that came is they are saying that there are no CDD fees associated with those locations. I would like to get some clarification on what exactly that means. Are they not part of Esplanade? Are they not paying any fees?

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Mr. Ron Miller: What I saw said CDD debt.

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Mr. Drew Miller: That's the Hatcher parcel (indecipherable). That's the debt. We are not putting the debt on those houses, so they don't have debt on those houses. I felt the best thing for the CDD would be to make it equal and have them —

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Mr. Ward: The answer to your question directly is, Hatcher is in the District. There are two types of assessments we levy: one is a debt assessment. The Board did not adopt the two resolutions necessary to proceed forward with that, and the second is an operations assessment and Hatcher will be subject to operations going forward.

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Mr. Kleck: So, the maintenance is one of the things we get on a yearly basis with our tax bill. Is that not included in the Hatcher properties?

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786 Mr. Ward: Hatcher will be on the tax bill for operations if the CDD Board chooses to put them in the General Fund Assessment, or your operating assessment, this summer.

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789 Mr. Kleck: Those who I've talked to are concerned about it.

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791 Chairperson Stamp: They are going to pay operations and maintenance.

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793 Mr. Kleck: Which is how much per year?

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795 Mr. Ward: \$517 dollars.

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797 Mr. Kleck: But they do not have to pay the debt that we are all paying for the structure that was set up?

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Mr. Ward: There is no infrastructure that was paid for by the CDD in Hatcher that would warrant us the ability to levy an assessment.

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802 Mr. Kleck: So, they've paid for that in some other way?

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804 Mr. Ward: Obviously, yes.

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806 Mr. Ed Staley: Clarification, with respect to the lakes, it came up before, ownership, maintenance 807 easement, water management system, just for clarification, it is my understanding that presently the lakes 808 continue to be owned by Taylor Morrison, that there is a maintenance easement that runs in favor of the 809 CDD because the lakes are part of the water management system, pursuant to the contract between the 810 CDD and Developer at this present time, that water management system responsibility which includes the 811 lakes resides with the HOA. Is that accurate? 812 813 Mr. Ward: The ultimately responsibility lies with the CDD. The CDD has chosen a maintenance vendor 814 which happens to be the HOA, but the responsibility is always the CDD as it owns that asset. 815 816 Mr. Staley: So, you've got the three entities involved, the ownership entity, the easement of running and 817 the contract. 818 819 Mr. Ward: The land happens to be in the name of Taylor Morrison, but our easement allows us to operate 820 and maintain whatever we have over that property in perpetuity. At some point I'm sure Taylor Morrison 821 will obviously want to get rid of that land somewhere. 822 823 Chairperson Stamp asked if there were any additional questions or comments. There were none. 824 825 826 **FOURTEENTH ORDER OF BUSINESS Announcement of Next Meeting** 827 828 February 18, 2021 829 830 Chairperson Stamp: Our next meeting will be February 18, 2021. 831 832 833 FIFTEENTH ORDER OF BUSINESS Adjournment 834 835 Chairperson Stamp adjourned the meeting at approximately 2:12 p.m. 836 On MOTION made by Mr. Tom Kleck, seconded by Mr. Martinn Winters, 837 and with all in favor, the Meeting was adjourned. 838 839 840 **ATTEST:** Flow Way Community Development District 841 842 843 844 James P. Ward, Secretary Zack Stamp, Chairperson

January 21, 2021

Via Electronic Mail

Flow Way Community Development District Attn: Board of Supervisors, District Manager, and Counsel c/o James P. Ward, District Manager 2301 N.E. 37th Street Fort Lauderdale, Florida 33308

Re: Flow Way Community Development District Lawsuit
Against Taylor Morrison

Dear Supervisors and Staff:

As you all know, I am an elected member of the Flow Way Community Development District Board of Supervisors and an employee of Taylor Morrison, the primary landowner and developer within the District. Due to the very nature and purpose of community development districts, section 190.007 of Florida Statutes acknowledges the propensity for this circumstance and specifically provides that "[i]t shall not be a conflict of interest under chapter 112 for a board member . . . to be a stockholder, officer, or employee of a landowner or of an entity affiliated with a landowner." Likewise, section 112.3143(3)(b) of Florida Statutes provides an exclusion to the general prohibition on voting conflicts for community development district board members elected by landowners.

Recently, however, the District has filed a suit against Taylor Morrison of Florida, Inc., and Taylor Morrison Esplanade Naples, LLC. This lawsuit raises some relatively unusual circumstances. For example, I would anticipate that the District may conduct future "shade" meetings that are not open to the public to discuss settlement negotiations or strategy session related to litigation expenditures. The District's staff and, in particular, its counsel may also share email communications or other documents or materials that may be exempt from public records requirements or not otherwise available to the general public while the District's lawsuit is pending.

Although as a public official elected to the District's Board of Supervisors I believe I have the right to attend any such future shade meetings and receive any such materials I am providing this letter to: i) advise you that I will not be attending any such future shade meetings; and ii) request that I be excluded from receiving any emails or other documents or communications related to this litigation that might be considered exempt from public record requests, privileged, or that would not otherwise be readily available to the general public during the pendency of this litigation. I believe this course of action is consistent with guidance from the Florida Commission on Ethics that my involvement would not by itself constitute a conflict but that officials finding themselves in circumstances like this should nevertheless consider distancing themselves from this type of information to avoid the appearance of impropriety.

I appreciate your consideration in this matter and look forward to working with all of you on

other District matters.

Sincerely,

Andrew Miller

Supervisor, Flow Way Community Development District

THIS AGREEMENT FOR FIELD MAINTENANCE OVERSIGHT SERVICES (this "Agreement") is made and entered into this 18th day of February, 2021, by and between FLOW WAY (Esplanade Golf & Country Club) COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Collier County, Florida ("District") and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation ("Contractor"). District and Contractor are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, District has the responsibility for operating and/or maintaining those certain public facilities in accordance with Chapter 190 F.S. including, without limitation, storm water management system (lakes and drainage system), landscaping and irrigation system within District's boundaries and certain improvements and facilities outside the boundaries of the District ("CDD Facilities"); and

WHEREAS, District has engaged or will engage periodically certain independent contractors to perform maintenance work on the CDD Facilities ("CDD Maintenance Contractors"); and

WHEREAS, District desires to employ Contractor to provide oversight of the maintenance work of the CDD Facilities and the CDD Maintenance Contractors, and to otherwise provide consultation, advice, guidance, and management to District Manager relating to the CDD Facilities; and

WHEREAS, Contractor has employed, and otherwise has available to it, management and service personnel experienced in providing the services described in this Agreement; and

WHEREAS, Contractor has represented that it can provide such services as required by District; and

WHEREAS, District desires to employ Contractor, as an independent contractor, to provide oversight, consultation, advice, guidance, and management of the CDD Facilities and Contractor desires to provide such oversight, consultation, advice, guidance and management of the CDD Facilities, for the compensation and upon the terms, conditions and provisions set forth in this Agreement.

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the mutual benefits provided to each Party by this Agreement, receipt of which is acknowledged by the Parties, it is mutually agreed by and between the Parties as follows:

- **1. RECITALS**: The above recitals are true and correct and are incorporated by reference.
- **2.** <u>TERM</u>: District engages Contractor as an independent contractor and Contractor accepts such engagement for the term beginning on April 1, 2021. This Agreement shall be continuing in nature unless and until terminated in accordance with Section 3 below or as otherwise provided in this Agreement.
- **3.** <u>TERMINATION</u>: District agrees that Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to District; provided, however, that District shall be provided a reasonable opportunity to cure any breach under this Agreement by District. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. District shall provide ninety (90) days written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets District may have against Contractor. Contractor shall be paid for services rendered up through

the date of termination. All obligations arising under this Agreement shall be null and void as of the termination date, except for Contractor's obligations to turn over all District books, records, or other property (including, without limitation, data stored electronically) in Contractor's possession which relate directly or indirectly to District.

- **4.** <u>DUTIES OF CONTRACTOR</u>: In general, Contractor shall provide oversight, consultation, advice, guidance, and management of the CDD Facilities and the CDD Maintenance Contractors. Specifically, the services to be performed by Contractor are set forth on Exhibit "A", attached hereto and incorporated herein by reference (collectively, the "Services"). In addition, to the extent not already included in the scope of services set forth on Exhibit "A", the Services to be performed by Contractor shall also include:
 - a. Bruce Bernard, or another representative from Contractor acceptable to District, shall attend all regular meetings of the Board of Supervisors of District in order to provide status reports on Contractor's performance of the Services.
 - b. Contractor shall have an option to engage a manager to perform certain Services as delegated to it by Contractor, which manager shall be located in the Southwest Florida area. Prior to Contractor engaging the local manager, District Manager shall, in its sole discretion, have the right to approve or disapprove of any candidates for manager selected by Contractor. Unless otherwise waived by the District Contract shall provide no less than three (3) candidates for the District Manager to review for the manager position. In the event District Manager disapproves of any manager candidate proposed by Contractor, Contractor shall select either from any approved candidates or submit additional candidates for the District Manager to review. The District Manager shall have the right to approve any replacement of the manager by Contractor in the same manner described above; provided, however, that prior to any such final appointment of a replacement Contractor may employ an interim person in said manager position.
 - c. Coordinate, oversee and monitor maintenance of any other CDD Facilities as directed by District Manager from time to time.
 - d. Contractor shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the ownership, operation and maintenance of the CDD Facilities and the estimated cost of repair. Contractor shall incur no liability for failure, in good faith, to discover facts, which may have changed the outcome of a claim against or by District.
 - e. Contractor shall prepare for the District a monthly report, which content shall be the responsibility of the Contractor provided; however, that any and all requests by the District Manager shall be included in the monthly report after which the final report shall be provided to the District Manager at the beginning of each month for the preceding month. The report shall advise District on business matters between District and CDD Maintenance Contractors maintaining CDD Facilities and provide recommended solutions and/or options to the District. Contractor shall maintain files for all such correspondence as well as correspondence received.
 - f. Contractor shall prepare SWPPP reports (if applicable) of the CDD property in conjunction with annual NPDES requirements. Contractor shall coordinate with District Manager and other necessary parties to compile the documents and data needed for the submittal of annual NPDES reporting to Collier County. In this regard, Contractor shall complete the NPDES annual submittal form with CDD specific data, and obtain the required signature(s). Upon completion, Contractor shall submit the completed form / package to Collier County. Contractor shall attend annual audit and periodic local County meetings with Collier County for NPDES compliance, and information dissemination.
 - **5.** <u>INDEPENDENT CONTRACTOR</u>: This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Contractor is an independent contractor under this Agreement and not District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act

minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to the Services performed shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided by this Agreement. Contractor agrees that it is a separate and independent enterprise from District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Contractor and District and District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. Contractor shall not incur expenses on behalf of District, enter into any contract on behalf of District, either written or oral, or in any other way attempt to obligate or bind District except upon the express prior written approval of District, which approval may be granted, conditioned, or withheld in District's sole and absolute discretion.

- **6. INSURANCE**: Contractor shall obtain and carry, at all times during its performance of the Services hereunder, the following insurance:
 - a. Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida law and Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.
 - b. Commercial General Liability insurance on comprehensive basis including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than (1,000,000.00) per occurrence, (\$2,000,000.00) aggregate covering all work performed under this Agreement.
 - c. Contractual liability insurance covering all liability arising out of the terms of this Agreement.
 - d. Automobile liability insurance for bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than (\$1,000,000.00) combined single limit covering all work performed under this Agreement.

District shall be named as an additional insured on the commercial general liability policy and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by District. Certificates of insurance acceptable to District shall be filed by Contractor with District prior to the commencement of the Services. Said certificate shall clearly indicate type of insurance, amount and classification in strict accordance with the foregoing requirements. These certificates shall contain a provision that coverage afforded under Contractor's policies will not be cancelled until at least thirty (30) days prior written notice has been given to District by certified mail. All insurance policies required of Contractor shall be issued by a company authorized to do business under the laws of the State of Florida, with a minimum A.M. Best Rating of "A". The acceptance by District of any Certificate of Insurance does not constitute approval or agreement by District that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement. Should at any time Contractor fail for any or no reason to maintain the insurance coverage required, District may immediately terminate this Agreement. If the initial or any subsequently issued certificate of insurance expires prior to the completion of the Services, Contractor shall furnish to District renewal or replacement certificate(s) of insurance not later than thirty (30) calendar days prior to the date of their expiration.

7. <u>INDEMNIFICATION</u>: Contractor shall protect, defend, indemnify and hold District and its officers, manager, Board of Supervisors, employees, and agents harmless from and against any and all losses, penalties, damages, professional fees,

including attorneys' fees and all costs of litigation and judgments arising out of any willful or intentional misconduct or negligent act, error or omission of Contractor, its sub-consultants, subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement or the Services or other work performed hereunder. Contractor's obligation under this paragraph shall not be limited in any way by the agreed-upon Professional Fees (defined below) as shown in this Agreement or Contractor's limit of, or lack of, sufficient insurance protection.

- **8. PROFESSIONAL FEES; ADDITIONAL SERVICES**: District agrees and covenants to pay Contractor certain professional fees ("Professional Fees") for its full and faithful performance of the Services herein. The initial schedule for Professional Fees is set forth on Exhibit "B" attached hereto and made a part hereof. The Professional Fees shall be payable in equal monthly installments at the beginning of each month, and the amount of said Professional Fees may be amended annually as evidenced by the budget adopted by District. In no event shall the total and cumulative amount of fees paid to Contractor under this Agreement exceed the amount of funds annually budgeted for the Services. For the first year of Services, the monthly amount of Professional Fees shall be \$3,633.33. Notwithstanding the fixed monthly fee arrangement, Contractor shall maintain accurate and detailed records of the hours it has actually spent performing the Services with descriptions and categories of the related work performed. Contractor shall provide written documentation of such hours to District upon request, which documentation shall be in a form reasonably acceptable to District.
- **9.** <u>OTHER SERVICES</u>: The District Manager of District may engage Contractor to perform necessary work which is outside the scope of the Services (as set forth on Exhibit "A" and described in Section 4 above) ("Additional Work"). The fees paid to Contractor for such Additional Work authorized by the District Manager, however in no event shall the cost of such Additional Work exceed One Thousand Dollars (\$1,000.00) without the prior approval of the Board of Supervisors. Except as expressly provided herein, the Additional Work shall be subject to all other terms and conditions of this Agreement.
- 10. <u>COSTS AND EXPENSES</u>: District shall pay or reimburse Contractor for all costs which may be incurred by Contractor in the performance of the Services and its obligations, duties and undertakings for District, provided such costs are approved in writing and in advance by the District's Manager or District's Board of Supervisors. District shall not be required to reimburse Contractor for salaries of officers (or employees) of Contractor and general overhead of Contractor, as said mentioned items and services are included within the Professional Fees provided. Contractor will give District all discounts, rebates or commissions provided by any supplier or service contractor where applicable. If Contractor advances for and on behalf of District any costs approved by District, then Contractor shall submit a statement of such costs on or about the first of each month for the

costs incurred during the prior month. District shall reimburse Contractor for approved costs prior to the twenty-fifth (25th) day of each month for the costs incurred during the prior month.

- 11. <u>PUBLIC RECORDS</u>. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.
- **12. SEVERABILITY:** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be deleted and the remainder of this Agreement shall be construed to be in full force and effect.
 - 13. EXHIBITS: All the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- 14. <u>PERSONS BINDING ASSIGNMENT</u>: The provisions of this Agreement shall be binding upon and shall inure to the benefits of all Parties and their respective successors, legal representatives and assigns. Notwithstanding the preceding, neither Party shall be permitted to assign this Agreement without the written consent of the other Party. No person or entity shall be deemed to be a third-party beneficiary of this Agreement or any portion of it.
- **15.** <u>COMPLETE AGREEMENT</u>: This Agreement (and any exhibits or proposals expressly incorporated) constitutes the entire and complete agreement between the Parties and supersedes all prior correspondence, discussions, agreements and understandings between the Parties relating to the matters contained.

- **16. MODIFICATIONS:** This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by both Parties.
- 17. <u>WAIVER</u>: No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the Party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

18. CONSTRUCTION OF THIS AGREEMENT:

- (a) TITLES: The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect of it.
- (b) ORDER OF PARAGRAPHS: This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear.
- (c) PRONOUNS: Pronouns used shall refer to every other and all genders and any word used shall refer to the singular or plural as required or appropriate to the context.
- (d) FLORIDA LAWS: This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.
- (e) NEGOTIATION OF AGREEMENT: The Parties have participated fully in the negotiation and preparation of the Agreement and accordingly, this Agreement shall not be more strictly construed against one or the other Parties.
- (f) INTERPRET TO BIND AND TO DO JUSTICE: This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions of this Agreement and, at the same time, to do justice to all Parties in the event of doubt or ambiguity as to any term, expression or meaning.

19. <u>NOTICES</u>: All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either hand-delivered, delivered by overnight courier or express mail, or mailed through the Unites States Postal Service, to the Party to which the notice, demand, request or communication is made, as follows:

IF TO DISTRICT:

Flow Way Community Development District c/o JPWard and Associates, LLC 2301 Northeast 37th Street Ft. Lauderdale, Florida, 33308 JimWard@JPWardAssociates.com

IF TO CONTRACTOR:

Calvin, Giordano & Associates, Inc. Attn: Christopher Giordano 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the Party in accordance with the foregoing and with the proper amount of postage affixed.

- **20.** <u>COUNTERPARTS</u>: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall deemed to be original, but all or which together shall constitute one and the same instrument.
- 21. <u>VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS</u>: In the event of litigation arising out of either Party's obligations under this Agreement, sole and exclusive venue for any action shall lie in Lee County, Florida and the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing Party, including, but not limited to, trial level fees, bankruptcy fees and appellate fees.

(Remainder of Page Intentionally Left Blank---Signatures Begin on Next Page)

The Parties execute this Agreement and further agree that it shall take effect as of the date first written above.		
	Flow Way Community Development District	
James P. Ward, Secretary	Zack, Stamp, Chairman	
CONTRACTOR:		
CALVIN, GIORDANO & ASSOCIATES, INC., a Florida Corporation		
	Ву:	
	Print Name: _Chris Giordano	
	Title:	
Dated:		

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT FIELD ASSET MANAGEMENT - SCOPE OF SERVICES EXHIBIT "A"

The scope of services under this section shall include oversight, consultation, and contract management services and for the CDD's Maintenance Contractors tasked with maintaining these areas. Specific services include:

1. Procurement and Bidding Scope of Services

A. General Outline:

The scope of services under this section includes establishing procurement guidelines and bidding services. The procurement guidelines will establish rules and regulations for purchasing requirements based on total purchase cost. The goal is to develop a procurement procedure that does not hinder day to day activities but ensure cost effective purchasing and bidding for all services.

- I. Establish Procurement Procedures & Guidelines.
- II. Establish limits of authority for services.
- B. Prepare Base Contract for all Services
 - I. Establish base contract tailored for FLOW WAY CDD (Esplanade Golf & Country Club) which can be utilized for all services purchased.
- C. Prepare Specifications and Exhibits for Specific Services
 - I. Create specifications utilizing industry standards (ASTM, ASCE, etc.) for each specific service being procured.
 - II. Produce Complete Bid Package (Contract, Specifications, Reports, Plans, Exhibits)

D. Bidding Services

- I. Distribute complete bid packages to all interested, qualified service providers.
- II. Coordinate Pre-Bid Meeting to allow for site visits and any last Inquiries from service providers.
- III. Respond to all service providers in writing and issue bid document addenda as necessary.
- IV. Review submitted bid packages to establish the lowest responsive service provider.
- V. Matrix of value, experience, references and insurance requirements.
- VI. Provide recommendation for award to the provider which poses the best value to the CDD.

E. Negotiation and Contract Execution

I. Provide final negotiations to establish unit rates and Not To Exceed contractual amounts.

- II. Obtain required Certificates of Insurance listing CDD as additional insured.
- III. Obtain fully executed contract documents.
- IV. Retain files of all bid packages submitted, contracts executed, insurance certificates, etc. both hard copy and electronically.
- 2. Operations and Maintenance Services.
 - A. Programs subject to the operations and maintenance Field Asset Management.
 - I. Stormwater Management System.
 - 1. Lakes and Ponds, including aerators.
 - 2. Littoral Shelves Monitoring and Plantings
 - 3. Master Drainage System
 - II. Landscaping
 - III. Irrigation System
 - IV. Street Lighting (if applicable)
 - V. District Roadways (if applicable)
 - B. Reading and becoming familiar with the CDD's permits and any governing documents for the purposes of delivery of the services described herein.
 - C. Coordinate, oversee and monitor the programs to include:
 - I. Participate in bi-weekly walk-throughs and on-site inspections of the systems with the CDD Maintenance Contractor(s).
 - II. Review Weekly/Monthly Reports provided by the CDD Maintenance Contractor(s)
 - III. Coordination with outside vendors for regular maintenance and emergency repairs to damaged components on an as-need basis, with 2 hour emergency response team, and 24 hour emergency response via coordination with outside Vendors to repair damaged facilities.
 - IV. Review Maintenance contractor pay applications against purchase order/contract quantities and requirements and provide recommended payment due.
 - V. Properly coded and submitted pay applications to District Accounting for timely payment.
 - VI. Respond and coordinate CDD Maintenance Contractor(s) responses to emergency situations.
- 3. Asset Monitoring:
 - A. Observe and document necessary repairs to the District's Stormwater Management System Components via regular inspections, including lake aerators.
 - B. Obtain quotes from Qualified Contractors and Vendors to perform additional maintenance and repairs to the District's Stormwater Management System, as necessary based on the observations and inspections, above.
 - C. Oversee and monitor the additional maintenance and repairs above, and report to the District Manager providing recommendations for issuance of purchase orders and other coordination as necessary with the District Manager.

D. Coordinate with District's Aquatic Maintenance Vendor for yearly "Fixed Structures Inspection", which shall include review of the Vendor's report, field confirmation of any items needing repair and coordination of quotes and overseeing of work, pursuant to items band c, above.

4. NPDES Compliance / Reporting

- A. Prepare quarterly SWPPP reports (if applicable) of the CDD property in conjunction with annual NPDES requirements. Coordinate with District Manager and other necessary parties to compile the documents and data needed for the submittal of annual NPDES reporting to Collier County.
- B. Complete the NPDES annual submittal form with CDD specific data, and obtain the required signature(s). Upon completion, submit the completed form / package to Collier County.
- C. Attend annual audit and periodic local County meetings with Collier County for NPDES compliance, and information dissemination.

5. Administrative Services:

- A. Maintain electronic files for all correspondence, reports, contracts, purchase orders and documents relating to these services and upload all documents to the District's electronic filing system and have a representative attend meetings of the CDD's Board of Supervisors as deemed reasonably necessary by the District Manager in his sale and absolute discretion to present reports to the District's Board of Supervisors.
- B. Prepare and advise the District Manager on business matters between the CDD and the Maintenance Contractor(s) maintaining the systems and services provided by the District.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT EXHIBIT "B"

Description of Service	Hourly Rate	Hours	Total Fee
STORMWATER MANAGEN	MENT SERVI	CES	
Procurement and Bidding Services	\$ 100.00	12	\$ 1,200.00
Prepare Scope of Services for Contract	\$ 100.00	12	\$ 1,200.00
Prepare Specifications and Exhibits	\$ 100.00	10	\$ 1,000.00
Negotiation and Contract Execution	\$ 100.00	15	\$ 1,500.00
Operations and Maintenance Services	\$ 100.00	160	\$ 16,000.00
Administrative Services	\$ 75.00	16	\$ 1,200.00
Sub-total:			\$ 22,100.00
IRRIGATION SYSTEM MANA	GEMENT SEI	RVICES	
Procurement and Bidding Services	\$ 100.00	6	\$ 600.00
Prepare Scope of Services for Contract	\$ 100.00	8	\$ 800.00
Prepare Specifications and Exhibits	\$ 100.00	6	\$ 600.00
Negotiation and Contract Execution	\$ 100.00	10	\$ 1,000.00
Operations and Maintenance Services	\$ 100.00	80	\$ 8,000.00
Administrative Services	\$ 75.00	10	\$ 750.00
Sub-total:			\$ 11,750.00
LANDSCAPING MANAGEN	MENT SERVI	CES	
Procurement and Bidding Services	\$ 100.00	6	\$ 600.00
Prepare Scope of Services for Contract	\$ 100.00	8	\$ 800.00

Sub-total:			\$ 9,750.00
Administrative Services	\$ 75.00	10	\$ 750.00
Operations and Maintenance Services	\$ 100.00	60	\$ 6,000.00
Negotiation and Contract Execution	\$ 100.00	10	\$ 1,000.00
Prepare Specifications and Exhibits	\$ 100.00	6	\$ 600.00

Total: \$ 43,600.00

Calvin, Giordano & Associates, Inc.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - JANUARY 2021

FISCAL YEAR 2021

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2900 NORTHEAST 12TH TERRACE, SUITE 1, OAKLAND PARK, FL 333334

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

Flow Way Community Development District

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

Flowway Community Develoment District Balance Sheet for the Period Ending January 31, 2021

	Governmental Fu	unds										
				Debt Serv	ice Funds				Capital Projects Fu	ınds	Account Groups	
	General Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	General Long Term Debt	Totals (Memorandum Only)
Assets												
Cash and Investments												
General Fund - Invested Cash	\$ 896,557	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 896,557
Debt Service Fund												
Interest Account	-	-	-	-	-	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-	-	-	-	-	-
Reserve Account	-	539,000	246,188	161,930	174,589	118,375	289,324	-	-	-	-	1,529,405
Revenue	-	546,013	296,918	205,832	324,633	209,038	478,792	-	-	-	-	2,061,226
Prepayment Account	-	-	0	-	-	-	-	-	-	-	-	0
General Redemption Account	-	-	-	2,471	-	-	-	-	-	-	-	2,471
Construction	-	-	-	-	-	-	-	19,948	12,974	33,315	-	66,236
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	-
Retainage Account	-	-	-	-	-	-	-	-	-	1,037,091	-	1,037,091
Due from Other Funds												
General Fund	-	23,174	10,989	9,296	15,039	10,136	24,867	-	-	-	-	93,500
Debt Service Fund(s)		-	-	_	-	-	-	-	-	-	-	-
Capital Projects Fund(s)			-	-	-	-	-					-
Market Valuation Adjustments	-	-	-	-	-	-	-				-	-
Accrued Interest Receivable	-	-	-	-	-	-	-	-	-	-	-	-
Assessments Receivable/Deposits	-	-	-	-	-	-	-	-	-	-	-	-
Amount Available in Debt Service Funds	-	-	-	-	-	-	-	-	-	-	3,349,054	3,349,054
Amount to be Provided by Debt Service Funds	-	-	-	-	-	-	-	-	-	-	27,385,946	27,385,946
Investment in General Fixed Assets (net of												
depreciation)			-	-	-	-	-			-	-	
Total Assets	\$ 896,557	\$ 1,108,187	\$ 554,095	\$ 379,528	\$ 514,261	\$ 337,549	\$ 792,984	\$ 19,948	\$ 12,974	\$ 1,070,406	\$ 30,735,000	\$ 36,421,487

Flowway Community Develoment District Balance Sheet for the Period Ending January 31, 2021

Gov	vernmental Fur	nds										
				Debt Serv	vice Funds				Capital Projects Fur	nds	Account Groups	
Ge	eneral Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2019 (Phase 7 8 Hatcher)	General Long Term Debt	Totals (Memorandum Only)
Liabilities												
Accounts Payable & Payroll Liabilities \$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds												
General Fund	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund(s)	93,500	-	-	-	-	-	-	-	-	-	-	93,500
Capital Projects Fund(s)	-											-
Bonds Payable												-
Current Portion	-	-	-	-	-	-	-	-	-	-	605,000	605,000
Long Term											30,130,000	30,130,000
Unamortized Prem/Disc on Bds Pybl	-	-	-	-	-	-	-	-	-	-		-
Total Liabilities \$	93,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,735,000	\$ 30,828,500
Fund Equity and Other Credits												
Investment in General Fixed Assets	-	-	-	-	-	-	=	-	-	-	=	=
Fund Balance												
Restricted												
Beginning: October 1, 2020 (Unaudited)	-	960,943	486,992	346,002	434,323	337,549	671,391	18,059	11,693	1,070,321	=	4,337,273
Results from Current Operations	-	147,244	67,103	33,526	79,938	-	121,593	1,889	1,281	85	-	452,658
Unassigned												
Beginning: October 1, 2020 (Unaudited)	366,305	-	-	-	-	-	-	-	-	-	-	366,305
Results from Current Operations	436,751											436,751
Total Fund Equity and Other Credits \$	803,056	\$ 1,108,187	\$ 554,095	\$ 379,528	\$ 514,261	\$ 337,549	\$ 792,984	\$ 19,948	\$ 12,974	\$ 1,070,406	\$ -	\$ 5,592,987
Total Liabilities, Fund Equity and Other Credits \$	896,557	\$ 1,108,187	\$ 554,095	\$ 379,528	\$ 514,261	\$ 337,549	\$ 792,984	\$ 19,948	\$ 12,974	\$ 1,070,406	\$ 30,735,000	\$ 36,421,487

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

			,,				
Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources							
Carryforward	\$ -	\$ -	\$ -	\$ -	-	\$ 100,000	0%
Interest							
Interest - General Checking	-	-		-	-	-	N/A
Special Assessment Revenue							
Special Assessments - On-Roll	3,858	250,441	222,779	24,914	501,992	579,690	87%
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:	\$ 3,858	\$ 250,441	\$ 222,779	\$ 24,914	501,992	\$ 679,690	74%
Expenditures and Other Uses							
Legislative							
Board of Supervisor's Fees	-	-	1,600	1,600	3,200	2,400	133%
Executive							
Professional Management	3,333	3,333	3,333	3,333	13,333	40,000	33%
Financial and Administrative							
Audit Services	-	-	-	-	-	4,400	0%
Accounting Services	1,333	1,333	1,333	1,333	5,333	16,000	33%
Assessment Roll Services	1,333	1,333	1,333	1,333	5,333	16,000	33%
Arbitrage Rebate Services	600	-	-	-	600	3,000	20%
Other Contractual Services							
Recording and Transcription	-	-	-	-	-	-	N/A
Legal Advertising	-	1,166	-	-	1,166	3,500	33%
Trustee Services	-	-	-	7,159	7,158.75	25,450	28%
Dissemination Agent Services	5,500	-	-	-	5,500	5,500	100%

Prepared by: JPWARD and Associates, LLC

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

						Tatal Annual	0/ -5
Description	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Property Appraiser Fees	9,966	-	-	-	9,966	16,000	62%
Bank Services	-	-	-	-	-	400	0%
Travel and Per Diem	-	-	-	-	-	-	N/A
Communications & Freight Services							
Postage, Freight & Messenger	19	-	30	7	56	600	9%
Rentals & Leases							
Meeting Room Rental	-	-	200	-	200	-	N/A
Computer Services - Website Development	50	50	-	-	100	2,000	5%
Insurance	6,503	-	-	-	6,503	6,300	103%
Printing & Binding	-	-	152	-	152	750	20%
Office Supplies	-	-	-	-	-	-	N/A
Subscription & Memberships	175	-	-	-	175	175	100%
Legal Services							
Legal - General Counsel	2,135	-	613	683	3,430	10,000	34%
Boundary Expansion	-	-	-	-	-	-	N/A
SFWMD - Permit Objection	-	-	185	-	185	-	N/A
Special Counsel - Litigation	-	-	-	-	-	100,000	0%
Other General Government Services							
Engineering Services - General Fund	150	-	-	1,468	1,618	5,000	32%
Capital Outlay	-	-	-	-	-	-	N/A
Stormwater Management Services							
Preserve Area Maintenance							
Environmental Engineering Consultant							
Task 1 - Bid Documents	-	613	-	-	613	-	N/A
Task 2 - Monthly site visits	-	-	-	-	-	13,350	0%
Task 3 - Reporting to Regulatory Agencies	-	-	-	-	-	8,000	0%
Task 4 - Fish Sampling to US Fish & Wildlife	-	-	-	-	-	10,350	0%
Task 5 - Attendance at Board Meeting	-	-	-	-	-	1,000	N/A

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

cription	October	November	December	January	Year to Date	Total Annual Budget	% of Budget
Clearing Downed Trees/Cleanup	-	-	-	-	-	1,000	0%
Code Enforcement for Incursion into Preserve	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	N/A
Repairs and Maintenance							
Wading Bird Foraging Areas	-	-	-	-	-	1,522	0%
Internal Preserves	-	-	-	-	-	6,598	0%
Western Preserve	-	-	-	-	-	33,215	0%
Northern Preserve Area 1	-	-	-	-	-	64,560	0%
Northern Preserve Area 2	-	-	-	-	-	113,120	0%
Clearing Downed Trees/Cleanup	-	-	-	-	-	5,000	0%
Code Enforcement for Incursion into Preserve	-	-	-	-	-	2,500	0%
No Trespassing Signs	-	-	-	618	618	-	N/A
Lake, Lake Bank and Littoral Shelf Mainten	ance						
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
Capital Outlay							
Aeration Systems	-	-	-	-	-	-	N/A
Littortal Shelf Replanting	-	-	-	-	-	-	N/A
Lake Bank Restoration	-	-	-	-	-	-	N/A
Erosion Restoration	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	1,600	0%
Landscaping Services							

Prepared by: JPWARD and Associates, LLC

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

						Total Annual	% of
Description	October	November	December	January	Year to Date	Budget	Budget
Professional Services							
Asset Management	-	-	-	-	-	5,000	0%
Utility Services							
Electric	-	-	-	-	-	2,400	0%
Irrigation Water	-	-	-	-	-	3,000	0%
Repairs & Maintenance							
Public Area Landscaping	-	-	-	-	-	30,000	0%
Irrigation System	-	-	-	-	-	25,000	0%
Well System	-	-	-	-	-	10,000	0%
Plant Replacement	-	-	-	-	-	-	N/A
Operating Supplies							
Mulch	-	-	-	-	-	5,000	0%
Capital Outlay	-	-	-	-	-	-	N/A
Lake Bank Restoration	-	-	-	-	-	-	N/A
Reserves for Future Operations							
Future Operations/Restorations	-	-	-	-	-	-	N/A
Intragovernmental Transfer Out		-	-	-	-	-	N/A
Sub-Total	31,098	7,829	8,780	17,533	65,241	679,690	10%
Total Expenditures and Other Uses:	\$ 31,098	\$ 7,829	\$ 8,780	\$ 17,533	\$ 65,241	\$ 679,690	10%
Net Increase/ (Decrease) in Fund Balance	(27,240)	242,612	213,998	7,381	436,751	-	
Fund Balance - Beginning	366,305	339,065	581,677	795,675	366,305		
Fund Balance - Ending	\$ 339,065	\$ 581,677	\$ 795,675	\$ 803,056	803,056	\$ -	

Flowway Community Development District Debt Service Fund - Series 2013

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

									To	tal Annual	% of
Description	Oc	tober	N	ovember	C	December	January	Year to Date		tai Annuai Budget	% oi Budge
Revenue and Other Sources							,				
Carryforward	\$	-	\$	-	\$	-	\$ -	-	\$	-	N/A
Interest Income											
Interest Account		-		0		0	-	0		8	1%
Sinking Fund		-		0		0	-	0		-	N/A
Reserve Account		1		5,830		0	0	5,831		1,600	364%
Prepayment Account		-		-		-	-	-		-	N/A
Revenue Account		2		2		0	1	5		975	1%
Special Assessment Revenue											
Special Assessments - On-Roll		3,589		232,943		207,214	23,174	466,920		539,344	87%
Special Assessments - Off-Roll		-		-		-	-	-		-	N/A
Intragovernmental Transfer In		-		-		-	-	-		-	N/A
Total Revenue and Other Sources:	\$	3,591	\$	238,774	\$	207,215	\$ 23,176	472,756	\$	541,927	N/A
xpenditures and Other Uses											
Debt Service											
Principal Debt Service - Mandatory											
Series 2013 Bonds	\$	-	\$	115,000	\$	-	\$ -	115,000	\$	115,000	100%
Principal Debt Service - Early Redemptions											
Series 2013 Bonds		-		-		-	-	-		-	N/A
Interest Expense											
Series 2013 Bonds		-		210,513		-	-	210,513		417,575	50%
Operating Transfers Out (To Other Funds)		-		-		-	-	-		-	N/A
Total Expenditures and Other Uses:	\$	-	\$	325,513	\$	-	\$ -	325,513	\$	532,575	N/A
Net Increase/ (Decrease) in Fund Balance		3,591		(86,738)		207,215	23,176	147,244		9,352	
Fund Balance - Beginning	_ 9	60,943		964,535		877,797	 1,085,011	960,943			
Fund Balance - Ending	\$ 9	64,535	\$	877,797	\$	1,085,011	\$ 1,108,187	1,108,187	\$	9,352	

Prepared by: JPWARD and Associates, LLC

Flowway Community Development District Debt Service Fund - Series 2015 (Phase 3)

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

Description	Oc	tober	N	ovember	D	ecember		January	Year to Date	tal Annual Budget	% of Budget
Revenue and Other Sources											
Carryforward	\$	-	\$	-	\$	-	\$	-	-	\$ -	N/A
Interest Income											
Interest Account		-		0		0		-	0	-	N/A
Sinking Fund		-		0		0		-	0	-	N/A
Reserve Account		0		2,663		0		0	2,663	550	484%
Prepayment Account		-		-		-		-	-	-	N/A
Revenue Account		1		1		0		1	3	300	1%
Special Assessment Revenue											
Special Assessments - On-Roll		1,702		110,460		98,260		10,989	221,411	255,873	87%
Special Assessments - Off-Roll		-		-		-		-	-	-	N/A
Special Assessments - Prepayment		-		-		-		-	-	-	N/A
Intragovernmental Transfers In		-		-		-		-	-		
Debt Proceeds		-		-		-		-	-	-	N/A
Total Revenue and Other Sources:	\$	1,703	\$	113,124	\$	98,260	\$	10,990	224,078	\$ 256,723	N/A
expenditures and Other Uses											
Debt Service											
Principal Debt Service - Mandatory											
Series 2015 Bonds (Phase 3)	\$	-	\$	70,000	\$	-	\$	-	70,000	\$ 70,000	100%
Principal Debt Service - Early Redemptions											
Series 2015 Bonds (Phase 3)		-		-		-		-	-	-	N/A
Interest Expense											
Series 2015 Bonds (Phase 3)		-		86,975		-		-	86,975	172,463	50%
Operating Transfers Out (To Other Funds)		-		-		-		-	-	_	N/A
Total Expenditures and Other Uses:	\$	-	\$	156,975	\$	-	\$	-	156,975	\$ 242,463	N/A
Net Increase/ (Decrease) in Fund Balance		1,703		(43,851)		98,260		10,990	67,103	14,260	
Fund Balance - Beginning	4	86,992		488,695		444,844		543,105	486,992	-	
Fund Balance - Ending	\$ 4	88,695	\$	444,844	\$	543,105	Ś	554,095	554,095	\$ 14,260	

Flowway Community Development District Debt Service Fund - Series 2015 (Phase 4)

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

Description	0	ctober	No	vember	De	ecember	Ja	anuary	Year Dat			tal Annual Budget	% of Budget
Revenue and Other Sources								·					
Carryforward	\$	-	\$	-	\$	-	\$	-		-	\$	-	N/A
Interest Income													
Interest Account		-		0		0		-		0		-	N/A
Sinking Fund		-		0		0		-		0		-	N/A
Reserve Account		0		1,751		0		0	1,	752		500	350%
Prepayment Account		0		0		-		-		0		-	N/A
Revenue Account		1		1		0		0		2		400	0%
General Redemption Account		0		0		0		0		0		-	N/A
Special Assessment Revenue													
Special Assessments - On-Roll		1,440		93,439		81,776		9,296	185	950		216,250	86%
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:	\$	1,441	\$	95,191	\$	81,776	\$	9,296	187	704	\$	217,150	N/A
xpenditures and Other Uses													
Debt Service													
Principal Debt Service - Mandatory													
Series 2015 Bonds (Phase 4)	\$	-	\$	55,000	\$	_	\$	_	55	,000	\$	55,000	100%
Principal Debt Service - Early Redemptions	•		•	,	•		•		•		·	,	
Series 2015 Bonds (Phase 4)		-		20,000		_		-	20	,000		-	N/A
Interest Expense													-
Series 2015 Bonds (Phase 4)		-		79,178		-		-	79	178		157,256	50%
Operating Transfers Out (To Other Funds)		_		_		_		_		-		-	N/A
Total Expenditures and Other Uses:	\$	-	\$	154,178	\$	-	\$	-	154,	178	\$	212,256	N/A
Net Increase/ (Decrease) in Fund Balance		1,441		(58,987)		81,776		9,296	33,	,526		4,894	
Fund Balance - Beginning	3	346,002		347,443		288,456	3	370,232	346	.002			
Fund Balance - Ending	\$ 3	347,443	\$	288,456	\$	370,232	\$ 3	379,528	379	528	\$	4,894	

Prepared by: JPWARD and Associates, LLC

Flowway Community Development District Debt Service Fund - Series 2016 (Phase 5)

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

	0.1						Year to	tal Annual	% of
Description	Oct	ober	November	Decembe	r.	January	Date	Budget	Budge
evenue and Other Sources									
Carryforward	\$	-	\$ -	\$	- \$	-	-	\$ -	N/A
Interest Income									
Interest Account		-	0)	-	0	2	3%
Sinking Fund		-	0	()	-	0	-	N/A
Reserve Account		0	1,888	()	0	1,889	345	547%
Prepayment Account		-	-		-	-	-	-	N/A
Revenue Account		1	1	()	1	3	220	1%
Special Assessment Revenue									
Special Assessments - On-Roll		2,329	151,169	134,472	<u>)</u>	15,039	303,009	350,060	87%
Special Assessments - Off-Roll		-	-		-	-	-	-	N/A
Debt Proceeds			-				-		
Operating Transfers In (To Other Funds)		-	-		-	-	-	-	N/A
Total Revenue and Other Sources:	\$	2,330	\$ 153,058	\$ 134,472	2 \$	15,040	304,901	\$ 350,627	N/A
xpenditures and Other Uses									
Debt Service									
Principal Debt Service - Mandatory									
Series 2016 Bonds (Phase 5)	\$	_	\$ 100,000	\$	- \$	-	100,000	\$ 95,000	105%
Principal Debt Service - Early Redemptions							ŕ	•	
Series 2016 Bonds (Phase 5)		_	_		_	_	-	-	N/A
Interest Expense									,
Series 2016 Bonds (Phase 5)		_	123,074		_	_	123,074	247,763	50%
Operating Transfers Out (To Other Funds)		0	1,888	()	0	1,889	,	N/A
Total Expenditures and Other Uses:	\$	0			\$	0	224,963	\$ 342,763	N/A
Net Increase/ (Decrease) in Fund Balance		2,330	(71,904)	134,472)	15,039	79,938	7,864	
Fund Balance - Beginning		4,323	436,653	364,749		499,221	434,323	7,004	
Fund Balance - Ending		6,653	\$ 364,749			514,261	514,261	\$ 7,864	

Flowway Community Development District Debt Service Fund - Series 2017 (Phase 6)

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

Description	Oc	tober	Nov	embe <u>r</u>	De	ecember	J	anuary		ir to ite	tal Annual Budget	% of Budget
Revenue and Other Sources												
Carryforward	\$	-	\$	-	\$	-	\$	-		-	\$ -	N/A
Interest Income												
Interest Account		-		0		0		-		0	-	N/A
Sinking Fund		-		0		0		-		0	-	N/A
Reserve Account		0		1,280		0		0		1,280	2,200	58%
Prepayment Account		-		-		-		-		-	-	N/A
Revenue Account		1		1		0		0		2	1,100	0%
Special Assessment Revenue												
Special Assessments - On-Roll		1,570	10	01,890		90,636		10,136	20	4,233	235,848	87%
Special Assessments - Off-Roll		-		-		-		-		-	-	N/A
Debt Proceeds		-		-		-		-		-		
Operating Transfers In (To Other Funds)		-		-		-		-		-	-	N/A
Total Revenue and Other Sources:	\$	1,571	\$ 10	3,171	\$	90,636	\$	10,137	20	5,515	\$ 239,148	N/A
Expenditures and Other Uses												
Debt Service												
Principal Debt Service - Mandatory												
Series 2017 Bonds (Phase 6)	\$	_	\$ 6	55,000	\$	_	\$	-	6	5,000	\$ 65,000	100%
Principal Debt Service - Early Redemptions				•						,	•	
Series 2017 Bonds (Phase 6)		_				_		-		-	_	N/A
Interest Expense												
Series 2017 Bonds (Phase 6)		_	8	33,850		_		-	8:	3,850	166,563	50%
Debt Service-Other Costs		_		_		_		-		-	_	N/A
Operating Transfers Out (To Other Funds)		0		1,280		0		0		1,281	_	N/A
Total Expenditures and Other Uses:	\$	0	\$ 15	50,130	\$	0	\$	0	150	0,131	\$ 231,563	N/A
Net Increase/ (Decrease) in Fund Balance		1,570	(4	16,959)		90,636		10,137	5.	5,384	7,585	
Fund Balance - Beginning	2	82,164		33,735		236,776		327,412		2,164	•	
Fund Balance - Ending		83,735		36,776		327,412		337,549		7,549	\$ 7,585	

Prepared by: JPWARD and Associates, LLC

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

Through January 31, 2021

Description	(October	N	ovember	C	ecember	January	Year to Date	tal Annual Budget	% of Budge
Revenue and Other Sources										
Carryforward - Capitalized Interest	\$	-	\$	-	\$	-	\$ -	-	\$ -	N/A
Interest Income										
Interest Account		-		0		0	-	0	-	N/A
Sinking Account		-		0		0	-	0	-	N/A
Reserve Account		1		1		1	1	5	2,700	0%
Prepayment Account		-		-		-	-	-	-	N/A
Revenue Account		2		2		0	1	4	1,100	0%
Special Assessment Revenue										
Special Assessments - On-Roll		3,851		249,964		222,355	24,867	501,038	578,774	87%
Special Assessments - Off-Roll		-		-		-	-	-	-	N/A
Debt Proceeds		-		-		-	-	-		
Operating Transfers In (To Other Funds)		-		-		-	-	-	-	N/A
Total Revenue and Other Sources:	\$	3,854	\$	249,967	\$	222,357	\$ 24,869	501,047	\$ 582,574	N/A
expenditures and Other Uses										
Debt Service										
Principal Debt Service - Mandatory										
Series 2019 Bonds (Phase 7,8,Hatcher)	\$	-	\$	180,000	\$	-	\$ -	180,000	\$ 180,000	100%
Principal Debt Service - Early Redemptions										
Series 2019 Bonds (Phase 7,8,Hatcher)		-				-	-	-	-	N/A
Interest Expense										
Series 2019 Bonds (Phase 7,8,Hatcher)		-		199,387		-	-	199,387	395,759	50%
Debt Service-Other Costs		-		-		-	-	-	-	N/A
Operating Transfers Out (To Other Funds)		1		1		64	1	67	-	N/A
Total Expenditures and Other Uses:	\$	1	\$	379,388	\$	64	\$ 1	379,454	\$ 575,759	N/A
Net Increase/ (Decrease) in Fund Balance		3,853		(129,421)		222,293	24,868	121,593	6,815	
Fund Balance - Beginning		671,391		675,244		545,823	768,116	671,391		
Fund Balance - Ending	\$	675,244	\$	545,823	\$	768,116	\$ 792,984	792,984	\$ 6,815	

Prepared by: JPWARD and Associates, LLC

Flowway Community Development District Capital Project Fund - Series 2016 (Phase 5)

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

												Annual
Description	O	ctober	N	lovember	D	ecember	J	anuary	Yea	ar to Date	Bu	dget
Revenue and Other Sources												
Carryforward	\$	-	\$	-	\$	-	\$	-		-	\$	-
Interest Income												
Construction Account		0		0		0		0		0		•
Cost of Issuance		-		-		-		-		-		
Debt Proceeds				-		-		-	\$	-		
Operating Transfers In (From Other Funds)		0		1,888		0		0		1,889		
Total Revenue and Other Sources:	\$	0	\$	1,888	\$	0	\$	0	\$	1,889	\$	
Expenditures and Other Uses												
Executive												
Professional Management		-		-				-	\$	-	\$	
Other Contractual Services												
Trustee Services		-		-				-	\$	-	\$	
Printing & Binding		-		-				-	\$	-	\$	
Legal Services												
Legal - Series 2016 Bonds (Phase 5)		-		-				-	\$	-		
Other General Government Services												
Stormwater Mgmt-Construction		-		-				-	\$	-	\$	
Capital Outlay												
Construction in Progress		-		-				-	\$	-		
Cost of Issuance												
Series 2016 Bonds (Phase 5)		-		-				-		-	\$	
Underwriter's Discount		-		-				-	\$	-		
Operating Transfers Out (To Other Funds)	\$	-	\$	-	\$	-	\$	-	\$	-		
Total Expenditures and Other Uses:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
Net Increase/ (Decrease) in Fund Balance		0		1,888	\$	0	\$	0	\$	1,889		
Fund Balance - Beginning		18,059		18,059		19,947		19,948	•	18,059		
Fund Balance - Ending	\$	18,059	\$		\$		\$	19,948	\$	19,948	\$	

Flowway Community Development District Capital Project Fund - Series 2017 (Phase 6)

Statement of Revenues, Expenditures and Changes in Fund Balance Through January 31, 2021

Description	0	ctober	No	ovember	De	ecember	Ji	anuary	Yea	ar to Date	Total <i>A</i> Bud	
Revenue and Other Sources												
Carryforward	\$	-	\$	-	\$	-	\$	-		-	\$	
Interest Income												
Construction Account		0		0		0		0		0		
Cost of Issuance		-		-		-		-		-		
Debt Proceeds				-		-		-		-		
Operating Transfers In (From Other Funds)		0		1,280		0		0		1,281		
Total Revenue and Other Sources:	\$	0	\$	1,280	\$	0	\$	0	\$	1,281	\$	
expenditures and Other Uses												
Executive												
Professional Management		-		-		-		-	\$	-	\$	
Other Contractual Services												
Trustee Services		-		-		-		-	\$	-	\$	
Printing & Binding		-		-		-		-	\$	-	\$	
Legal Services												
Legal - Series 2016 Bonds (Phase 5)		-		-		-		-	\$	-		
Capital Outlay												
Water-Sewer Combination-Construction		-		-		-		-	\$	-	\$	
Stormwater Mgmt-Construction		-		-		-		-	\$	-	\$	
Off-Site Improvements-CR 951 Extension		-		-		-		-	\$	-	\$	
Construction in Progress		-		-		-		-	\$	-		
Cost of Issuance												
Series 2017 Bonds (Phase 6)		-		-		-		-		-	\$	
Underwriter's Discount		-		-		-		-	\$	-		
Operating Transfers Out (To Other Funds)	\$	-	\$	-			\$	-	\$	-		
Total Expenditures and Other Uses:	\$	-	\$	-	\$	-	\$	-	\$	-	\$	
Net Increase/ (Decrease) in Fund Balance		0		1,280	\$	0	\$	0	\$	1,281		
Fund Balance - Beginning		11,693		11,693	\$	12,974	\$	12,974		11,693		
Fund Balance - Ending	\$	11,693	\$	12,974	\$	12,974	\$	12,974	\$	12,974	\$	

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

Through January 31, 202	1
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Description		October	November		December	January	Yea	ar to Date		Annual dget
Revenue and Other Sources						,				
Carryforward	\$	-	\$ -	,	; -	\$ -		-	\$	-
Interest Income										
Construction Account		0	0		0	0		1		-
Cost of Issuance		-	-		-	-		-		-
Retainage Account		4	4		4	4		17		-
Debt Proceeds			-		-	-		-		-
Contributions from Private Sources			-		-	-		-		-
Operating Transfers In (From Other Funds)		1	1		64	1		67		
Total Revenue and Other Sources:	\$	6	\$ 6	Ç	\$ 68	\$ 6	\$	85	\$	-
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)	\$	-	\$ -	9	; -	\$ -	\$	-		_
Total Expenditures and Other Uses:	\$	-	\$ -		; ;	\$ -	\$	-	\$	-
Net Increase/ (Decrease) in Fund Balance	\$	6	\$ 6	(5 68	\$ 6	\$	85		_
Fund Balance - Beginning	•	1,070,321	1,070,326		1,070,332	1,070,400		1,070,321		_
Fund Balance - Ending	Ś	1,070,326	\$		\$ 1,070,400			,070,406	\$	_

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT COLLIER COUNTY, FLORIDA REPORT ON AGREED-UPON PROCEDURES

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT COLLIER COUNTY, FLORIDA

REPORT ON AGREED-UPON PROCEDURES

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

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Board of Commissioners Flow Way Community Development District 2900 Northeast 12th Terrance, Suite 1, Oakland Park, Florida 33334

We have performed the procedures enumerated below, which were agreed to by Flow Way Community Development District ("District"), solely to provide professional services in connection with the District's schedules which we were provided and titled "Vendor Detail from October 1, 2013 to September 30, 2020" and "All Requisitions" (hereinafter "Schedules"). This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the District. Consequently, we make no representation regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are as follows:

Procedures:

- 1) We inspected the invoices and requisitions detailed on the Schedules for the word "preserve" and reported which invoices and requisitions have the word "preserve".
- 2) We compiled the pages from the invoices and requisitions detailed on the Schedules that have the word "preserve" into a single separate Portable Document Format (pdf) document.

Findings:

1. The following are the vendors and payees that were on the Schedules.

Aquatic Weed Control, Inc Fowler, Bryan Keith Naples Daily News Art Studio Graphics GNP Services, CPA, PA Rex Three, Inc. **Board of County Commissioners Grau & Associates** Rhodes & Rhodes Land Surveying Inc. Bryant, Miller and Olive Harmon, Elza & Patricia **Rhodes and Rhodes** Cheffy Passidomo, P.A. **Image Masters** Safeguard Business Systems Coleman, Yovanovich & Koester, P.A. JPWard & Associates LLC **Taylor Morrison** Turrell, Hall & Associates, Inc Collier County Property Appraiser King CFO Consulting Inc Collier County Tax Collector Kleck, Thomas L. U.S. Bank Department of Economic Opportunity Lerner Reporting Services, Inc. Waldrop Engineering, P.A. Disclosure Services LLC M.L.S. of Naples Inc Wells Fargo Egis Insurance Advisors, LLC McDirmit Davis & Company LLC FedEx Miller, Ronald E.

2. There were 715 line items on the Schedules.

3. We were not provided invoices for the following two items on the schedule "Vendor Detail from October 1, 2013 to September 30, 2020"; therefore, we could not perform the agreed upon procedures on them.

Vendor	Туре	Date	Num	Amount	Management Response
Rex Three, Inc.	Bill	07/07/2018	Postage	218.47	Postage for general fund mailed notices - we do not always get invoices - this was for general fund assessment notices.
Rex Three, Inc.	Bill	07/18/2018	71818A	218.47	Postage for general fund mailed notices - we do not always get invoices - this was for general fund assessment notices.

- 4. From the provided invoices on the schedule "Vendor Detail from October 1, 2013 to September 30, 2020", a total of 125 pages from 44 line items contained the word "preserve". See **appendix A** for which invoices contained the word "preserve".
- 5. From the provided requisitions on the schedule "All Requisitions", a total of 2 pages from 1 line item contained the word "preserve". See **appendix B** for which requisitions contained the word "preserve".
- 6. We have compiled the pages from the invoices and requisitions that contained the word "preserve" into a separate pdf document and also included them as **appendix C** of this report.

Our responsibility is limited to performing the procedures specified and agreed to, and to reporting the resulting findings, subject to the limitations contained herein, and our engagement cannot be relied on to disclose errors or irregularities should they exist. We have no responsibility for updating the procedures performed or for performing any additional procedures.

We have included a letter written by the District's management to us dated February 8, 2021. In this letter, the District's management makes certain representations regarding this engagement. We are including this letter upon the request of the District's management and for information purposes only. We did not perform any procedures on the letter or representations.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the District's schedules titled "All Requisitions" and "Vendor Detail from October 1, 2013 to September 30, 2020". Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Flow Way Community Development District Board of Supervisors and should not be used by anyone other than these specified parties.

February 8, 2021

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

February 8, 2021

Grau & Associates 951 Yamato Road, Suite 280 Boca Raton, Florida 33431

Management Representation Letter

Dear Grau and Associates,

This representation letter is provided in connection with the procedures you performed, which were agreed to by Flow Way Community Development District ("District"), solely to provide professional services in connection with the District's schedules which were provided and titled "Vendor Detail from October 1, 2013 to September 30, 2020" and "All Requisitions (hereinafter "Schedules") in a letter dated January 19, 2021. I confirm, to the best of my knowledge and belief, as of February 8, 2021, the following representations made to you during the procedures.

- 1) I am responsible for selecting the criteria of the agreed upon procedures engagement and determining that the criteria are appropriate for the District's purposes.
- 2) I am responsible for the information on the Schedules that were provided.
- 3) I am not aware of any material misstatements in your report on the agreed upon procedures dated February 8, 2021, or the Appendices.
- 4) I have disclosed to you any known matters contradicting your findings in your report on the agreed upon procedures dated February 8, 2021.
- 5) I have provided to you the language included as "Management Response" in your report on the agreed upon procedures dated February, 8, 2021.
- 6) I have made available to you all information that I believe is relevant to your report on the agreed upon procedures.
- 7) I have responded fully to all inquiries made to me by you during the engagement.
- 8) Your report is intended solely for the information and use of the Flow Way Community Development District Board of Supervisors and should not be used by anyone other than these specified parties.

Flow Way Community Development District

James P. Ward **District Manager**

smes PW ord

				Invoice has the word	Page number in
Vendor	Date	Num	Amount	"preserve"	Appendix C
Aquatic Weed Control, Inc	05/15/2019	33387	34,164.00	Υ	6-7
Aquatic Weed Control, Inc	05/15/2019	34410	64,560.00	Υ	8-9
Aquatic Weed Control, Inc	05/15/2019	34411	6,597.50	Υ	10-11
Aquatic Weed Control, Inc	07/15/2019	36998	28,280.00	Υ	12-13
Aquatic Weed Control, Inc	07/15/2019	37040	28,280.00	Υ	14-15
Aquatic Weed Control, Inc	09/02/2019	37079	28,280.00	Υ	16-19
Aquatic Weed Control, Inc	09/23/2019	33387	3,796.00	Υ	20-23
Aquatic Weed Control, Inc	09/23/2019	36933	28,280.00	Υ	24-27
Aquatic Weed Control, Inc	09/25/2019	36183	1,522.50	Υ	28-30
Aquatic Weed Control, Inc	12/29/2019	42730	14,560.00	Υ	31
Aquatic Weed Control, Inc	03/29/2020	45541	33,215.00	Υ	32-33
Aquatic Weed Control, Inc	03/29/2020	45573	1,522.50	Υ	34
Aquatic Weed Control, Inc	09/18/2020	45602	6,597.50	Υ	35-44
Aquatic Weed Control, Inc	09/18/2020	48268	113,120.00	Υ	45-67
Aquatic Weed Control, Inc	09/18/2020	49342	50,000.00	Υ	68-98
Cheffy Passidomo, P.A.	08/26/2019	12084	8,120.00	Υ	99
Coleman, Yovanovich & Koester, P.A.	09/01/2014	13	618.75	Υ	100
Coleman, Yovanovich & Koester, P.A.	04/01/2018	43	81.25	Υ	101
Coleman, Yovanovich & Koester, P.A.	05/20/2018	44	601.25	Υ	102
Coleman, Yovanovich & Koester, P.A.	07/01/2018	45	2,587.50	Υ	103
Coleman, Yovanovich & Koester, P.A.	09/01/2018	46	3,930.00	Υ	104-105
Coleman, Yovanovich & Koester, P.A.	09/30/2018	47	3,220.00	Υ	106-107
Coleman, Yovanovich & Koester, P.A.	11/11/2018	48	1,153.75	Υ	108
Coleman, Yovanovich & Koester, P.A.	05/01/2019	52	2,527.90	Υ	109
Coleman, Yovanovich & Koester, P.A.	05/15/2019	53	1,202.50	Υ	110
Coleman, Yovanovich & Koester, P.A.	08/01/2019	55	1,780.00	Υ	111
Coleman, Yovanovich & Koester, P.A.	05/22/2020	63	2,065.00	Υ	112
Coleman, Yovanovich & Koester, P.A.	09/18/2020	66	945.00	Υ	113
Naples Daily News	07/01/2018	2047846	1,144.50	Υ	114
Rhodes & Rhodes Land Surveying Inc	05/01/2019	2019-345	1,500.00	Υ	115
Turrell, Hall & Associates, Inc	09/30/2018	24778	1,931.40	Υ	116
Turrell, Hall & Associates, Inc	01/20/2019	25001	1,400.00	Υ	117
Turrell, Hall & Associates, Inc	01/20/2019	25143	2,100.00	Υ	118
Turrell, Hall & Associates, Inc	05/01/2019	26248	1,675.00	Υ	119
Turrell, Hall & Associates, Inc	05/15/2019	26380	1,050.00	Υ	120
Turrell, Hall & Associates, Inc	05/27/2019	25413	700.00	Υ	121
Turrell, Hall & Associates, Inc	06/19/2019	26538	262.50	Υ	122
Turrell, Hall & Associates, Inc	06/19/2019	26539	2,518.75	Υ	123
Turrell, Hall & Associates, Inc	07/15/2019	26594	6,481.25	Υ	124
Turrell, Hall & Associates, Inc	05/22/2020	27905-REV	350.00	Υ	125
Turrell, Hall & Associates, Inc	05/22/2020	28075	1,750.00	Υ	126
Turrell, Hall & Associates, Inc	09/27/2020	28354	700.00	Υ	127
Turrell, Hall & Associates, Inc	09/27/2020	28522	6,392.22	Υ	128-129
Turrell, Hall & Associates, Inc	09/27/2020	28677	437.50	Υ	130

Appendix B - Requisitions with the word "preserve" on "All Requisitions"

Year	Total	Date Paid	Req#	Payee	Bond Series	Requisition has the word "preserve"	Page number in Appendix C
2015	\$ 2,788,141.53	4/28/2015	4	Taylor Morrison Esplanade Naples, LLC	2015 - III	Υ	131-132



Aquatic Weed Control, Inc.

P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

Invoice

Date	Invoice #
1/31/2019	33387

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

received via email from Tim Hall 05 08 2019

Customer P.O. No.	Payment Terms	Due Date
	Net 45	3/17/2019

Description	Amount
Wetland Service for the Western Preserve - Yr 1	37,960.00

Near 5384613

per jpw 05 15 2019 taking 10% deduction of (\$3796.00) paying \$34164.00 c.r.

Hold 10% until Sant Area Completed

The Mull 4/1/19

Thank you for your business.

Total	\$37,960.00
Payments/Credits	\$0.00
Balance Due	\$37,960.00

Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notes
1	Wading Bird Foraging Areas - Year 1	175	1,522 50					
2	Wading Bird Foraging Areas - Year 2	175	1.522.50					
3	Wading Bird Foraging Areas - Year 3	175	1.522 50					
4	Wading Bird Foraging Areas - Year 4	175	1.522 50					
5	Wading Bird Foraging Areas - Year 5	175	1.522 50					
6	Internal Preserves - Year 1	175	6,597 50	3/29/2019	34411	6,597.50	4/1/2019	pay in full
7	Internal Preserves - Year 2	175	6,597 50					
8	Internal Preserves - Year 3	175	6,597 50					
9	Internal Preserves - Year 4	175	6,597 50					
10	Internal Preserves - Year 5	175	6,597.50					
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37,960.00	4/1/2019	hald 10% of payment until area completed
12	Western Preserve - Year 2	175	33.215.00			h		
13	Western Preserve - Year 3	175	33,215 00					
14	Western Preserve - Year 4	175	33,215.00		Ø			
15	Western Preserve - Year 5	150	28,470.00		(i	U		
16	Northern Preserve Area 1 - Year 1	200	64,560.00	3/29/2019	34410	64,560.00	4/1/2019	page our full
17	Northern Preserve Area 1 - Year 2	200	64,560,00					
18	Northern Preserve Area 2 - Year 1	200	113.120 00					
19	Northern Preserve Area 2 - Year 2	200	113,120 00					
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470 00					
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260 00					
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260.00			9		

Terms: Net 45



Aquatic Weed Control, Inc.

P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

Invoice

Date	Invoice #
3/29/2019	34410

received 05 08 2019

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace. Ste. 1 Oakland Park, FL 33334

Customer P.O. No.	Payment Terms	Due Date	
	Net 45	5/13/2019	

Description	Amount
Wetland Service for the Northern Preserve - Yr 1	64,560.00

400T. 6384614

OK Typll

4/1/19

Thank you for your business.

Total	\$64,560.00
Payments/Credits	\$0.00
Balance Due	\$64,560.00

Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notice 1
1	Wading Bird Foraging Areas - Year I	175	1,522.50					
2	Wading Bird Foraging Areas - Year 2	175	1,522 50					
3	Wading Bird Foraging Areas - Year 3	175	1.522 50		7			
4	Wading Bird Foraging Areas - Year 4	175	1.522 50					
5	Wading Bird Foraging Areas - Year 5	175	1,522 50					
6	Internal Preserves - Year 1	175	6,597.50	3/29/2019	34411	6,597.50	4/1/2019	pay in full
7	Internal Preserves - Year 2	175	6,597 50					
8	Internal Preserves - Year 3	175	6,597 50					
9	Internal Preserves - Year 4	175	6.597 50					(
10	Internal Preserves - Year 5	175	6,597 50					
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37,960.00	4/1/2019	hold 10% of payment until south area completed
12	Western Preserve - Year 2	175	33,215.00					
13	Western Preserve - Year 3	175	33,215,00					
14	Western Preserve - Year 4	175	33,215,00					
15	Western Presence - Year 5	150	28,470.00					
16	Northern Preserve Area 1 - Year I	200	64,560.00	3/29/2019	34410	64,560,00	4/1/2019	ar in full
17	Northern Preserve Area 1 - Year 2	200	64,560.00					
18	Northern Preserve Area 2 - Year I	200	113,120 00					
19	Northern Preserve Area 2 - Year 2	200	113.120 00		/ 1			
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470 00					
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260 00					
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260 00					

Terms: Net 45



Aquatic Weed Control, Inc.

P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

Invoice

Date	Invoice #
3/29/2019	34411

Received 05 08 2019

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

Customer P.O. No.	Payment Terms	Due Date
	Net 45	5/13/2019

Description	Amount
Wetland Service for the Internal Preserves 1-5 - Yr 1	6,597.50

Acar 3:84.12

OK THE bell 4/1/19

Thank you for your business.

Total	\$6,597.50		
Payments/Credits Balance Due	\$0.00 \$6,597.50		

Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notes
1	Wading Bird Foraging Areas - Year 1	175	1,522 50					
2	Wading Bird Foraging Areas - Year 2	175	1,522.50	(=)				
3	Wading Bird Foraging Areas - Year 3	175	1.522 50			4		
4	Wading Bird Foraging Areas - Year 4	175	1,522 50					
5	Wading Bird Foraging Areas - Year 5	175	1,522.50					
6	Internal Preserves - Year 1	175	6,597.50	3/29/2019	34411	6,597,50	4/1/2019	pay or full
7	Internal Preserves - Year 2	175	6,597 50					
8	Internal Preserves - Year 3	175	6,597 50					
9	Internal Preserves - Year 4	175	6.597 50					
10	Internal Preserves - Year 5	175	6.597 50					
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37.960.00	4/1/2019	hold 10% of payment until south area completed
12	Western Preserve - Year 2	175	33,215,00					
13	Western Preserve - Year 3	175	33,215.00					
14	Western Preserve - Year 4	175	33,215 00					
15	Western Preserve - Year 5	150	28,470.00					
16	Northern Preserve Area 1 - Year 1	200	64,560,00	3/29/2019	34410	64,560.00	4/1/2019	pay in full
17	Northern Preserve Area 1 - Year 2	200	64,560.00					
18	Northern Preserve Area 2 - Year 1	200	113,120 00					
19	Northern Preserve Area 2 - Year 2	200	113,120 00					
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470 00					
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260 00					
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260 00					

Terms: Net 45



Aquatic Weed Control, Inc.

P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

Invoice

Date	Invoice #
6/11/2019	36998

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

Customer P.O. No.	Payment Terms	Due Date	
	Net 45	7/26/2019	

Description	Amount	
Wetland Service for the Northern Preserve Area 2 - Yr 1 - 141.40 acres (1/4 of total acreage). Completed 6/5/2019.	28,280.00	

acct 6384614 CODED TO ACCT 5384615
Year 1
Area 2
OK based on June 23 site visit

lds

Thank you for your business.

1	Total	\$28,280.00		
	Payments/Credits	\$0.00		
	Balance Due	\$28,280.00		

Flow Way CDD Preserve Areas Maintenance Schedule									
Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notes	Account #
1	Wading Bird Foraging Areas - Year 1	175	1,522.50	5/24/2019	36183	1,522.50	6/2/2019		5384611
2	Wading Bird Foraging Areas - Year 2	175	1,522.50						5384611
3	Wading Bird Foraging Areas - Year 3	175	1,522.50						5384611
4	Wading Bird Foraging Areas - Year 4	175	1,522.50						5384611
5	Wading Bird Foraging Areas - Year 5	175	1,522.50						5384611
6	Internal Preserves - Year 1	175	6,597.50	3/29/2019	34411	6,597.50	4/1/2019	pay in full	5384612
7	Internal Preserves - Year 2	175	6,597.50						5384612
8	Internal Preserves - Year 3	175	6,597.50						5384612
9	Internal Preserves - Year 4	175	6,597.50						5384612
10	Internal Preserves - Year 5	175	6,597.50						5384612
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37,960.00	4/1/2019	Hold 10% until south area completed	5384613
۸۸	۸۸	۸۸	^^	5/24/2019	33387	3,796.00	6/2/2019	10% balance now approved for payment (Inv 33387 dated 5/24/19 for \$3,796.00)	5384613
12	Western Preserve - Year 2	175	33,215.00						5384613
13	Western Preserve - Year 3	175	33,215.00						5384613
14	Western Preserve - Year 4	175	33,215.00						5384613
15	Western Preserve - Year 5	150	28,470.00						5384613
16	Northern Preserve Area 1 - Year 1	200	64,560.00	3/29/2019	34410	64,560.00	4/1/2019	pay in full	5384614
17	Northern Preserve Area 1 - Year 2	200	64,560.00						5384614
18	Northern Preserve Area 2 - Year 1	200	113,120.00	5/31/2019	36933	28,280.00	6/2/2019	1/4 of total acreage	5384614
۸۸	۸۸	۸۸	^^	6/11/2019	36998	28,280.00	6/25/2019	1/4 of total acreage	5384614
۸۸	۸۸	^^	^^	6/18/2019	37040	28,280.00	6/25/2019	1/4 of total acreage	5384614
19	Northern Preserve Area 2 - Year 2	200	113,120.00						5384614
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470.00						5384614
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260.00						5384614
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260.00						5384614

Terms: Net 45



Aquatic Weed Control, Inc.

P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

Invoice

Date	Invoice #
6/18/2019	37040

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

Customer P.O. No.	Payment Terms	Due Date
	Net 45	8/2/2019

Description	Amount
Wetland Service for the Northern Preserve Area 2 - Yr 1 - 141.40 acres (1/4 of total acreage). Completed 6/14/2019. This is bill # 3 for the Northern Preserve Area 2	28,280.00

acct 538 4614 year 1 Area 2

CODED TO ACCT 5384615

OK based on June 23 site visit

Thank you for your business.

\$28,280.00
\$0.00
\$28,280.00

				Flow Way CDD	Preserve Areas	Maintenance Sch	nedule		
Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notes	Account #
1	Wading Bird Foraging Areas - Year 1	175	1,522.50	5/24/2019	36183	1,522.50	6/2/2019		5384611
2	Wading Bird Foraging Areas - Year 2	175	1,522.50						5384611
3	Wading Bird Foraging Areas - Year 3	175	1,522.50						5384611
4	Wading Bird Foraging Areas - Year 4	175	1,522.50						5384611
5	Wading Bird Foraging Areas - Year 5	175	1,522.50						5384611
6	Internal Preserves - Year 1	175	6,597.50	3/29/2019	34411	6,597.50	4/1/2019	pay in full	5384612
7	Internal Preserves - Year 2	175	6,597.50						5384612
8	Internal Preserves - Year 3	175	6,597.50						5384612
9	Internal Preserves - Year 4	175	6,597.50						5384612
10	Internal Preserves - Year 5	175	6,597.50						5384612
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37,960.00	4/1/2019	Hold 10% until south area completed	5384613
۸۸	^^	۸۸	^^	5/24/2019	33387	3,796.00	6/2/2019	10% balance now approved for payment (Inv 33387 dated 5/24/19 for \$3,796.00)	5384613
12	Western Preserve - Year 2	175	33,215.00						5384613
13	Western Preserve - Year 3	175	33,215.00						5384613
14	Western Preserve - Year 4	175	33,215.00						5384613
15	Western Preserve - Year 5	150	28,470.00						5384613
16	Northern Preserve Area 1 - Year 1	200	64,560.00	3/29/2019	34410	64,560.00	4/1/2019	pay in full	5384614
17	Northern Preserve Area 1 - Year 2	200	64,560.00						5384614
18	Northern Preserve Area 2 - Year 1	200	113,120.00	5/31/2019	36933	28,280.00	6/2/2019	1/4 of total acreage	5384614
^^	۸۸	۸۸	^^	6/11/2019	36998	28,280.00	6/25/2019	1/4 of total acreage	5384614
۸۸	۸۸	۸۸	۸۸	6/18/2019	37040	28,280.00	6/25/2019	1/4 of total acreage	5384614
19	Northern Preserve Area 2 - Year 2	200	113,120.00						5384614
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470.00						5384614
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260.00						5384614
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260.00						5384614

Terms: Net 45



Phone: 407-859-2020 Fax: 407-859-3275

Invoice

Date	Invoice #
6/27/2019	37079

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

Customer P.O. No.	Payment Terms	Due Date
	Net 45	8/11/2019

Description	Amount
Wetland Service for the Northern Preserve Area 2 - Yr 1 - 141.40 acres (1/4 of total acreage). Completed 6/26/2019.	28,280.00
This is bill # 4 for the Northern Preserve Area 2	

acct # 5384615 area 2 - Year 1

okay to pay per lisa's e-mail dated 08 30 2019

Thank you for your business.

Total	\$28,280.00
Payments/Credits	\$0.00
Balance Due	\$28,280.00

	Flow Way CDD Preserve Areas Maintenance Schedule								
Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notes	Account #
1	Wading Bird Foraging Areas - Year 1	175	1,522.50	5/24/2019	36183	1,522.50	6/2/2019		5384611
2	Wading Bird Foraging Areas - Year 2	175	1,522.50						5384611
3	Wading Bird Foraging Areas - Year 3	175	1,522.50						5384611
4	Wading Bird Foraging Areas - Year 4	175	1,522.50						5384611
5	Wading Bird Foraging Areas - Year 5	175	1,522.50						5384611
6	Internal Preserves - Year 1	175	6,597.50	3/29/2019	34411	6,597.50	4/1/2019	pay in full	5384612
7	Internal Preserves - Year 2	175	6,597.50						5384612
8	Internal Preserves - Year 3	175	6,597.50						5384612
9	Internal Preserves - Year 4	175	6,597.50						5384612
10	Internal Preserves - Year 5	175	6,597.50						5384612
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37,960.00	4/1/2019	Hold 10% until south area completed	5384613
^^	۸۸	۸۸	^^	5/24/2019	33387	3,796.00	6/2/2019	10% balance now approved for payment (Inv 33387 dated 5/24/19 for \$3,796.00)	5384613
12	Western Preserve - Year 2	175	33,215.00						5384613
13	Western Preserve - Year 3	175	33,215.00						5384613
14	Western Preserve - Year 4	175	33,215.00						5384613
15	Western Preserve - Year 5	150	28,470.00						5384613
16	Northern Preserve Area 1 - Year 1	200	64,560.00	3/29/2019	34410	64,560.00	4/1/2019	pay in full	5384614
17	Northern Preserve Area 1 - Year 2	200	64,560.00						5384614
18	Northern Preserve Area 2 - Year 1	200	113,120.00	5/31/2019	36933	28,280.00	6/2/2019	1/4 of total acreage	5384615
^^	۸۸	۸۸	^^	6/11/2019	36998	28,280.00	6/25/2019	1/4 of total acreage	5384615
^^	۸۸	۸۸	^^	6/18/2019	37040	28,280.00	6/25/2019	1/4 of total acreage	5384615
۸۸	۸۸	^^	^^	6/27/2019	37079	28,280.00	7/2/2019	1/4 of total acreage	5384615
19	Northern Preserve Area 2 - Year 2	200	113,120.00						5384615
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470.00						??
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260.00						??
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260.00						??

Terms: Net 45

^{*}Northern Preserve Area 2 is account #5384615 as of 8/8/19 according to email from Lisa Singer.

ENVIRONMENTAL CONSULTANT'S CERTIFICATE FOR PAYMENT

This Certificate of Payment is made in connection with that certain Invoice # 370 79 from Aquatic
Weed Control, Inc., a Florida corporation ("Contractor") for work performed by Contractor through
JUNE 14 , 2019 (the "Work") in connection with that certain Preserve Maintenance
Agreement dated 25 July , 2018 ("Agreement") between Contractor and Flow Way
Community Development District (the "District"). In accordance with the Agreement, based upon on-site
observations and the data comprising the Invoice from Contractor, the undersigned certifies to District that,
to the best of the undersigned's knowledge, information and belief, the Work has progressed as indicated
and the Work set forth in the Invoice is complete, the quality of the Work is in substantial conformance
with the Agreement, and Contractor is entitled to payment in the amount of \$ 28, 280.00

TURRELL, HALL & ASSOCIATES, INC.,

a Florida corporation

Print Name: TIMOTHY HALL
Title: VICE PRÉSIDENT

Dated: Auf 2, 2019

STATE OF FLORIDA
COUNTY OF LEE
Before me, the undersigned authority, personally appeared <u>US Stephens</u> (" <u>Affiant</u> "), who, after being first duly sworn, deposes and says of his or her personal knowledge the following:
1. Affiant is the West Cuck Wavest, of Aquatic Weed Control, Inc., a Florida corporation, which does business in the State of Florida (the "Contractor").
2. Contractor, pursuant to that certain Preserve Maintenance Agreement dated September 18, 2018 ("Agreement") with Flow Way Community Development District (the "District"), has furnished or caused to be furnished labor, material and services for the maintenance of preserves owned by the District, as more particularly described in the Agreement which is incorporated herein by reference.
3. This Affidavit is executed by the Contractor for the purpose of obtaining a payment from the District in the amount of \$ 28,280.00 pursuant to the invoice attached hereto and made a part hereof as Exhibit "B" (the "Invoice"). The Invoice covers work of the Contractor through 300.00 pursuant to the invoice attached hereto and made a part hereof as Exhibit "B" (the "Invoice"). The Invoice covers work of the Contractor through 300.00 pursuant to the invoice attached hereto and made a part hereof as Exhibit "B" (the "Invoice").
4. All work to be performed under the Agreement for which application for payment has been made has been fully performed and completed by Contractor in accordance with the plans and specifications contained in the Agreement. In consideration of payment of the Invoice by the District, Contractor releases any lien and/or right to claim a lien to the extent of the payment for labor, services, or materials furnished through the date of the Invoice. All subcontractors, suppliers or materialmen working by or through Contractor have been paid in full through the date of the Invoice.
5. Affiant with full knowledge and understanding that this Affidavit is made to induce the District to pay the Invoice based upon the representations and warranties set forth herein. Affiant, individually and on behalf of the Contractor agrees to indemnify the District and hold it harmless from any loss or damage resulting from their reliance on the matters set forth in this Affidavit.

Under penalties of perjury, the undersigned Affiant declares that he has examined this Affidavit

and the facts herein are true, correct and complete.

ENVIRONMENTAL CONSULTANT'S CERTIFICATE FOR PAYMENT

	n with that certain Invoice #_33387 from Aquatic ractor") for work performed by Contractor through
MAY 21 , 2019 (the "Work")	in connection with that certain Preserve Maintenance
Agreement dated July 25 ,201 8	in connection with that certain Preserve Maintenance ("Agreement") between Contractor and Flow Way
Community Development District (the "District"). In accordance with the Agreement, based upon on-site
	from Contractor, the undersigned certifies to District that,
	mation and belief, the Work has progressed as indicated
	e, the quality of the Work is in substantial conformance
with the Agreement, and Contractor is entitled to	
•	
	TURRELL, HALL & ASSOCIATES, INC.,
1.8	a Florida corporation
	TX 10/1
	By: The Print Name: TIMOTHY HALL
]	Print Name: , INGT HY ITALL
	Title: Vile Prestdut
	Dated: September 11, 2019
17	Dated: 39/18/001/
	l ac
This is payment of it	e 10% withheld from initial
invoice 33387 dared	11-11-
INVOICE 2007 Gared	1/31/19

51A	1E OF FLORIDA
COL	INTY OF Lee
the f	Before me, the undersigned authority, personally appeared LES Stephens ("Affiant"), who, after being first duly sworn, deposes and says of his or her personal knowledge ollowing:
1. whic	Affiant is the 1055 Const Manage of Aquatic Weed Control, Inc., a Florida corporation, h does business in the State of Florida (the "Contractor").
	Contractor, pursuant to that certain Preserve Maintenance Agreement dated September 18, 2018 (reement") with Flow Way Community Development District (the "District"), has furnished or caused furnished labor, material and services for the maintenance of preserves owned by the District, as more

particularly described in the Agreement which is incorporated herein by reference.

- 4. All work to be performed under the Agreement for which application for payment has been made has been fully performed and completed by Contractor in accordance with the plans and specifications contained in the Agreement. In consideration of payment of the Invoice by the District, Contractor releases any lien and/or right to claim a lien to the extent of the payment for labor, services, or materials furnished through the date of the Invoice. All subcontractors, suppliers or materialmen working by or through Contractor have been paid in full through the date of the Invoice.
- 5. Affiant with full knowledge and understanding that this Affidavit is made to induce the District to pay the Invoice based upon the representations and warranties set forth herein. Affiant, individually and on behalf of the Contractor agrees to indemnify the District and hold it harmless from any loss or damage resulting from their reliance on the matters set forth in this Affidavit.



Aquatic Weed Control, Inc.

P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

Invoice

Date	Invoice #	
5/24/2019	33387	

Bill To

Flow Way CDD

c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1

Oakland Park, FL 33334

Customer P.O. No.	Payment Terms	Due Date
	Net 45	7/8/2019

Description	Amount	
Wetland Service for the Western Preserve - Yr 1 (189.8 Acres) Small Balance of Western Preserve near Wading Bird Sanctuary completed 5/21/2019.	37,960.00	

acct 5 384613 year 1

Based on June 2 Site visit

Thank you for your business.

Total	\$37,960.00	
Payments/Credits	-\$34,164.00	
Balance Due	\$3,796.00	

Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	ayment Approval Dat	Notes
1	Wading Bird Foraging Areas - Year 1	175	1,522.50					
2	Wading Bird Foraging Areas - Year 2	175	1,522.50					
3	Wading Bird Foraging Areas - Year 3	175	1,522.50	1				
4	Wading Bird Foraging Areas - Year 4	175	1,522.50					
5	Wading Bird Foraging Areas - Year 5	175	1,522.50					
6	Internal Preserves - Year 1	175	6,597.50	3/29/2019	34411	6,597,50	4/1/2019	pay in full
7	Internal Preserves - Year 2	175	6,597.50			185		
8	Internal Preserves - Year 3	175	6,597.50					
9	Internal Preserves - Year 4	175	6,597.50					
10	Internal Preserves - Year 5	175	6,597.50					
11	Western Preserve - Year 1	200	37,960,00	1/31/2019	33387	37,960.00	4/1/2019	Hold 10% until south area completed
74	Sec.	100	r.	5/24/2619	33387	3,796,80	6/2/2019	10% because now appreciation payment flux 33/87 dates 5/24/19 for 13,790.00
12	Western Preserve - Year 2	175	33,215.00					
13	Western Preserve - Year 3	175	33,215.00					
14	Western Preserve - Year 4	175	33,215.00					
15	Western Preserve - Year 5	150	28,470.00					
16	Northern Preserve Area 1 - Year 1	200	64,560.00	3/29/2019	34410	64,560.00	4/1/2019	pay in full
17	Northern Preserve Area 1 - Year 2	200	64,560.00					
18	Northern Preserve Area 2 - Year 1	200	113,120.00					
19	Northern Preserve Area 2 - Year 2	200	113,120.00					
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470.00					
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260.00	E. Comment	No. 7 - 7 - 1			
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260.00					

Terms: Net 45

ENVIRONMENTAL CONSULTANT'S CERTIFICATE FOR PAYMENT

This Certificate of Payment is made in connection with that certain Invoice # 36933 from Aquatic
Weed Control, Inc., a Florida corporation ("Contractor") for work performed by Contractor through
MAY 3/, 2019 (the "Work") in connection with that certain Preserve Maintenance
Agreement dated July 201_ ("Agreement") between Contractor and Flow Way
Community Development District (the "District"). In accordance with the Agreement, based upon on-site
observations and the data comprising the Invoice from Contractor, the undersigned certifies to District that,
to the best of the undersigned's knowledge, information and belief, the Work has progressed as indicated
and the Work set forth in the Invoice is complete, the quality of the Work is in substantial conformance
with the Agreement, and Contractor is entitled to payment in the amount of \$ 28, 250.10

TURRELL, HALL & ASSOCIATES, INC., a Florida corporation

Title: VICE - PRESIDENT

Dated: September 11 2019

STAT	TE OF FLORIDA
COU	NTY OF Lee
the fo	Before me, the undersigned authority, personally appeared
1. which	Affiant is the West (Market of Aquatic Weed Control, Inc., a Florida corporation, does business in the State of Florida (the "Contractor").
to be	Contractor, pursuant to that certain Preserve Maintenance Agreement dated September 18, 2018 reement") with Flow Way Community Development District (the "District"), has furnished or caused furnished labor, material and services for the maintenance of preserves owned by the District, as more ularly described in the Agreement which is incorporated herein by reference.

- 4. All work to be performed under the Agreement for which application for payment has been made has been fully performed and completed by Contractor in accordance with the plans and specifications contained in the Agreement. In consideration of payment of the Invoice by the District, Contractor releases any lien and/or right to claim a lien to the extent of the payment for labor, services, or materials furnished through the date of the Invoice. All subcontractors, suppliers or materialmen working by or through Contractor have been paid in full through the date of the Invoice.
- 5. Affiant with full knowledge and understanding that this Affidavit is made to induce the District to pay the Invoice based upon the representations and warranties set forth herein. Affiant, individually and on behalf of the Contractor agrees to indemnify the District and hold it harmless from any loss or damage resulting from their reliance on the matters set forth in this Affidavit.



Aquatic Weed Control, Inc.

P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

Invoice

Date	Invoice #	
5/31/2019	36933	

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

Customer P.O. No.	Payment Terms	Due Date	
All Market	Net 45	7/15/2019	

Description	Amount	
Wetland Service for the Northern Preserve Area 2 - Yr 1 - 141.40 acres (1/4 of total acreage). Completed 5/31/2019.	28,280.00	
acct 5384614		
year 1		
acct 5384614 year 1 area 2		

Thank you for your business.

Based on Jane 2 Site Visit

Total	\$28,280.00
Payments/Credits	\$0.00
Balance Due	\$28,280.00

				Flow Way CDI	Preserve Areas	Maintenance Sch	iedule	
Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notes
1	Wading Bird Foraging Areas - Year 1	175	1,522.50	5/24/2019	36183	1,522.50	6/2/2019	
2	Wading Bird Foraging Areas - Year 2	175	1,522.50					
3	Wading Bird Foraging Areas - Year 3	175	1,522,50					
4	Wading Bird Foraging Areas - Year 4	175	1,522.50	-			7	
5	Wading Bird Foraging Areas - Year 5	175	1,522.50					
6	Internal Preserves - Year 1	175	6,597.50	3/29/2019	34411	6,597.50	4/1/2019	pay in full
7	Internal Preserves - Year 2	175	6,597,50					
8	Internal Preserves - Year 3	175	6,597.50					
9	Internal Preserves - Year 4	175	6,597.50					
10	Internal Preserves - Year 5	175	6,597.50					
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37,960.00	4/1/2019	Hold 10% until south area completed
۸۸		^^	λÁ	5/24/2019	33387	3,796.00	6/2/2019	10% balance now approved for payment (Inv 33387 dated 5/24/19 for \$3,796.06
12	Western Preserve - Year 2	175	33,215.00					
13	Western Preserve - Year 3	175	33,215.00					
14	Western Preserve - Year 4	175	33,215.00					
15	Western Preserve - Year S	150	28,470.00	, ii		Later State and		
16	Northern Preserve Area 1 - Year 1	200	64,560.00	3/29/2019	34410	64,560,00	4/1/2019	pay in full
17	Northern Preserve Area 1 - Year 2	200	64,560.00			1200		
18	Northern Preserve Ana 2 - Year 1	200	113.120 00	5/31/2019	36933	28,288,00	6/2/2019	1/4 st tetal acrease
19	Northern Preserve Area 2 - Year 2	200	113,120.00					
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470,00			5		
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260.00					
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260.00			T		

ENVIRONMENTAL CONSULTANT'S CERTIFICATE FOR PAYMENT

This Certificate of Payment is made in connection with that certain Invoice #36183 from Aquatic
Weed Control, Inc., a Florida corporation ("Contractor") for work performed by Contractor through
MAY 16, 2019 (the "Work") in connection with that certain Preserve Maintenance
Agreement dated July 25 , 201 8 ("Agreement") between Contractor and Flow Way
Community Development District (the "District"). In accordance with the Agreement, based upon on-site
observations and the data comprising the Invoice from Contractor, the undersigned certifies to District that,
to the best of the undersigned's knowledge, information and belief, the Work has progressed as indicated
and the Work set forth in the Invoice is complete, the quality of the Work is in substantial conformance
with the Agreement, and Contractor is entitled to payment in the amount of \$ 1,522,50

TURRELL, HALL & ASSOCIATES, INC., a Florida corporation

By: // mothy to

Dated: September 11, 2019

STA	TE OF FLORIDA
COL	INTY OF Lee
the fe	Before me, the undersigned authority, personally appeared <u>Les Stephens</u> (" <u>Affiant</u> "), who, after being first duly sworn, deposes and says of his or her personal knowledge following:
1. whic	Affiant is the West Coast Manage, of Aquatic Weed Control, Inc., a Florida corporation, the does business in the State of Florida (the "Contractor").
	Contractor, pursuant to that certain Preserve Maintenance Agreement dated September 18, 2018 (reement") with Flow Way Community Development District (the "District"), has furnished or caused furnished labor, material and services for the maintenance of preserves owned by the District, as more

3. This Affidavit is executed by the Contractor for the purpose of obtaining a payment from the District in the amount of \$\\\ \sum_{527.50} \quad \text{pursuant to the invoice attached hereto and made a part hereof as \(\frac{\text{Exhibit "B"}}{\text{Exhibit "B"}} \) (the "\(\frac{\text{Invoice}}{\text{Invoice}} \)). The Invoice covers work of the Contractor through \(\frac{\text{Exhibit "B"}}{\text{Contractor through }} \).

particularly described in the Agreement which is incorporated herein by reference.

- 4. All work to be performed under the Agreement for which application for payment has been made has been fully performed and completed by Contractor in accordance with the plans and specifications contained in the Agreement. In consideration of payment of the Invoice by the District, Contractor releases any lien and/or right to claim a lien to the extent of the payment for labor, services, or materials furnished through the date of the Invoice. All subcontractors, suppliers or materialmen working by or through Contractor have been paid in full through the date of the Invoice.
- 5. Affiant with full knowledge and understanding that this Affidavit is made to induce the District to pay the Invoice based upon the representations and warranties set forth herein. Affiant, individually and on behalf of the Contractor agrees to indemnify the District and hold it harmless from any loss or damage resulting from their reliance on the matters set forth in this Affidavit.

		A1572.8		_	Preserve Areas			r
Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notes
1	Wading Bird Foraging Areas - Year 1	175	1,522 50	5/24/2019	361B3	1,512.50	6/2/2019	
2	Wading Bird Foraging Areas - Year 2	175	1,522.50					
3	Wading Bird Foraging Areas - Year 3	175	1,522.50					
4	Wading Bird Foraging Areas - Year 4	175	1,522.50					
5	Wading Bird Foraging Areas - Year 5	175	1,522.50					
6	Internal Preserves - Year I	175	6,597.50	3/29/2019	34411	6,597.50	4/1/2019	pay ia foll
7	Internal Preserves - Year 2	175	6,597.50					
8	Internal Preserves - Year 3	175	6,597.50					
9	Internal Preserves - Year 4	175	6,597.50				-	
10	Internal Preserves - Year 5	175	6,597.50					
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37,960.00	4/1/2019	Hold 10% until south area completed
۸۸	1,400			5/24/2019	33387	3,796,00	6/2/2019	10% balance now approved for payment (Inv 33387 dated 5/24/19 for \$3,796.00
12	Western Preserve - Year 2	175	33,215.00					
13	Western Preserve - Year 3	175	33,215.00			7		
14	Western Preserve - Year 4	175	33,215.00					
15	Western Preserve - Year 5	150	28,470.00					
16	Northern Preserve Area 1 - Year 1	200	64,560.00	3/29/2019	34410	64,560.00	4/1/2019	pay in full
17	Northern Preserve Area 1 - Year 2	200	64,560.00					
18	Northern Preserve Area 2 - Year 1	200	113,120.00	1				
19	Northern Preserve Area 2 - Year 2	200	113,120.00		1 - 4			
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470.00					
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260.00		~	7		
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260.00	1				



Aquatic Weed Control, Inc.

P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

Invoice

Date	Invoice #
12/13/2019	42730

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

Customer P.O. No.	Payment Terms	Due Date
	Net 45	1/27/2020

Description	Amount
Exotic Grass Spraying. Completed 12/13/2019 See attached map for areas sprayed.	14,560.00
ACCT # 5384614 Northern Preserve Area 1 Year 2	
OK per field visit 12/18/2019	

Total	\$14,560.00
Payments/Credits	\$0.00
Balance Due	\$14,560.00

STA'	TE OF FLORIDA	
COU	NTY OF Lee	
the fo	Before me, the undersigned authority, personally approximately (" <u>Affiant</u> "), who, after being first duly sworn, deposit of the policy of the property of the	
1.		, of Aquatic Weed Control, Inc.,
a Flo	rida corporation, which does business in the State of Flo	orida (the "Contractor").
to be	Contractor, pursuant to that certain Preserve Mainten reement") with Flow Way Community Development D furnished labor, material and services for the maintenan cularly described in the Agreement which is incorporate	istrict (the " <u>District</u> "), has furnished or caused ce of preserves owned by the District, as more
3. Distr	This Affidavit is executed by the Contractor for the city in the amount of \$33,215.00 (western preserve area)	
pursu	uant to the invoice attached hereto and made a part hereors work of the Contractor through <u>March 9</u>	
4.	All work to be performed under the Agreement for	which application for payment has been made

contained in the Agreement. In consideration of payment of the Invoice by the District, Contractor releases any lien and/or right to claim a lien to the extent of the payment for labor, services, or materials furnished through the date of the Invoice. All subcontractors, suppliers or materialmen working by or through Contractor have been paid in full through the date of the Invoice.

has been fully performed and completed by Contractor in accordance with the plans and specifications

5. Affiant with full knowledge and understanding that this Affidavit is made to induce the District to pay the Invoice based upon the representations and warranties set forth herein. Affiant, individually and on behalf of the Contractor agrees to indemnify the District and hold it harmless from any loss or damage resulting from their reliance on the matters set forth in this Affidavit.



Aquatic Weed Control, Inc.

P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

Invoice

Date	Invoice #
3/11/2020	45541

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

Customer P.O. No.	Payment Terms	Due Date
	Net 45	4/25/2020

Description	Amount
Wetland Service for the Western Preserve - Yr 2 (189.8 Acres) Completed 3/9/2020.	33,215.00
ACCT #5384613 Western Preserve Year 2	

Thank you for your business.

OK for Payment based on 03/18/2020 Site Visit

THUL

Total	\$33,215.00
Payments/Credits	\$0.00
Balance Due	\$33,215.00

STA	TE OF FLORIDA		
COU	NTY OF Lee		
the fo		signed authority, personally a er being first duly sworn, dep	appeared Les Stephens poses and says of his or her personal knowledge
	Affiant is the West C	oast Manager does business in the State of	, of Aquatic Weed Control, Inc.,
2.			tenance Agreement dated September 18, 2018
to be	furnished labor, materia		District (the " <u>District</u> "), has furnished or caused ance of preserves owned by the District, as more ated herein by reference.
3. Distr		ecuted by the Contractor for 22.50 (wading bird foraging	the purpose of obtaining a payment from the area) pursuant to the
invoi		nade a part hereof as Exhibit	t "B" (the "Invoice"). The Invoice covers work , 2020
conta any l	neen fully performed an ained in the Agreement. ien and/or right to claim	d completed by Contractor in In consideration of payment of a lien to the extent of the pay	or which application for payment has been made in accordance with the plans and specifications of the Invoice by the District, Contractor releases yment for labor, services, or materials furnished ppliers or materialmen working by or through

5. Affiant with full knowledge and understanding that this Affidavit is made to induce the District to pay the Invoice based upon the representations and warranties set forth herein. Affiant, individually and on behalf of the Contractor agrees to indemnify the District and hold it harmless from any loss or damage resulting from their reliance on the matters set forth in this Affidavit.

Contractor have been paid in full through the date of the Invoice.

MEMORANDUM

TO: Jim Ward

FROM: Timothy Hall

DATE: September 9, 2020

SUBJECT: Payment Request - Aquatic Weed Control Invoice 45602

Please find attached a payment request and backup materials for the above-referenced invoice. I conducted a site visit on March 23, 2020 to confirm the work had been completed (see attached Environmental Consultant Certification).

ACCOUNT INFORMATION

Area Account No. 5384612

Area Treated: Internal Preserves, Year 2

Area Acreage: 37.7 (Preserve 1: 9.7 acre, Preserve 2: 13.8 acre, Preserve 3: 2.8 acre,

Preserve 4: 10.6 acre, Preserve 5: .80 acre) (\$175 per acre)

CURRENT SUBMITTAL

Invoice Number: 45602 Invoice Date: 03/19/2020 Invoice Amount: \$6,597.50

Dates of Service: 03/13/2020 - 03/17/2020

BUDGET

Line Item Budget: \$6,597.50 (Line Item #7 from Contract Bid Schedule)

Previously Billed: \$0

This invoice: \$6,597.50

Budget remaining for Line Item #7 after this invoice: \$0

ATTACHEMENTS

Aquatic Weed Control Invoice 45602 (Exhibit A)

Map of Area - treatment boundaries marked in yellow (Exhibit B)

Environmental Consultant Certificate of Payment (Exhibit C)

Contractor's Executed Affidavit (Exhibit D)

Original Bid Schedule from Contract (Exhibit E)

Preserve Management Payment Tracker, highlighting current submittal payment request (Exhibit F)

Aquatic Weed Control – Customer Service Report (field notes) (Exhibit G)



Aquatic Weed Control, Inc.

P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

EXHIBIT A Invoice

Date	Invoice #
3/19/2020	45602

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

Customer P.O. No.	Payment Terms	Due Date
	Net 45	5/3/2020

Description	Amount
Vetland Service for the Internal Preserves 1-5 - Yr 2. 37.7 ACRES - Completed 1/17/2020.	6,597.50
ACCOUNT # 5384612 Internal Preserves Year 2	

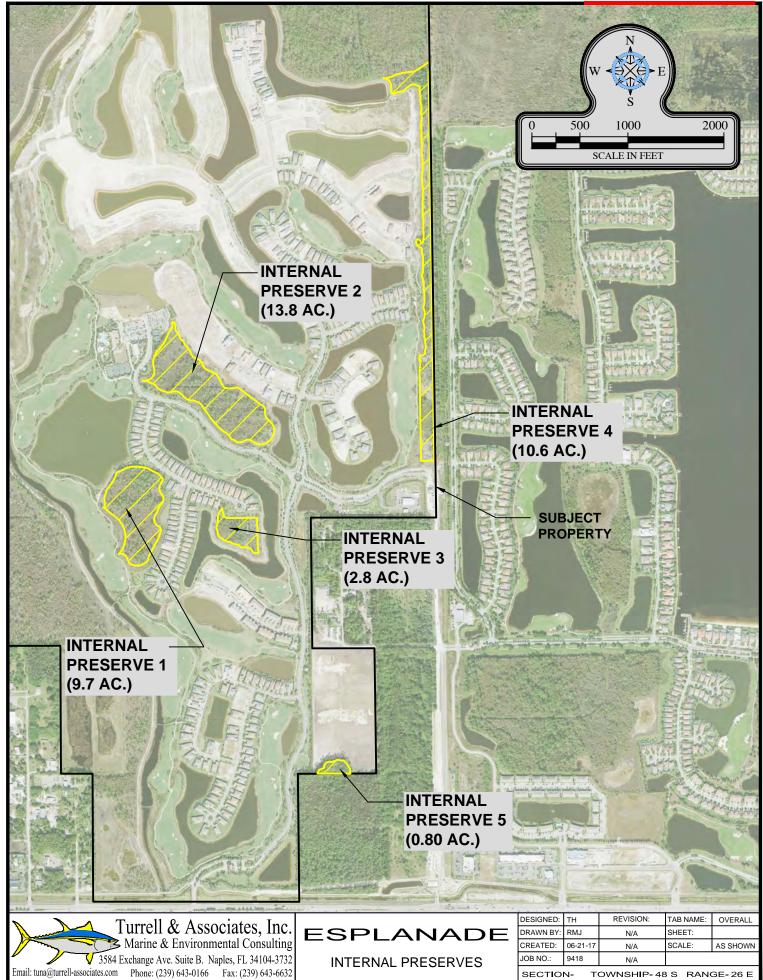
Thank you for your business.

OK for Payment based on 03/23/2020 Site Visit

THUL

	Total	\$6,597.50
A STATE OF THE PERSON NAMED IN	Payments/Credits	\$0.00
distance of the last	Balance Due	\$6,597.50

EXHIBIT B





ENVIRONMENTAL CONSULTANT'S CERTIFICATE FOR PAYMENT

This Certificate of Payment is made in connection with that certain Invoice #45602 from Aquatic Weed Control, Inc., a Florida corporation ("Contractor") for work performed by Contractor through March 19, 2020 (the "Work") in connection with that certain Preserve Maintenance Agreement dated July 25, 2018 ("Agreement") between Contractor and Flow Way Community Development District (the "District"). In accordance with the Agreement, based upon on-site observations and the data comprising the Invoice from Contractor, the undersigned certifies to District that, to the best of the undersigned's knowledge, information and belief, the Work has progressed as indicated and the Work set forth in the Invoice is complete, the quality of the Work is in substantial conformance with the Agreement, and Contractor is entitled to payment in the amount of \$6,597.50

TURRELL, HALL & ASSOCIATES, INC.,

a Florida corporation

Print Name: <u>Timothy Hall</u>
Title: Vice President

Dated: March 24, 2020



STATE OF FLORIDA
COUNTY OF Lee
Before me, the undersigned authority, personally appeared <u>Les Stephens</u> (" <u>Affiant</u> "), who, after being first duly sworn, deposes and says of his or her personal knowledge the following:
1. Affiant is the <u>West Coast Manager</u> , of Aquatic Weed Control, Inc., a Florida corporation, which does business in the State of Florida (the " <u>Contractor</u> ").
2. Contractor, pursuant to that certain Preserve Maintenance Agreement dated September 18, 2018 ("Agreement") with Flow Way Community Development District (the "District"), has furnished or caused to be furnished labor, material and services for the maintenance of preserves owned by the District, as more particularly described in the Agreement which is incorporated herein by reference.
3. This Affidavit is executed by the Contractor for the purpose of obtaining a payment from the District in the amount of \$6,597.00 (Internal Preserves year 2) pursuant to the invoice attached hereto and made a part hereof as Exhibit "B" (the "Invoice"). The Invoice covers work of the Contractor through March 17 , 2020.
4. All work to be performed under the Agreement for which application for payment has been made has been fully performed and completed by Contractor in accordance with the plans and specifications contained in the Agreement. In consideration of payment of the Invoice by the District, Contractor releases any lien and/or right to claim a lien to the extent of the payment for labor, services, or materials furnished through the date of the Invoice. All subcontractors, suppliers or materialmen working by or through Contractor have been paid in full through the date of the Invoice.
5. Affiant with full knowledge and understanding that this Affidavit is made to induce the District to

pay the Invoice based upon the representations and warranties set forth herein. Affiant, individually and on behalf of the Contractor agrees to indemnify the District and hold it harmless from any loss or damage resulting from their reliance on the matters set forth in this Affidavit.



Flow Way Community Development District
Preserve Maintenance Bid Specifications
June 2018

-	Flow Way CDD Preserv	XHIBIT	Maintenance	Bid Schedule	
20.0	d Spread Sheet - Esplanade Exotic Plant	Manageme	nt	Jun-18	THA #: 9418
Bi		Unit	Qty	Unit Cost	Total Cost
Item	Description	LS	1	175	1522.50
1	Wading Bird Foraging Areas - Year 1		1	175	1522.50
2	Wading Bird Foraging Areas - Year 2	LS		ברו	1522.50
3	Wading Bird Foraging Areas - Year 3	LS	1	175	1522.50
4	Wading Bird Foraging Areas - Year 4	LS	1	175	1522.50
5	Wading Bird Foraging Areas - Year 5	LS	11	175	6597.50
6	Internal Preserves - Year 1	LS	1	175	6597.50
7	Internal Preserves - Year 2	LS_	1	175	1,597.50
8	Internal Preserves - Year 3	LS	1	175	6597.50
9	Internal Preserves - Year 4	LS	1		6597.50
10	Internal Preserves - Year 5	LS	1	175	37,960.00
11	Western Preserve - Year 1	LS	11	200	33,215.00
12	Western Preserve - Year 2	LS	11	175	0018100
13	Western Preserve - Year 3	LS	11	175	33,215.00
14	Western Preserve - Year 4	LS	11	175	33,215.00
	Western Preserve - Year 5	LS	11	150	28,470.00
15	Northern Preserve Area 1 - Year 1	LS	1	200	64,560.00
16	Northern Preserve Area 1 - Year 2	LS	1	200	64.560.00
17	Northern Preserve Area 2 - Year 1	LS	1	200	113,120.00
18		LS	1	200	113,120.00
19	Northern Preserve Area 2 - Year 2	LS	1	175	155,470.00
20	Northern Preserve Area I & 2 - Year 3	LS	1	150	133,260.00
21	Northern Preserve Area 1 & 2 - Year 4	LS	1	150	133,260.00
22	Northern Preserve Area 1 & 2 - Year 5			TOTAL COST	984,025.00
	WOLLTEN COST	BUNG	HINDOFD E	IGHTY FOUR]	THOUSAND TWEN
	Available Start Date and Le	noth of Tin	ne for Completion	1/7/2019	5 yrs
ID NOTES:					
ID HOTES.		OPTI	ONS		
			QUANTITY	UNIT PRICE	TOTAL COST
ITEM NO.	DESCRIPTION	UNIT		275	\$984,025.0
A	N/A ,	AC	11124.6	E 11 - 175	
ONTRACT	ORNOTES: UNIT PRICE	KAS	ED 0N	5 YEARS	
-	any Signature		Dat	e 7/24/18	
	FRIC J Inman Procident	(pri	nt)		
	President	-			

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				Flow Way CDD	Preserve Areas	Maintenance Sch	nedule		
Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notes	Account #
1	Wading Bird Foraging Areas - Year 1	175	1,522.50	5/24/2019	36183	1,522.50	6/2/2019		5384611
2	Wading Bird Foraging Areas - Year 2	175	1,522.50	3/16/2020	45573	1,522.50	3/19/2020		5384611
3	Wading Bird Foraging Areas - Year 3	175	1,522.50						5384611
4	Wading Bird Foraging Areas - Year 4	175	1,522.50						5384611
5	Wading Bird Foraging Areas - Year 5	175	1,522.50						5384611
6	Internal Preserves - Year 1	175	6,597.50	3/29/2019	34411	6,597.50	4/1/2019	pay in full	5384612
7	Internal Preserves - Year 2	175	6,597.50	3/19/2020	45602	6,597.50	3/23/2020		5384612
8	Internal Preserves - Year 3	175	6,597.50						5384612
9	Internal Preserves - Year 4	175	6,597.50						5384612
10	Internal Preserves - Year 5	175	6,597.50						5384612
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37,960.00	4/1/2019	Hold 10% until south area completed	5384613
۸۸	۸۸	^^	^^	5/24/2019	33387	3,796.00	6/2/2019	10% balance now approved for payment (Inv 33387 dated 5/24/19 for \$3,796.00)	5384613
12	Western Preserve - Year 2	175	33,215.00	3/11/2020	45541	33,215.00	3/19/2020		5384613
13	Western Preserve - Year 3	175	33,215.00						5384613
14	Western Preserve - Year 4	175	33,215.00						5384613
15	Western Preserve - Year 5	150	28,470.00						5384613
16	Northern Preserve Area 1 - Year 1	200	64,560.00	3/29/2019	34410	64,560.00	4/1/2019	pay in full	5384614
17	Northern Preserve Area 1 - Year 2	200	64,560.00	12/13/2019	42730	14,560.00	12/19/2019	Exotic Grass Spraying, completed 12/13/19.	5384614
18	Northern Preserve Area 2 - Year 1	200	113,120.00	5/31/2019	36933	28,280.00	6/2/2019	1/4 of total acreage	5384615
^^	۸۸	^^	۸۸	6/11/2019	36998	28,280.00	6/25/2019	1/4 of total acreage	5384615
^^	۸۸	^^	^^	6/18/2019	37040	28,280.00	6/25/2019	1/4 of total acreage	5384615
^^	۸۸	^^	^^	6/27/2019	37079	28,280.00	7/2/2019	1/4 of total acreage	5384615
19	Northern Preserve Area 2 - Year 2	200	113,120.00	5/30/2020	48268	113,120.00	6/17/2020		5384615
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470.00						??
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260.00						??
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260.00						??

Terms: Net 45

^{*}Northern Preserve Area 2 is account #5384615 as of 8/8/19 according to email from Lisa Singer.





AQUATIC WEED CONTROL, Inc. Orlando - Ft. Myers - Tampa - Daytona Beach 800-543-6694

Lake & Wetland Customer Service Report

Job Name:	Esplan	ade		r /1		Custom	er:				
Job Name:	Jesse	Moren	+crew of	P 9 Date:	3-10	3-202	0	Time:_	1:3	0-0	7:30
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SITE IDENT	ΓIFICA	TION									
Waterway Treatment		Wes	Hand	Pres	irve						
Algae											
Submersed Weeds			K.	x ofi	25						
Grasses and Brush			147								
Floating Weeds											
Blue Dye											
Restriction # of days)				He c							
nspection											
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				/							
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Arrowhead		ulrush		Solden Car			aiad				
Bacopa Blue Flag Iris		hara ordgrass		Sulf Spiker ily	ush		ckerelwe	eed			
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AQUATIC WEED CONTROL, Inc. Orlando - Ft. Myers - Tampa - Daytona Beach 800-543-6

Lake & Wetland Customer Service Report

	cop	lana	de							Custo	omei	-:							
Job Name: Technician:	Jess	e)	Uore	not	Crew	of	Dat	e:_ن	3-16	5-20	20		_ Ti	me:	8;	00	-	4:00	0
							Cus	tome	er Si	gnatı	ire_								
SITE IDEN	TIFIC	CAT	ON	1						Ţ		7		,					
Waterway Treatment				W	ef	and	1	Prese	erre										
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Floating Weeds			/																
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White Copy - Customer

Pink Copy - Office

Shank You



AQUATIC WEED CONTROL, Inc. Orlando - Ft. Myers - Tampa - Daytona Beach 800-543-6694

Lake & Wetland Customer Service Report

Job Name: Technician:_	lesse	- Me	rens	tcrem c	o} ゆ Date	: 37	Z 202	20	_ Tin	ne:	8:0	0 -	4:	00
SITE IDEN							Signatu							
Waterway Treatment				ella	nd	Pres	erre							
Algae Submersed Weeds Grasses and Brush Floating				0	Ex	8/1	cs							
Weeds Blue Dye Restriction (# of days)														
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CLARITY <u>I</u>	FLOW None Slight Visible	M	ATV Arrboat Backpa	□ Bo	c.	ARP PR	OGRAM oserved Inspected	H H	ER LE igh ormal ow	VEL	<u>w</u>	Clear Overo Wind Rainy	cast	
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NATIVE WETLA Arrowhead Bacopa	ND HAB	TAT MA Bulrus Chara	h	NCE	Golden (Canna	eficial Ve	egetation Naiad Pickerel		:				

MEMORANDUM

TO: Jim Ward

FROM: Timothy Hall

DATE: September 9, 2020

SUBJECT: Payment Request - Aquatic Weed Control Invoice 48268

Please find attached a payment request and backup materials for the above-referenced invoice. I conducted a site visit on June 9, 2020 to confirm the work had been completed (see attached Environmental Consultant Certification).

ACCOUNT INFORMATION

Area Account No. 5384615

Area Treated: Northern Preserve Area 2, Year 2

Area Acreage: 565.60 (\$200 per acre)

CURRENT SUBMITTAL

 Invoice Number:
 48268

 Invoice Date:
 05/30/2020

 Invoice Amount:
 \$113,120.00

Dates of Service: 05/08/2020 - 05/30/2020

BUDGET

Line Item Budget: \$113,120.00 (Line Item #19 from Contract Bid Schedule)

Previously Billed: \$0

This invoice: \$113,120.00

Budget remaining for Line Item #19 after this invoice: \$0

ATTACHEMENTS

Aquatic Weed Control Invoice 48268 (Exhibit A)

Map of Area - treatment boundary marked in red (Exhibit B)

Environmental Consultant Certificate of Payment (Exhibit C)

Contractor's Executed Affidavit (Exhibit D)

Original Bid Schedule from Contract (Exhibit E)

Preserve Management Payment Tracker, highlighting current submittal payment request (Exhibit F)

Aquatic Weed Control – Customer Service Report (field notes) (Exhibit G)

Aquatic Weed Control, Inc. P.O. Box 593258 Orlando, FL 32859

EXHIBIT A

Invoice

Date	Invoice #
5/30/2020	48268

Phone: 407-859-2020 Fax: 407-859-3275

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

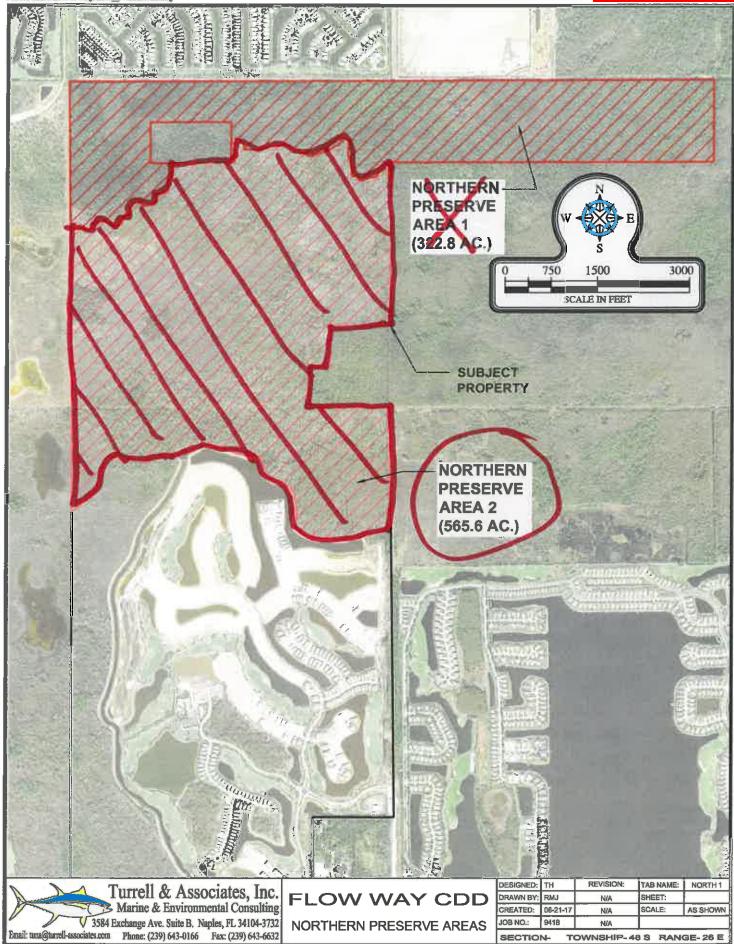
Customer P.O. No.	Payment Terms	Due Date
	Net 45	7/14/2020

Description	Amount
Wetland Service for the Northern Preserve Area 2 - Yr 2 - 565.60 Acres - Completed 5/30/2020.	113,120.00
ACCOUNT NO. 5384615 Northern Preserve Area 2 Year 2	

Approved based on June 9 site visit and follow-up conversations with contractor.

Thank you for your business.

Total	\$113,120.00
Payments/Credits	\$0.00
Balance Due	\$113,120.00





ENVIRONMENTAL CONSULTANT'S CERTIFICATE FOR PAYMENT

This Certificate of Payment is made in connection with that certain Invoice #48268 from Aquatic Weed Control, Inc., a Florida corporation ("Contractor") for work performed by Contractor through May 30, 2020 (the "Work") in connection with that certain Preserve Maintenance Agreement dated July 25, 2018 ("Agreement") between Contractor and Flow Way Community Development District (the "District"). In accordance with the Agreement, based upon on-site observations and the data comprising the Invoice from Contractor, the undersigned certifies to District that, to the best of the undersigned's knowledge, information and belief, the Work has progressed as indicated and the Work set forth in the Invoice is complete, the quality of the Work is in substantial conformance with the Agreement, and Contractor is entitled to payment in the amount of \$113,120.

TURRELL, HALL & ASSOCIATES, INC.,

a Florida corporation

Print Name: Timothy Hall

Dated: June17, 2020

Title: Vice President



STATE OF FLORIDA

COUN	NTY OF Lee
who, a	Before me, the undersigned authority, personally appeared <u>Les Stephens</u> (" <u>Affiant</u> "), after being first duly sworn, deposes and says of his or her personal knowledge the following:
1. which	Affiant is the West Coast Manager , of Aquatic Weed Control, Inc., a Florida corporation does business in the State of Florida (the "Contractor").
to be f	Contractor, pursuant to that certain Preserve Maintenance Agreement dated September 18, 2018 eement ") with Flow Way Community Development District (the " <u>District</u> "), has furnished or caused furnished labor, material and services for the maintenance of preserves owned by the District, as more ularly described in the Agreement which is incorporated herein by reference.
pursua	This Affidavit is executed by the Contractor for the purpose of obtaining a payment from the et in the amount of \$113,120.00 (Northern Preserve Area 2 Year 2) and to the invoice attached hereto and made a part hereof as Exhibit "B" (the " Invoice "). The Invoice work of the Contractor through May 20

- 4. All work to be performed under the Agreement for which application for payment has been made has been fully performed and completed by Contractor in accordance with the plans and specifications contained in the Agreement. In consideration of payment of the Invoice by the District, Contractor releases any lien and/or right to claim a lien to the extent of the payment for labor, services, or materials furnished through the date of the Invoice. All subcontractors, suppliers or materialmen working by or through Contractor have been paid in full through the date of the Invoice.
- 5. Affiant with full knowledge and understanding that this Affidavit is made to induce the District to pay the Invoice based upon the representations and warranties set forth herein. Affiant, individually and on behalf of the Contractor agrees to indemnify the District and hold it harmless from any loss or damage resulting from their reliance on the matters set forth in this Affidavit.



Flow Way Community Development District
Preserve Maintenance Bid Specifications
June 2018

	E	XHIBIT	"B"	Rid Schedule	
	Flow Way CDD Preserv	e Areas	IVIAIIITERATICE	Jun-18	THA #: 9418
Bie	d Spread Sheet - Esplanade Exotic Plant	l r		Unit Cost	Total Cost
Item	Description	Unit	Qty	175	1522.50
I	Wading Bird Foraging Areas - Year I	LS	1	175	1522.50
2	Wading Bird Foraging Areas - Year 2	LS	1	ITS	1522.50
3	Wading Bird Foraging Areas - Year 3	LS	1	175	1522.50
4	Wading Bird Foraging Areas - Year 4	LS	1	175	1522.50
5	Wading Bird Foraging Areas - Year 5	LS	1	175	10597.50
6	Internal Preserves - Year 1	LS	1	175	6597.50
7	Internal Preserves - Year 2	LS	1		1,597.50
8	Internal Preserves - Year 3	LS	11	175	6597.50
9	Internal Preserves - Year 4	LS	11	175	6597.50
10	Internal Preserves - Year 5	LS	1	175	37,960.00
	Western Preserve - Year 1	LS	1	200	31,10000
11 12	Western Preserve - Year 2	LS	11	175	33,215.00
	Western Preserve - Year 3	LS	1	175	33,215.00
13	Western Preserve - Year 4	LS	1	175	33,215.00
14	Western Preserve - Year 5	LS	11	150	28,470.00
15	Northern Preserve Area 1 - Year 1	LS	1	200	64,560.00
16		LS	1	200	64,560.00
17	Northern Preserve Area 1 - Year 2	LS	1	200	113,120.00
18	Northern Preserve Area 2 - Year 1	LS	1	200	113,120.00
19	Northern Preserve Area 2 - Year 2	LS	1	175	155,470.00
20	Northern Preserve Area I & 2 - Year 3	LS	1	150	133,260-00
21	Northern Preserve Area 1 & 2 - Year 4		1	150	133,260.00
22	Northern Preserve Area 1 & 2 - Year 5	LS		TOTAL COST	984,025.00
	THE COST S	accer.	HINDOFD &	IGHTY FOUR T	THOUSAND TWENT
	Available Start Date and Le	noth of Tim	ne for Completion	1/7/2019	5 yrs
	Available Start Date and Le	ingtill OI X		1774	
ID NOTES:					
		OPTI			TOTAL COST
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	
A	N/A	AC	1124.6	18.15	\$984,625.0
	ORNOTES: UNIT PRICE	BAS	KD ON	5 YEARS	
Comp	any Signature St. H.			5 YEARS te 7/24/18	

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				Flow Way CDD	Preserve Areas	Maintenance Sch	nedule		
Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notes	Account #
1	Wading Bird Foraging Areas - Year 1	175	1,522.50	5/24/2019	36183	1,522.50	6/2/2019		5384611
2	Wading Bird Foraging Areas - Year 2	175	1,522.50	3/16/2020	45573	1,522.50	3/19/2020		5384611
3	Wading Bird Foraging Areas - Year 3	175	1,522.50						5384611
4	Wading Bird Foraging Areas - Year 4	175	1,522.50						5384611
5	Wading Bird Foraging Areas - Year 5	175	1,522.50						5384611
6	Internal Preserves - Year 1	175	6,597.50	3/29/2019	34411	6,597.50	4/1/2019	pay in full	5384612
7	Internal Preserves - Year 2	175	6,597.50						5384612
8	Internal Preserves - Year 3	175	6,597.50						5384612
9	Internal Preserves - Year 4	175	6,597.50						5384612
10	Internal Preserves - Year 5	175	6,597.50						5384612
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37,960.00	4/1/2019	Hold 10% until south area completed	5384613
^^	۸۸	^^	^^	5/24/2019	33387	3,796.00	6/2/2019	10% balance now approved for payment (Inv 33387 dated 5/24/19 for \$3,796.00)	5384613
12	Western Preserve - Year 2	175	33,215.00	3/11/2020	45541	33,215.00	3/19/2020		5384613
13	Western Preserve - Year 3	175	33,215.00						5384613
14	Western Preserve - Year 4	175	33,215.00						5384613
15	Western Preserve - Year 5	150	28,470.00						5384613
16	Northern Preserve Area 1 - Year 1	200	64,560.00	3/29/2019	34410	64,560.00	4/1/2019	pay in full	5384614
17	Northern Preserve Area 1 - Year 2	200	64,560.00	12/13/2019	42730	14,560.00	12/19/2019	Exotic Grass Spraying, completed 12/13/19.	5384614
18	Northern Preserve Area 2 - Year 1	200	113,120.00	5/31/2019	36933	28,280.00	6/2/2019	1/4 of total acreage	5384615
^^	۸۸	^^	۸۸	6/11/2019	36998	28,280.00	6/25/2019	1/4 of total acreage	5384615
^^	۸۸	^^	^^	6/18/2019	37040	28,280.00	6/25/2019	1/4 of total acreage	5384615
^^	۸۸	^^	۸۸	6/27/2019	37079	28,280.00	7/2/2019	1/4 of total acreage	5384615
19	Northern Preserve Area 2 - Year 2	200	113,120.00	5/30/2020	48268	113,120.00	6/17/2020		5384615
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470.00						??
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260.00						??
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260.00						??

Terms: Net 45

^{*}Northern Preserve Area 2 is account #5384615 as of 8/8/19 according to email from Lisa Singer.



EXHIBIT G

AQUATIC WEED CONTROL, Inc.
Orlando - Ft. Myers - Tampa - Daytona Beach 800-543-6

Job Name:	Es	plan	ade	?					_ Cu	ston	ner:_						
Job Name: Technician:	Jes	se 1	Mon	nd)			Date:	5.	-8-	2020	D D	т	ime:	8	1:00	-	4.00
							Custo	mer	Signa	ature	e						
SITE IDEN	ITIFI	CAT	ION	1 1	Α.					-			1			1	
Waterway Treatment		W	et	ano		Po	eseri)e	1).,	P.	A	ea	2			
Algae					1			HI.									
Submersed Weeds		/						1									
Grasses and Brush	1					1		fic	s							T	
Floating Weeds		/	/		C	//	0,										
Blue Dye	V				H H												
Restriction (# of days)																	
Inspection																	
Request for Service																	
CLARITY F	LOW		MEX	HOD			CA	RP PR	OGR	AM	WA	TER L	EVEL		WEAT	HER	
□ < l' [□ 1-2' [□ 2-4' [□ > 4'	None Slight Visible		DA	TV irboat ackpack		Beat Truck		Carp ol Barrier				High Norma Low	I		Cle Ove Wir Rai	ercast ndy	
FISH and WILDL	IFE OB	SERV	ATIO	<u>vs</u>													
☐ Alligator ☐ Anhinga ☐ Bass		□ C	atfish oots ormor	ont	E		linules nbusia			2 □	sprey		Ē] Wo	odstorl	k	
Bream		=	grets	unt		lbis					nakes urtles			7 -			
NATIVE WETLA	ND HAE	ITAT	MAIN	TENAN	CE			Ben	eficial	Veg	etatio	n Note	d:				
Arrowhead Bacopa	Ē		rush ara				den Ca f Spike	inna		□ N	aiad	lweed	Е				

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Thank You



Job Name:	Splanad			Custon			
Job Name: <u> </u>	Jesse A	loreno + cre	وه دن Date:	5-11-2020	Time	8:00 - 4:	00
SITE IDENT	TETCAT	TON	Custo	omer Signatur	e		
Waterway Treatment	IDENTIFICATION (ay ent	and Are	serve	N.P. A	rea 2		
Algae Submersed							
Weeds Grasses and	+			1			
Brush Floating Weeds			CX	ofics			
Blue Dye Restriction (# of days)							
Inspection Request for Service							
-							
□ < l' □ □ 1–2' □	None Slight	☐ ATV ☐ Airboat	□ Boat □ □ Truck □ □	RP PROGRAM Carp observed Sarrier Inspected	WATER LEVE High Normal Low	Clear Overcast Windy Rainy	
ISH and WILDLIF Alligator			☐ Gallinules	П	longov	☐ Woodstork	
Anhinga Bass Bream		Coots Cormorant	Gambusia Herons Ibis		Osprey Mer Snakes urtles	U VOCCUSION	
NATIVE WETLAN	FLOW METHOD None	CE	Beneficial Veg	etation Noted:			
Arrowhead Bacopa Blue Flag Iris	☐ Ch	nara	Golden C Gulf Spike	erush 🔲 F	Naiad Pickerelweed Soft Rush	o	
White Copy – Custome			Pink Copy – Offic	ce	Thank &	You	



Lake & Wetland Customer Service Report

Job Name:	Esplano	ide				Customer	/				
Job Name: Technician:_	Jesse	Moreni)	Date	: 5-12	-2020	Tir	ne:	8:00	-4:0	0
SITE IDEN	NTIFICA	TION		Cust	tomer Si	gnature_					
Waterway Treatment			Wes	Hand	Pres	erve	N	, ρ.	Are	a 2	
Algae Submersed Weeds											
Grasses and Brush	1		1	1.40	fics						
Floating Weeds			-		70						
Blue Dye Restriction (# of days)	4										
Inspection											
Request for Service							119=				
-											
☐ < l' [☐ 1–2' [FLOW None Slight Visible	METHE ATV	eat D	Boat E	ARP PROG Carp obse Barrier Ins	erved [WATER LE ☐ High ☐ Normal ☐ Low	VEL		lear vercast /indy ainy	
FISH and WILDL	LIFE OBSE	RVATIONS Catfish	r	☐ Gallinule		□ 0an			Woodsto	od.	
☐ Alligator ☐ Anhinga ☐ Bass ☐ Bream		Coots Cormoran Egrets	t [Gambus Herons Ibis		☐ Ospr ☐ Otter ☐ Snal ☐ Turtl	kes		VVOOdsto	JIK.	
NATIVE WETLA	ND HABIT	AT MAINTE	NANCE		Benefi	cial Vegeta	tion Noted	1:			
Arrowhead Bacopa Blue Flag Iris		Bulrush Chara Cordgrass		Golden (Gulf Spil			ad erelweed Rush				
							2010				

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Job Name: Technician:_					Da	ate: 3	-/3-	2020	0	Time	e: 8	5:00	-4	00
SITE IDE							er Signa			. 0.200				
Waterway Treatment				let	lane	1	Pres	evave	e	N.	ρ.	Ar	ea.	2
Algae Submersed														
Weeds Grasses and Brush	/				1		/							
Floating Weeds					0	XO	FIES							
Blue Dye Restriction (# of days)														
nspection Request for Service														
CLARITY < ' 1-2' 2-4' > 4'	FLOW None Slight Visible		METHOD TATV Airboa Backp		Boat Truck	☐ Carp	PROGR. o observe	ed	WATER High	n mal	EL	DO W	PHER ear vercast indy ainy	
FISH and WILD Alligator Anhinga Bass Bream	LIFE OB	☐ Catf	ish ots morant		Gallin Gamb Heron	usia		☐ Otto	prey er akes rtles		_ w	/oodsto	rk	
		N TATIM	IAINTEN	ANCE		В	eneficia	l Veget	tation N	oted:				



Job Name:	Esplano	ede		Custor	mer:		
lob Name:	Jesse	Moreno	Date:	5-14-20	720 Ti	me:_ 8:	00 - 4:00
SITE IDENT	ΓΙ F ICA	TION	Custo	mer Signatur	e		
Vaterway Treatment	sed s and e ion ys) On t for Y FLOW METH None Slight Visible Bac d WILDLIFE OBSERVATIONS ator nga Coots cormorar nga Egrets WETLAND HABITAT MAINT	We	Hand	Preserve	· N.	P. Ar	ea 2
Algae Submersed							
Weeds Grasses and Brush							
Floating Weeds							
Blue Dye Restriction (# of days)							
Inspection Request for Service							
□ < l' □ □ 1–2' □	None Slight	METHOD ATV Airboat Backpack	□ Boat □ C	RP PROGRAM Carp observed arrier Inspected	WATER LE High Normal Low		WEATHER Clear Overcast Windy Rainy
FISH and WILDLIN		CONTRACTOR OF THE RESERVE OF THE RES	☐ Gallinules	П	Osprey		oodstork
Anhinga Bass Bream	tor Catfish ga Coots Cormorant n Egrets		Gambusia Herons Ibis		Otter Snakes Furtles		IOUSION
NATIVE WETLAN	None ATV Slight Airboat Visible Backpack FE OBSERVATIONS Catfish Coots Cormorant Egrets	<u>ICE</u>	Beneficial Veg	getation Noted	d:		
Arrowhead Bacopa Blue Flag Iris		Chara	☐ Golden Ca ☐ Gulf Spike ☐ Lily	rush 🔲 I	Naiad Pickerelweed Soft Rush		
White Copy – Custome	er		Pink Copy – Office		Thank	You	



Lake & Wetland Customer Service Report

Job Name:	CSI	lando	e				Custom					
lob Name: rechnician:	Jesse	Mo	reno		_ Date:_	5-1	5-20	020	Time:_	8:00	0-4:0	00
					Custon	ner Sig	nature					
SITE IDEN	ITIFIC	OITA	N									
Waterway Treatment	☐ Visible ☐ Backpa			w	eflar	d	Pres	serve	2 /).[Area	1
Algae												
Submersed Weeds		/										
Grasses and Brush							1					
Floating Weeds												
Blue Dye	/											
Restriction (# of days)												
Inspection												
Request for Service					114							
□ < l' [□ 1–2' [None Slight		ATV Airboat	□ Bø ☑ Tro k	at □ C	P PROG arp obse arrier Ins	rved	Hig	mal		Clear Overcast Windy Rainy	
	IFE OBS	-0-7										
☐ Alligator ☐ Anhinga ☐ Bass ☐ Bream	[[[[Coots	orant		Gallinules Gambusia Herons Ibis		S	sprey tter nakes urtles		Woods	stork	
NATIVE WETLA	ND HAB	ITAT MA	INTENA	ICE		Benefic	ial Vege	etation N	oted:			
☐ Arrowhead ☐ Bacopa ☐ Blue Flag Iris		Bulrush Chara Cordgr			Golden Car Gulf Spiker Lily		□ P	aiad ickerelwe oft Rush	eed			
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Shank You



Job Name:	Esp	lana	de						_ Cu	ston	ner:_						
Job Name: Technician:	Jes	se A	Loren	ote	reed	of D	3 ate:_	5	-/8	-20	20		ime:	8:0	00 -	- 4:0	(Sc
						C	usto	ner s	Signa	ature	e						
SITE IDEN	TIFI	CAT	ION			_	. 1				-		-			-	1
Waterway Treatment	sed and Y FLOW METHOD None ATV Slight Airboat Backpack WILDLIFE OBSERVATIONS ator Catfish nga Coots Cormorant				1/0	und		fre	sei	re		N.	P.	A	rea	2	
Algae								0								11	
Submersed Weeds											1-						
Grasses and Brush	-				1	-	01	Fic	3			1					
Floating Weeds																	
Blue Dye		1															
Restriction (# of days)																	
Inspection																	
Request for Service																	
CLARITY F	OW		METH	ν'n.			CAR	P PR	OCB	AM	WA	TER I	EVE		ME	ATHER	
<u>CLARITI</u>	70. 57					Boat	-	arp of				High	LEVEL	-	100	lear	
☐ 1-2' ☐ ☐ 2-4' ☐ ☐ > 4'						Fruck		arrier				Norma Low	al		\square v	Overcas Vindy Rainy	t
FISH and WILDLI	FE OB	SERV	ATION	s		_			-					_			
☐ Alligator ☐ Anhinga		☐ Ca	tfish oots		E	Gallin	ousia				sprey		[w	oodst	ork	
☐ Bass ☐ Bream				nt	E	Heror lbis	is				nakes urtles		Į	J _			
NATIVE WETLAN	ID HAI	METHOD None ATV Boat Slight Airboat Truck Visible Backpack E OBSERVATIONS Catfish Galli Coots Gam Cormorant Hero Egrets Ibis			Bene	eficia	l Veg	etatio	n Not	ed:							
Arrowhead	Ī					Golde				_	laiad	lisse = 2	. []_			
☐ Bacopa ☐ Blue Flag Iris	None ATV Bo Slight Airboat Tru Slight Backpack WILDLIFE OBSERVATIONS tor Catfish Ga Coots Gramman Burner Burner WETLAND HABITAT MAINTENANCE Whead Bulrush Ga Chara					piker	usn			oft Ru	elweed ish	[
White Copy - Custom	er				Pir	nk Copy -	Office				0	Than	k 21	ou			



Job Name: Fechnician:_	Jesse	More	no tè		_ Date:	5-19-	2020		Time:	8:0	70 -	4:15
SITE IDEN	ITIFIC	CATIO	N		Custo	mer Sig	nature_			_		
Waterway Treatment			w	etle	and	Pre	serve		N.F	P. A	rea	2
Algae Submersed Weeds Grasses and						1						
Brush Floating Weeds				6	Xi	fics						
Blue Dye Restriction (# of days)		~										
nspection Request for Service												
< ' 1-2' 2-4' > 4'	FLOW None Slight Visible		ETHOD ATV Airboat Backpac	□ Bo □ Tru k	at 🗆	RP PROG Carp obse Barrier Insp	ved	WATER High Norr	mal	= <u>V</u>	VEATH Clear Over Wind Rainy	cast y
Alligator Anhinga Bass Bream	LIFE OBS	☐ Catfis	h s orant		Gallinules Gambusia Herons Ibis		Osp Offe Sna	er akes]]]	Woo	dstork	
	ND HAR	ITAT MA	INTENA	NCE		Benefic	ial Vegeta	ation No	oted:			
NATIVE WETLA		Bulrus			Golden Ca		☐ Nai					



Lake & Wetland Customer Service Report

Job Name:	Splan	ade				Custome	er:				
Technician:	Jesse	Moral	0	Dai	te: 5-2	0-202	ОТ	ime:_	8:0	0-9	.00
SITE IDENT	IFICA	TION		Cus	stomer Si	gnature_					7
Waterway Treatment		We	Hand	1 Pre	serve	N	P. A.	rea	2		
Algae											
Submersed Weeds		+									
Grasses and Brush	2			7 .	1.						-
Floating Weeds			1	70	110						
Blue Dye Restriction	1										
(# of days)											
Inspection				1 1							
Request for Service											
< '	OW None Slight Visible	METH	/ □ foat □ kpack	Boat [CARP PRO Carp obs Barrier Ins	erved	WATER I			Clear Overcast Windy Rainy	
FISH and WILDLIF		Catfish	1	☐ Gallinu			prey		Woods	tork	
Alligator		Coots		☐ Gambu ☐ Herons			er akes		-		
☐ Alligator ☐ Anhinga ☐ Bass ☐ Bream		Cormoran Egrets	i	Ibis			rtles				
☐ Anhinga ☐ Bass		Egrets	1	☐ Ibis		☐ Tu		ed:			

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Job Name: Technician:	-				D	ate:		Custo: 2 <i>1-20</i>	20	Ti	me:	8:00) - (1:00)
	EDENTIFICATION ay ent Wefand and and FLOW None Slight Visible Backpack WILDLIFE OBSERVATIONS or ga Cormorant					ustom									
Waterway Treatment	ree		1	Prese	erve		1	J.P.	A	sea.	2				
Algae Submersed Weeds	rent Cond C														
Grasses and Brush	6				1	1/	120		П						
Floating Weeds				4	X	oti	cs								
Blue Dye															7
Restriction (# of days)															
Inspection															
Request for Service															
•															
CLARITY	None Slight		ATV Airboat		seat Truck	☐ Ca	PROG rp obse rier Ins	rved		Vormal			Clear Overc Windy Rainy	ast	
FISH and WILDI Alligator Anhinga Bass Bream	LIFE OB	Catfis	sh s norant			nules busia ns			Osprey Otter Snakes Turtles			Woods	tork		
NATIVE WETLA	ND HAE	ITAT M	AINTENA	NCE			Benefic	cial Ve	getation	Note	d:				_
Arrowhead Bacopa Blue Flag Iris	FLOW METHOD None ATV Airboat Backpack WILDLIFE OBSERVATIONS tor Catfish Ga Coots Cormorant Egrets METLAND HABITAT MAINTENANCE Thead Bulrush Ca Chara Chara Chara Chara Corndorass			en Canı Spikeru	na		Naiad Pickerel Soft Rus	weed							
White Cook - Custo	mar			Die	nk Copy	Office			6	Thank	. Uou				



Job Name:	Espla	anade				Custom	ier:					
Job Name: Technician:	Jesse	Morena		Date:_	5-2	2-20	20	_ Tir	ne:	8:00	-4:	00
				Custor	ner Sid	nature						
SITE IDEN	TIFIC	ATION										,
Waterway Treatment		wetla	nd	Pres	erve			N	p.	Are	ea.	2
Algae									* *			
Submersed Weeds												
Grasses and Brush	2			1								
Floating Weeds			64	oli	cs							
Blue Dye												
Restriction (# of days)												
Inspection												
Request for Service												
- **												
CLARITY F	LOW	METHOD		CAR	P PROC	SRAM	WAT	ER LE	VEL	WEA	THER	
	None	DATV	Boat		arp obse	erved	□н	igh		□ (ci	ear	
☐ 1–2' [☐ 2-4' [☐ > 4'	Slight Visible	☐ Airboat ☐ Backpa	☑Truc ck	ck ∐ Ba	arrier Ins	pected		lormal ow		\square W	vercast indy ainy	
FISH and WILDL	IFE OBSE	RVATIONS										
☐ Alligator] Catfish		allinules			sprey			Noodsto	rk	
☐ Anhinga ☐ Bass	L	Coots Cormorant		ambusia erons			tter nakes					
Bream		Egrets		is			urtles					
NATIVE WETLA	ND HABIT	TAT MAINTENA	NCE		Benefic	cial Veg	etation	Noted	i:			
Arrowhead		Bulrush		olden Car			laiad					
☐ Bacopa☐ Blue Flag Iris	H	Chara Cordgrass		ulf Spiker ly	ush		ickerel oft Rus					
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Job Name:	Espla	made					_ Custo				_		
Job Name:	Jesse	Moo	aw		_ Dat	e: 5	-26-	202	<u></u> т	ime:_	8:00	0 -4.	00
					Cus	tomer	Signatu	ire					
SITE IDEN	TIFIC	ATION	1	land.						1 1		1	
Waterway Treatment		6	Ver	lano	1	Preser	VE	1). P.	1	trea	2	
Algae	-					1412							
Submersed Weeds													
Grasses and Brush	V		-11	2	7	1.							
Floating Weeds				0	140	Stic	\$						
Blue Dye													
Restriction (# of days)	1												
Inspection		= = :											
Request for Service													
CLARITY FL	_ow	MET	HOD		C	ARP PR	OGRAM	w	ATER L	EVEL	WEA	ATHER	
	None	Ø A		Bo		Carp o] High			Clear	
☐ 1-2' ☐ 2-4' ☐ > 4'] Slight] Visible		irboat ackpac	∦Tr k	uck L	Barrier	Inspecte	d L			□v	Overcast Vindy Rainy	
ISH and WILDLII	FE OBS	ERVATIO	NS					_					
Alligator	Ę	Catfish			Gallinul			Ospre	У		Woodst	ork	
☐ Anhinga ☐ Bass	E	Coots Cormor	ant		Gambus Herons	sia	占	Otter Snake		님			
Bream] Egrets			Ibis			Turtle	S				
NATIVE WETLAN	ID HABI	TAT MAIN	ITENAN	ICE		Ben	eficial Ve	egetati	on Note	d:			
Arrowhead Bacopa		Bulrush Chara			Golden Gulf Spi		H	Naiad	l relweed		_		
☐ Blue Flag Iris		Cordgras	ss		Cuil Spi Lily	Keiusii		Soft F					
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Lake & Wetland Customer Service Report

Job Name:	CSp	Mana	de			c	ustome	er:				
Technician:_	Jes	se M	orens		Date:_	85-	27-2	020 T	ime:	8:00	- 4:1	00
SITE IDE	NTIFI	CATIO	ON		Custo	ner Sigi	nature_					
Waterway Treatment		W	eflos	nd	frese	vwc	1	J.P.	Area	a 2		
Algae												
Submersed Weeds												
Grasses and Brush	/				6	1						
Floating Weeds					CX	7719	,5					
Blue Dye	2											
Restriction (# of days)												
Inspection						-						
Request for Service	11/2											
	-	-										
CLARITY	FLOW None Slight Visibl		ATV Airboa Backpa		o∕at □ C	P PROGI arp obser arrier Insp	ved	WATER L High Norma Low		☐ Wi		
FISH and WILD	LIFE OB						A 1.		1.50			
☐ Alligator ☐ Anhinga ☐ Bass ☐ Bream		Catt	ots morant		Gallinules Gambusia Herons Ibis		☐ Otto	orey er akes tles		Woodstor	k.	
NATIVE WETLA	AND HAI	BITAT N	AINTEN	ANCE		Benefici	al Veget	ation Note	ed:			
Arrowhead Bacopa Blue Flag Iri	s [Bulru Char Cord			Golden Car Gulf Spiker Lily			iad kerelweed ft Rush				
								Tl	00,			

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Job Name:(Sylan	ade			_ Custon	ner:	9	(100 -	4.07	0
Technician:	Jesse	Moren	ε)	Date:	-28-2	11	me:o	,,,,	7,00	
				Customer	Signatur	e				_
SITE IDENT	IFICAT	TION			1	-11				
Waterway		. 1/	£ ,	()			1			
Treatment	W	el lano	l s	reserve	1	U.H.	Ar.	ea 1	2	
Algae	1111									
Submersed										
Weeds Grasses and	1		++-							-
Brush	V		1				1			
Floating Weeds	1 1		1/4	dries						
314344										
Blue Dye Restriction	+1		++-							-
(# of days)										
Inspection										
Request for Service	1 = 1		1137							
Service										
1.0				~						_
										_
CLARITY FLO	<u>ow</u>	METHOD		CARP PR	OGRAM	WATER LE	EVEL	WEAT	MER	
	None	Ø ATV	☐ Boat			High		Clea		
	Slight Visible	☐ Airboat ☐ Backpa		K ∐ Barrier	Inspected	☐ Normal		☐ Win	ercast dv	
□ > 4'						-		Rair		
FISH and WILDLIF	E OBSER	VATIONS								
Alligator	7.1	Catfish	☐ Ga	allinules		Ospréy		Voodstork		
☐ Anhinga		Coots		ambusia		otter Snakes				_
☐ Bass ☐ Bream		Cormorant Egrets		erons is	_	Furtles				-
			tria.		- 7 T					_
NATIVE WETLANI Arrowhead		T MAINTENA ulrush		Ben olden Canna		getation Note Naiad	d:			
☐ Bacopa		uirusn hara		ulf Spikerush		Pickerelweed	Ц_			
Blue Flag Iris		ordgrass	Li			Soft Rush				_
White Conv - Customer			Diels Co	nny – Office		Thank	91			



Lake & Wetland Customer Service Report

ob Name: Esplanad echnician: Jesse M	oreid	Date:_	5-29-20	70 Times	8'00 - 4	1000
SITE IDENTIFICATION			1 41	ZO Time;_	0.00	W
SITE IDENTIFICATION		Custon	ner Signature	e		
	ON					
Vaterway Treatment	Hand	Preserv	e N.	P. Area	2	
Algae Submersed						
Veeds						
Grasses and Brush						
Floating Veeds	t	fofic5				
Blue Dye						
Restriction # of days)						
nspection						
Request for Service	44-1-1					
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☐ 2-4' ☐ Visible ☐ Visible ☐	Backpack			Low	☐ Windy ☐ Rainy	
					Li rainy	
ISH and WILDLIFE OBSERVA	7.7	-		_		
☐ Alligator ☐ Catf ☐ Anhinga ☐ Cod		☐ Gallinules ☐ Gambusia		sprey	Woodstork	
☐ Bass ☐ Cor	morant	Herons	□ s	nakes		
☐ Bream ☐ Egr	ets	☐ Ibis		urtles		
IATIVE WETLAND HABITAT N	IAINTENANC		Beneficial Veg	etation Noted:		
Arrowhead Bulru		Golden Car		laiad [
☐ Bacopa ☐ Char ☐ Blue Flag Iris ☐ Cord	a grass	☐ Gulf Spiker☐ Lily		Pickerelweed Soft Rush	1	

White Copy - Customer

Pink Copy - Office

Thank You



Lake & Wetland Customer Service Report

Job Name: Technician:_	LSPIG	made				stome			A 1815								
Technician:_	Jesse	Morano		Date:	5-30-	2020		Time:_	8:00	-\$ 4:00							
SITE IDEI	NTIFICA	TION		Custom	er Sign	ature_			T T	1 7 1							
Waterway Treatment		Wetlan	l p	reser v	2	N	P.	Area	2								
Algae Submersed																	
Weeds Grasses and Brush			1														
Floating Weeds			C	×01	CS												
Blue Dye Restriction (# of days)																	
Inspection Request for Service																	
CLARITY	FLOW None Slight Visible	METUÓD ATV Afriboat Backpac	□ Boat ☑ Truc	☐ Ca	PROGR rp observ rier Inspe	red	WATEF ☐ High ☐ Norn ☐ Low	mal	☐ Wi	ear ercast ndy							
ISH and WILD	LIFE OBSE	RVATIONS		-					☐ Ra	шу							
☐ Alligator ☐ Anhinga ☐ Bass ☐ Bream		Catfish Coots Cormorant Egrets	☐ Ga	allinules ambusia erons s		Osp Offe Sna	er akes		Woodstor	k							
NATIVE WETL	AND HABIT	AT MAINTENAN	ICE	- II	Beneficia	al Veget	ation N	oted:									
Arrowhead		Bulrush Chara		olden Canr ulf Spikeru		☐ Nai	ad kerelwe										

White Copy - Customer

Pink Copy - Office

Thank You

MEMORANDUM

TO: Jim Ward

FROM: Timothy Hall

DATE: September 1, 2020

SUBJECT: Payment Request - Aquatic Weed Control Invoice 49342

Please find attached a payment request and backup materials for the above-referenced invoice. I conducted a site visit on July 20, 2020 to confirm the work had been completed (see attached Environmental Consultant Certification).

ACCOUNT INFORMATION

Area Account No. 538614

Area Treated: Northern Preserve Area 1, Year 2

Area Acreage: 322.8 (\$200 per acre)

CURRENT SUBMITTAL

Invoice Number: 49342 Invoice Date: 07/17/2020 Invoice Amount: \$50,000.00

Dates of Service: 06/08/2020 - 07/16/2020

BUDGET

Line Item Budget: \$64,560.00 (Line Item #17 from Contract Bid Schedule)

Previously Billed: \$12,560.00 (on 12/19/2019)

This invoice: \$50,000.00

Budget remaining for Line Item #17 after this invoice: \$0

ATTACHEMENTS

Aquatic Weed Control Invoice 49342 (Exhibit A)

Map of Area - treatment boundary marked in aqua (Exhibit B)

Environmental Consultant Certificate of Payment (Exhibit C)

Contractor's Executed Affidavit (Exhibit D)

Original Bid Schedule from Contract (Exhibit E)

Preserve Management Payment Tracker, highlighting current submittal payment request (Exhibit F)

Aquatic Weed Control – Customer Service Report (field notes) (Exhibit G)



EXHIBIT A

Invoice

Date	Invoice #
7/17/2020	49342

Phone: 407-859-2020 Fax: 407-859-3275

Bill To

Flow Way CDD c/o JP Ward & Assoc., LLC Attn: James P. Ward, Dist. Mgr. 2900 Northeast 12th Terrace, Ste. 1 Oakland Park, FL 33334

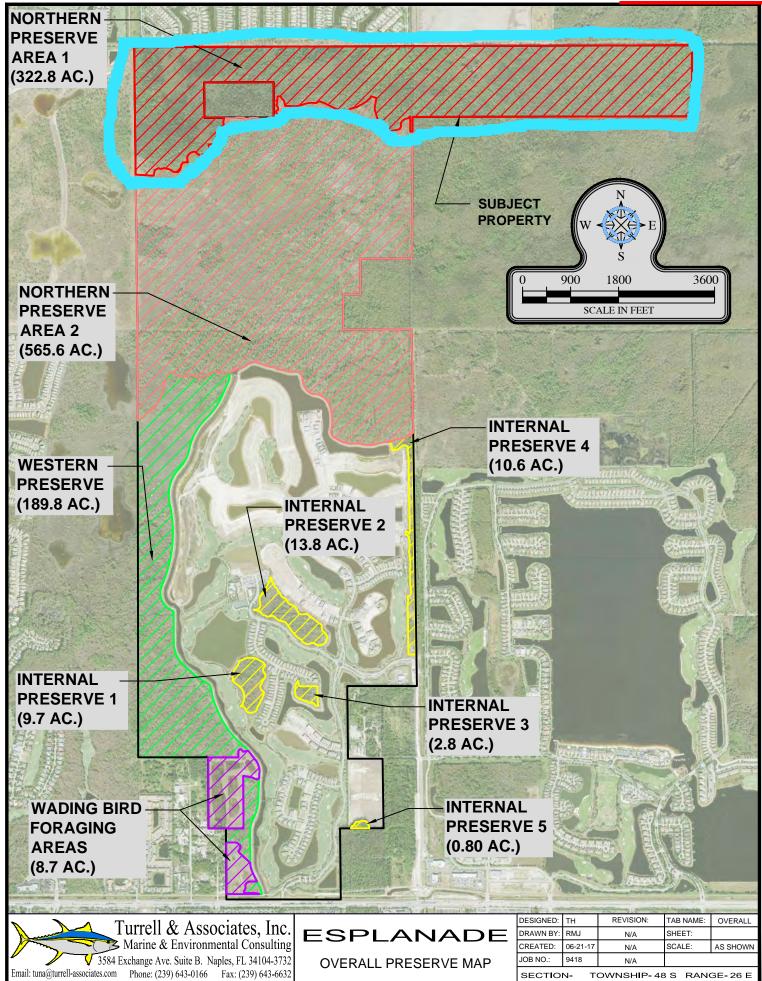
Customer P.O. No.	Payment Terms	Due Date
	Net 45	8/31/2020

Description	Amount
Wetland Service for the Northern Preserve Area 1 - Yr 2 - 322.8 ACRES	50,000.00
ACCOUNT #5384614 Northern Preserve Area 1 Year 2	
Approved based on July 20 site visit.	

Thank you for your business.

Total	\$50,000.00
Payments/Credits	\$0.00
Balance Due	\$50,000.00







ENVIRONMENTAL CONSULTANT'S CERTIFICATE FOR PAYMENT

This Certificate of Payment is made in connection with that certain Invoice #49342 from Aquatic Weed Control, Inc., a Florida corporation ("Contractor") for work performed by Contractor through July 16, 2020 (the "Work") in connection with that certain Preserve Maintenance Agreement dated July 25, 2018 ("Agreement") between Contractor and Flow Way Community Development District (the "District"). In accordance with the Agreement, based upon on-site observations and the data comprising the Invoice from Contractor, the undersigned certifies to District that, to the best of the undersigned's knowledge, information and belief, the Work has progressed as indicated and the Work set forth in the Invoice is complete, the quality of the Work is in substantial conformance with the Agreement, and Contractor is entitled to payment in the amount of \$50,000.00.

TURRELL, HALL & ASSOCIATES, INC.,

a Florida corporation

Print Name: Timothy Hall

Dated: July 20, 2020

Title: Vice President



CONTRACTOR'S PAYMENT AFFIDAVIT

STATE OF FLORIDA

COU	NTY OF Lee
who,	Before me, the undersigned authority, personally appeared <u>Les Stephens</u> (" <u>Affiant</u> "), after being first duly sworn, deposes and says of his or her personal knowledge the following:
1. which	Affiant is the West Coast Manager, of Aquatic Weed Control, Inc., a Florida corporation, a does business in the State of Florida (the "Contractor").
to be	Contractor, pursuant to that certain Preserve Maintenance Agreement dated September 18, 2018 reement") with Flow Way Community Development District (the " <u>District</u> "), has furnished or caused furnished labor, material and services for the maintenance of preserves owned by the District, as more cularly described in the Agreement which is incorporated herein by reference.
pursu	This Affidavit is executed by the Contractor for the purpose of obtaining a payment from the ict in the amount of \$50,000.00 (Northern Preserve Area 1- year 2) and to the invoice attached hereto and made a part hereof as Exhibit "B" (the "Invoice"). The Invoice work of the Contractor through July 17 , 2020 .
conta any l throu	All work to be performed under the Agreement for which application for payment has been made been fully performed and completed by Contractor in accordance with the plans and specifications sined in the Agreement. In consideration of payment of the Invoice by the District, Contractor releases ien and/or right to claim a lien to the extent of the payment for labor, services, or materials furnished 19th the date of the Invoice. All subcontractors, suppliers or materialmen working by or through 19th through the date of the Invoice.
5.	Affiant with full knowledge and understanding that this Affidavit is made to induce the District to

Under penaltics of perjury, the undersigned Affiant declares that he has examined this Affidavit and the facts herein are true, correct and complete.

resulting from their reliance on the matters set forth in this Affidavit.

pay the Invoice based upon the representations and warranties set forth herein. Affiant, individually and on behalf of the Contractor agrees to indemnify the District and hold it harmless from any loss or damage



Flow Way Community Development District
Preserve Maintenance Bid Specifications
June 2018

	E	XHIBIT	"B" Maintenance	Rid Schedule	
<u></u>	Flow Way CDD Preserv	e Areas	nt Viaintenance	Jun-18	THA #: 9418
Bio	Spread Sheet - Esplanade Exotic Plant I	r		Unit Cost	Total Cost
Item	Description	Unit	Qty	175	1522.50
	Wading Bird Foraging Areas - Year I	LS	1	175	1522.50
	Wading Bird Foraging Areas - Year 2	LS	1	ITS	1522.50
3	Wading Bird Foraging Areas - Year 3	LS	1	175	1522.50
4	Wading Bird Foraging Areas - Year 4	LS	1	175	1522.50
5	Wading Bird Foraging Areas - Year 5	LS	11	175	10597.50
6	Internal Preserves - Year 1	LS	1	175	6597.50
7	Internal Preserves - Year 2	LS_	1	175	10597.50
8	Internal Preserves - Year 3	LS	1	175	6597.50
9	Internal Preserves - Year 4	LS	11		(.597.50
10	Internal Preserves - Year 5	LS	1	175	37,960.00
11	Western Preserve - Year 1	LS	1	200	33,215.00
12	Western Preserve - Year 2	LS	1	175	33,215.00
13	Western Preserve - Year 3	LS	1	175	33,215.00
14	Western Preserve - Year 4	LS	1	175	28,470.00
15	Western Preserve - Year 5	LS	1	150	104.560.00
16	Northern Preserve Area 1 - Year 1	LS	1	200	1
17	Northern Preserve Area 1 - Year 2	LS	1	200	64,560.00
18	Northern Preserve Area 2 - Year 1	LS	1	200	113,120.00
	Northern Preserve Area 2 - Year 2	LS	1	200	113,120.00
19	Northern Preserve Area I & 2 - Year 3	LS	11	175	155,470.00
20	Northern Preserve Area 1 & 2 - Year 4	LS	11	150	133,260-00
21	Northern Preserve Area 1 & 2 - Year 5	· LS	1	150	133,260.00
22				TOTAL COST	984,025.00
	WRITTEN COST S	NINE	HUNDRED E	IGHTY FOUR	THOUSAND TWEN
	Available Start Date and Lea	ngth of Tir	ue for Completion	1/7/2019	5 yrs
ID NOTES:					
		OPTI	ONS		
POPA NO	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
ITEM NO.	N/A	AC_	1124.6	1875	\$984,025.
A		7205	ED DN	5 YEARS	
	any Signature Control Control			5 YEARS	

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				Flow Way CDD	Preserve Areas	Maintenance Sch	nedule		
Item	Description	Unit Cost	Total Cost	Invoice Date	Invoice Number	Invoice Amount	Payment Approval Date	Notes	Account #
1	Wading Bird Foraging Areas - Year 1	175	1,522.50	5/24/2019	36183	1,522.50	6/2/2019		5384611
2	Wading Bird Foraging Areas - Year 2	175	1,522.50	3/16/2020	45573	1,522.50	3/19/2020		5384611
3	Wading Bird Foraging Areas - Year 3	175	1,522.50						5384611
4	Wading Bird Foraging Areas - Year 4	175	1,522.50						5384611
5	Wading Bird Foraging Areas - Year 5	175	1,522.50						5384611
6	Internal Preserves - Year 1	175	6,597.50	3/29/2019	34411	6,597.50	4/1/2019	pay in full	5384612
7	Internal Preserves - Year 2	175	6,597.50	3/19/2020	45602	6,597.50	3/23/2020		5384612
8	Internal Preserves - Year 3	175	6,597.50						5384612
9	Internal Preserves - Year 4	175	6,597.50						5384612
10	Internal Preserves - Year 5	175	6,597.50						5384612
11	Western Preserve - Year 1	200	37,960.00	1/31/2019	33387	37,960.00	4/1/2019	Hold 10% until south area completed	5384613
۸۸	۸۸	۸۸	۸۸	5/24/2019	33387	3,796.00	6/2/2019	10% balance now approved for payment (Inv 33387 dated 5/24/19 for \$3,796.00)	5384613
12	Western Preserve - Year 2	175	33,215.00	3/11/2020	45541	33,215.00	3/19/2020		5384613
13	Western Preserve - Year 3	175	33,215.00						5384613
14	Western Preserve - Year 4	175	33,215.00						5384613
15	Western Preserve - Year 5	150	28,470.00						5384613
16	Northern Preserve Area 1 - Year 1	200	64,560.00	3/29/2019	34410	64,560.00	4/1/2019	pay in full	5384614
17	Northern Preserve Area 1 - Year 2	200	64,560.00	12/13/2019	42730	14,560.00	12/19/2019	Exotic Grass Spraying, completed 12/13/19 (balance remaining: \$50,000)	5384614
۸۸	^^	۸۸	^^	7/17/2020	49342	50,000.00	7/20/2020	Remaining balance now approved for payment.	5384614
18	Northern Preserve Area 2 - Year 1	200	113,120.00	5/31/2019	36933	28,280.00	6/2/2019	1/4 of total acreage	5384615
۸۸	۸۸	۸۸	^^	6/11/2019	36998	28,280.00	6/25/2019	1/4 of total acreage	5384615
۸۸	^^	۸۸	^^	6/18/2019	37040	28,280.00	6/25/2019	1/4 of total acreage	5384615
۸۸	^^	۸۸	^^	6/27/2019	37079	28,280.00	7/2/2019	1/4 of total acreage	5384615
19	Northern Preserve Area 2 - Year 2	200	113,120.00	5/30/2020	48268	113,120.00	6/17/2020		5384615
20	Northern Preserve Area 1 & 2 - Year 3	175	155,470.00						??
21	Northern Preserve Area 1 & 2 - Year 4	150	133,260.00						??
22	Northern Preserve Area 1 & 2 - Year 5	150	133,260.00						??

Terms: Net 45

^{*}Northern Preserve Area 2 is account #5384615 as of 8/8/19 according to email from Lisa Singer.

EXHIBIT G



AQUATIC WEED CONTROL, Inc. Orlando - Ft. Myers - Tampa - Daytona Beach 800-543-6694

Job Name:	Esplan	de				Suston	ner:				
Job Name:	esse	Moveno		Date:_	6-8	- 20	20	_ Time:	8:00	-4:	00
					ner Sig						
SITE IDENT	IFICATI	ON									
Waterway Treatment		4	vette	and	Pro	eserv	ie				
Algae											
Submersed Weeds											
Grasses and Brush			1	- 1							+
Floating Weeds		/	Cr	Of.	103						
Blue Dye Restriction (# of days)											
Inspection											
Request for Service							-				1
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FISH and WILDLIFE											
☐ Alligator ☐ Anhinga ☐ Bass ☐ Bream	☐ Cod	ots morant	∐ Ga	allinules ambusia erons is		Sr	spréy Iter nakes urtles		Woodstork		_
NATIVE WETLAND	HABITAT N	IAINTENAN	ICE		Benefici	al Vene	tation N	oted:			
Arrowhead Bacopa Blue Flag Iris	☐ Bulru	sh	☐ Go	olden Can ulf Spikeru	na	☐ N	aiad ickerelwe oft Rush				
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Lake & Wetland Customer Service Report

Job Name:	Esp	lanide				Custo	mer:				
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				Custo	mer S	ignatuı	re				
SITE IDENT	IFICA	TION	1					1			1
Waterway Treatment		4	retlan	d	Pre	eserve					
Algae											
Submersed Weeds					1,						
Grasses and Brush	V		1	X	tio	5					
Floating Weeds											
Blue Dye	N			13							
Restriction (# of days)											
Inspection	1-1										
Request for Service											
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FISH and WILDLIF	E OBSER	VATIONS									
☐ Alligator ☐ Anhinga ☐ Bass ☐ Bream		Catfish Coots Cormorant Egrets	☐ Ga	allinules ambusia erons is			Osprey Otter Snakes Turtles		Woodsto	ork	
NATIVE WETLAND	HABITA	T MAINTENA	NCE		Bene	ficial Ve	getation	Noted:		-	
Arrowhead Bacopa Blue Flag Iris	В	ulrush hara ordgrass	☐ G	olden Ca ulf Spike ly	anna		Naiad Pickerel Soft Rus	weed]		
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	esse.	More	e ter	Da	ate: 6	40-	2020)	Time	:	800	- 4	1:00
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Algae													
Submersed Weeds		-											
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Floating Weeds				4	XO	110	3						
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Restriction (# of days)													
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	Slight Visible	☐ Airb		Truck	☐ Barrie	er Insped	cted	☐ Nor			☐ Wir		
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FISH and WILDLIF Alligator Anhinga Bass Bream	HABITA	Catfish Coots Cormoran Egrets	t [Gamb Heror Ibis Golde	ousia ns	eneficial	☐ Otte ☐ Sna ☐ Turt ☐ Vegeta ☐ Nai	er ikes tles ation N	oted:		Voodstorl	k	



SITE IDENTIFIC Waterway Treatment Algae Submersed Weeds Grasses and Brush Floating Weeds Blue Dye Restriction			Reser 1	nature	_ Time:_			
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Algae Submersed Weeds Grasses and Brush Floating Weeds Blue Dye Restriction	lue	Fland	Preser	Je .				
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nspection Request for Service								
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ISH and WILDLIFE OBS	ERVATIONS							
Alligator [Anhinga [Bass [Bream [Catfish Coots Cormorant Egrets	Gallini Gamb Heron Ibis	usia	Osprey Otter Snakes Turtles		Woodst 	ork	
NATIVE WETLAND HABI	TAT MAINTENAL	NCE	Benefic	ial Vegetation	Noted:			
Arrowhead Bacopa Blue Flag Iris	Bulrush Chara Cordgrass		n Canna pikerush	☐ Naiad ☐ Pickerel ☐ Soft Rus				



Job Name:	CSP	lanas	le					Custo	mer:_					_
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Algae Submersed Weeds														
Grasses and Brush	V				1			1						
Floating Weeds					10	K	01	ics						
Blue Dye Restriction (# of days)														
Inspection														
Request for Service													-1/1	
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Arrowhead Bacopa Blue Flag Iris		Char	a		Gulf				Pickere					
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Lake & Wetland Customer Service Report

Job Name:	Csp	lancole		-		Custon	ner:				
echnician:	lesse	Moreno	+Crew	Date:_	6-	-15-2	020	Time:	8:00	-	4:00
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Algae											
Submersed Weeds		+									
Grasses and Brush			1		1	20					
Floating Weeds			C	XO	7-1	40					
Blue Dye Restriction (# of days)											
Inspection											
Request for Service											
	None	METHÓD ATV	□ Boa	t 🗆 c	arp obs	OGRAM served	☐ Hig	R LEVEL	. <u>w</u>	EATHE	
	Slight Visible	☐ Airboat ☐ Backpad		CK L B	arrier ii	ispected	Lov			Overo Windy Rainy	1
FISH and WILDLIF	E OBSE	RVATIONS									
☐ Alligator ☐ Anhinga ☐ Bass ☐ Bream		Catfish Coots Cormorant Egrets		Sallinules Sambusia Jerons Sis			sprey offer snakes curtles		Wood	stork	
□ bream		Egreis	U "	715			uriles				
NATIVE WETLAND				Valdan Ca		ficial Veg		loted:	7		
Arrowhead Bacopa Blue Flag Iris		Bulrush Chara Cordgrass		Golden Ca Gulf Spiker ily		□ F	Naiad Pickerelw Soft Rush]		
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Technician:	Jessi	- A	lore	no		Date:	6	-/6	202	ō_ T	ime:8	:00	-4:0	OO
SITE IDEN								Signatu						
Waterway Treatment				W	etla	nd l	Pr	eserv	č					
Algae Submersed Weeds			+									+		+
Grasses and Brush	V		7			1		1.						
Floating Weeds			1			0	XO	110-						
Blue Dye		1												
Restriction (# of days)														
Inspection														
Request for Service														
□ < l' □ □ 1–2' □	LOW None Slight Visible		METH AT' Airl Bac	1	□ Be⁄al		Carp of	OGRAN oserved nspecte		ATER I High Norma Low			Clear Overd Windy Rainy	cast
	FE OB			3		allinules			Ospré	N/	Г] Woo	datask	
FISH and WILDL			fish		HG	annules	1		Otter	y	F	7 4400	USTOIK	
FISH and WILDL Alligator Anhinga Bass Bream		Cor	ots rmorar rets	nt	□н	erons		2	Snake		Ī			
Alligator Anhinga Bass		Cor	rmorar		H	erons		eficial V	Snake Turtle	s	ed:			



Job Name:	Esp	lanade			Cu	stom	er:					_
Technician:	esse	Moreno	D	ate:_	6-17	-202	65	_ Time:	8	:00-	4:00)
			c	Custon	ner Sign	ature						
SITE IDENT	IFIC/	ATION	T - T - F									
Waterway Treatment			weth	nd	Pres	erv	re					
Algae												
Submersed Weeds												I
Grasses and Brush	V			r		/						
Floating Weeds				6	×07	108						
Blue Dye								1-4-				
Restriction (# of days)												
Inspection												
Request for Service												
<	OW None Slight Visible	METHOD ATV Airboat Backpac	☐ Boat ☐ Truck	□ C	P PROGR arp observ arrier Inspe	ed	Hig	ormal	L	WEATH Clea Over Wind	r rcast dy	
ISH and WILDLIF												
☐ Alligator☐ Anhinga		Catfish Coots	☐ Galli	inules ibusia			sprey	1 8	∐ Wo	odstork		
Bass Bream		Cormorant Egrets	☐ Hero	ons			nakes urties					
NATIVE WETLANI	D HABIT	AT MAINTENA	NCE		Beneficia	al Vege	etation	Noted:	_			
Arrowhead Bacopa Blue Flag Iris		Bulrush Chara Cordgrass	-	den Car Spiker		□ P	laiad lickerelw oft Rush					
☐ Blue Flag Iris White Copy – Customer		Cordgrass	Lily Pink Copy	– Office		∐ S		hank V	lou			



Job Name:	Esplan	ade			c	ustom	er:				
lob Name:	Jesse L	loreno		Date:_	6-1	8-20	20	Time:_	8:0	0-4	00
SITE IDENT	IFICAT	ION		Custon	ner Sig	nature					
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Job Name:	Esplo	inade		Custom	ier:		
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Job Name:	Esplanade				Custon	ner:			
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Job Name:	Esplanade		Customer:_		
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	E	Bulru Chara			F	Gulf S	nikar			Dickor	popula					

Cathy - ok to pay add gl account under general counsel - called - Special Counsel - Preserves



821 Fifth Ave. South Naples, FL 34102 Telephone: (239) 261-9300 Facsimile: (239) 261-9782

Federal Employer Identification Number: 65-0448546

Flow Way Community Development District Via Email: jimward@jpwardassociates.com August 14, 2019

Invoice #:

128084

Client #: Matter #: 13456

For professional services rendered through August 1, 2019 Re: Flow Way CDD / Taylor Morrison Esplanade Naples

Date	Description of Service	Tkpr	Hours	Amount
5/23/19	Email from G. Urbancic.	CCB	.10	35.00
5/29/19	Emails to/from J. Ward.	CCB	.10	35.00
6/12/19	Begin review of documents provided by G. Urbancic and J. Ward.	CCB	1.10	385.00
6/14/19	Continue review of documents on preserve issue.	CCB	1.20	420.00
6/17/19	Continue review of documents provided by J. Ward and G. Urbancic; telephone conference with J. Ward; Investigate and review recorded conservation easements and PUD ordinances; telephone conference with G. Urbancic; Email to/from S. Walker; telephone conference with S. Walker.	CCB	3.90	1,365.00
6/18/19	Email from/to S. Walker; Emails from/to J. Ward; Review Developer/Conservation Group settlement agreement; telephone conference with T. Hall; telephone conference with J. Ward.	CCB	1.40	490.00
6/19/19	Email from J. Ward; telephone conference with J. Ward.	CCB	40	140.00
6/20/19	Telephone conference with S. Walker.	CCB	.30	105.00
6/21/19	Telephone conference with R. Miller and J. Ward; Review SFWMD permit.	CCB	1.80	630.00
6/27/19	Begin drafting opinion letter.	ССВ	1.10	385.00
6/28/19	Continue work on opinion letter.	CCB	.90	315.00
7/10/19	Continue work on opinion letter; Emails from S. Devito, T. Kleck and J. Ward.	CCB	4.20	1,470.00
7/11/19	Continue work on opinion letter.	CCB	1.00	350.00
7/16/19	Complete first draft of opinion letter; Email to/from G. Urbancic.	CCB	3.10	1,085.00
7/17/19	Telephone conference with G. Urbancic; Revise opinion letter.	ССВ	.70	245.00
7/18/19	Final revisions to opinion letter; Attend CDD Board meeting; Email to J. Ward and G. Urbancic.	CCB	1.60	560.00
7/22/19	Emails from J. Ward (7/20); Emails to/from J. Ward.	ССВ	.30	105.00

TOTAL PROFESSIONAL SERVICES

\$ 8,120.00

TOTAL TIME AND DISBURSEMENTS THIS INVOICE

\$ 8,120.00

Coleman, Yovanovich & Koester, P.A. Northern Trust Bank Building 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103-3556 Telephone: (239) 435-3535 Fax: (239) 435-1218

Flow Way CDD c/o Jim Ward

2041 NE 6th Terrace

Wilton Manors FL 33305

Page: 1 June 30, 2014 File No: 5539-001M

Statement No:

Gen Rep

received 08 21 2014

	Previous Balance	\$178.75
	<u>Fees</u>	
06/10/2014 GLU	Review agenda and prepare for Board of Supervisors meeting; Attendance at Board of Supervisors meeting	206.25
06/23/2014 GLU	Review email correspondence from Jim Ward regarding HOA maintenance agreement; Draft revisions to same.	275.00
06/25/2014 GLU	Exchange multiple email correspondence with Jim Ward and John Asher regarding HOA maintenance agreement.	55.00
06/26/2014 GLU	Exchange multiple email correspondence with John Asher and Jim Ward regarding questions regarding preserve tracts and prior requisitions; review files on same. Professional Fees through 06/30/2014	82.50 618.75
	Total Current Work	618.75
	<u>Payments</u>	
	Total Payments Through 08/20/2014	-178.75
	Balance Due	\$618.75

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556

Telephone: (239) 435-3535 Fax: (239) 435-1218

rec 03 22 2018

Page: 1

81.25

5539-001M

February 28, 2018

File No:

Statement No:

Flow Way CDD c/o Jim Ward

2900 Northeast 12th Terrace

Suite 1

Oakland Park FL 33334

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com

Previous Balance \$260.00

Fees

02/07/2018 GLU Telephone conference with Drew Miller on conveyance of preserves

Professional Fees through 02/28/2018 81.25

Total Current Work 81.25

Payments

Total Payments Through 03/22/2018 -260.00

Balance Due \$81.25

Coleman, Yovanovich & Koester, P.A. Northern Trust Bank Building

4001 Tamiami Trail North, Suite 300 Naples, Florida 34103-3556

Telephone: (239) 435-3535 Fax: (239) 435-1218

Page: 1

\$81.25

601.25

-81.25

Flow Way CDD c/o Jim Ward

2900 Northeast 12th Terrace

Previous Balance

Total Current Work

Suite 1

Oakland Park FL 33334

April 30, 2018 File No: 5539-001M

Statement No:

rec 05 16 2018

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com

		<u>Fees</u>	
03/20/2018	GLU	Telephone conference with Jim Ward on preserve and upcoming budget	65.00
04/23/2018	GLU	Review multiple email correspondence regarding the transfer of preserves; Commence review of documentation relating to the same; Conference call regarding preserve transfer	260.00
	GLU	Review email correspondence from Jim Ward on Flow Way election process	32.50
04/30/2018	GLU	Conference call regarding assessment levy and the allocations of assessments and other pending matters; Review follow-up emails on call matters	243.75
		Professional Fees through 04/30/2018	601.25
4			

Payments

Total Payments Through 05/16/2018

\$601.25 **Balance Due**

Coleman, Yovanovich & Koester, P.A. Northern Trust Bank Building 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103-3556

Telephone: (239) 435-3535 Fax: (239) 435-1218

rec 06 28 2018

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May 31, 2018

File No: 5539-001M

Statement No: 4

Flow Way CDD c/o Jim Ward 2900 Northeast 12th Terrace Suite 1

Oakland Park FL 33334

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com

		Previous Balance	\$601.25				
<u>Fees</u>							
05/04/2018	GLU	Review and respond to email correspondence from Jim Ward on Terrell Hall services; research issues relating to same	162.50				
05/08/2018	GLU	Telephone conference with Jim Ward on Board meeting matters	81.25				
05/09/2018	GLU	Telephone conference with Jackie Larocque on project completion; Draft email correspondence to Jackie Larocque on same; Review email correspondence from Jim Ward on project completion	130.00				
05/11/2018	GLU	Conference call regarding preserves and other projects	162.50				
05/15/2018	AMK GLU GLU GLU GLU	Review transfer of preserve materials and draft conveyance documents. Work on preserve conveyance issues and documents relating to same Review agenda and prepare for Board of Supervisors meeting Attendance at Board of Supervisors meeting Review and respond to email correspondence from Jackie Larocque regarding completion resolutions; Review files on same.	150.00 81.25 81.25 243.75				
05/18/2018	GLU	Review and respond to email correspondence from Jackie Larocque on completion of projects; Conference call regarding pending matters	65.00				
05/21/2018	GLU	Telephone conference with Jacki Larocque on completion matters; Review questions relating to same	130.00				
05/28/2018	GLU	Review email correspondence from Waldrop on final engineering certificate; Commence work on completion resolution	65.00				
05/29/2018	GLU	Finalize completion resolution; Draft email correspondence to Jim Ward on same.	406.25				
05/30/2018	GLU	Review email correspondence from Jackie Larocque regarding completion certificates; Review email correspondence from Jim Ward on same.	65.00				

rec 08 23 2018

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Page: 1

July 31, 2018

File No:

5539-001M

Statement No:

Flow Way CDD c/o Jim Ward 2900 Northeast 12th Terrace Suite 1 Oakland Park FL 33334

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com

		Previous Balance	\$2,587.50				
<u>Fees</u>							
06/01/2018	GLU	Conference call regarding pending matters including bonds, boundary amendment, etc.	162.50				
06/05/2018	GLU	Review and respond to email correspondence from Elden McDermitt regarding Flow way audit response update	32.50				
06/08/2018	AMK GLU	· · · · · · · · · · · · · · · · · · ·	75.00				
		correspondence to Jackie Larocque on preserve tract issues on conveyance	162.50				
	GLU	Review multiple email correspondence from Jim Ward regarding audit and past records; Telephone conference with Jackie Larocque regarding prior utility conveyances;	81.25				
06/11/2018	GLU	Review multiple email correspondence from Jim Ward utility conveyances; Review and respond to email correspondence from Jackie Larocque and Jim Ward on completion certificates	65.00				
06/12/2018	GLU	Review email correspondence from Jackie Larocque on utility turnover documents	32.50				
06/13/2018	GLU	Review multiple email correspondence relating to existing units, allocations, etc.	65.00				
06/20/2018	GLU	preserve maintenance and Turrell, Hall & Associates, Inc.; Review Turrell, Hall proposal; Draft Agreement for environmental field management; Draft email					
		correspondence to Jim Ward on draft; Review email correspondence from Jim Ward on same.	650.00				
	GLU	Review email correspondence from Jim Ward on assessment notice; Commence revisions to same	243.75				
06/21/2018	GLU	Finalize comment on assessment notice; Draft email correspondence to Jim Ward on same.	162.50				
		104					

Flow Way CDD

Page: 2 July 31, 2018 File No: 5539-001M

File No: 5539-001M Statement No: 46

Gen Rep

06/22/2018	GLU	Review and respond to email correspondence from Jim Ward on qualification for election	32.50
06/25/2018	GLU	Review multiple email correspondence regarding allocation of units; Telephone conference with Jim Ward regarding units and potential district expansion; Review email correspondence from Tim Hall on services contract	162.50
06/26/2018	AMK	Review boundary amendment resolution documents.	50.00
06/28/2018	AMK	Draft boundary amendment documents.	350.00
07/02/2018	GLU	Review and respond to email correspondence from Jim Ward regarding transfer of preserve areas; Telephone conference with Jim Ward on same; Review files and notes on the same; Exchange multiple email correspondence with Jim Ward and Jeremy Fireline on preserve transfers; Review exhibits and back-up information; Exchange email correspondence with Jackie Larocque regarding parcels included; Exchange email correspondence with title examiner; Review, revise and finalize draft documents; Review and respond to email correspondence from Jim Ward with draft documents and need for closeout certificate; Draft resolution accepting conveyances; Draft engineer's letter relating to conveyances; Review email correspondence from Jim Ward on permits; Draft email correspondence to Jim Ward and Jeremy Firelin on resolutions and engineer's letter Telephone conference with Jim Ward regarding qualification and resolutions for	1,300.00
		meeting	32.50
07/03/2018	GLU	Review and respond to email correspondence from Jim Ward regarding permit conversion; Exchange multiple email correspondence with Jim Ward and Jeremy Fireline; Telephone conference with Jim Ward	130.00
07/12/2018	GLU	Receive and initial review of title reports	65.00
		Professional Fees through 07/31/2018	3,855.00
		<u>Advances</u>	
07/05/2018		Client Advance for Preserve transfer title search - Invoice No. 18064669 Total Advances	$\frac{75.00}{75.00}$
		Total Current Work	3,930.00
		<u>Payments</u>	
		Total Payments Through 08/22/2018	-2,587.50
		Balance Due	\$3,930.00

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
Telephone: (239) 435-3535
Fax: (239) 435-1218

rec 09 26 2018

Page: 1 August 31, 2018

File No: 5539-001M

Statement No: 4

Flow Way CDD c/o Jim Ward 2900 Northeast 12th Terrace Suite 1 Oakland Park FL 33334

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com

		Previous Balance	\$3,930.00				
<u>Fees</u>							
07/12/2018	AMK	Review title work in connection with preserve transfer. Review deeds to ensure compliance with requirements. Begin drafting documents on preserve transfers.	250.00				
07/16/2018	AMK	Continue work on preserve transfer documents	156.25				
08/06/2018	AMK GLU	Initial work on resolution re: preserve transfer. Review and respond to email correspondence from Jeremy Fireline regarding preserve transfer; Follow-up regarding the same; Review title search; Review	100.00				
		current documentation	227.50				
08/09/2018	GLU	Review email correspondence from Tim Hall, Jeremy Fireline, and Jim Ward on preserve bidding issues; Review memo and bid breakdown; Research and review same; Draft email correspondence responding to questions	325.00				
08/10/2018	GLU	Conference call with Jim Ward, Jeremy Fireline, and Tim Hall on bidding matters; Review bidding documents; Review memo and comment on same; Telephone conference with Jim Ward; Telephone call to Tim Hall	487.50				
08/12/2018	GLU	Finalize and compile documents for preserve tract conveyances; Draft email correspondence to Jim Ward on same.	243.75				
08/19/2018	GLU	Review agenda and prepare for Board of Supervisors meeting	162.50				
08/20/2018	GLU	Attendance at Board of Supervisors meeting	487.50				
08/27/2018	GLU	Exchange multiple email correspondence with Jim Ward on preserve and other agenda items; Exchange multiple email correspondence with Jackie Larocque; Review and comment on proposed preserve summary; Correspondence with Tim Hall on preserve bids	243.75				
08/28/2018	GLU	Review and respond to email correspondence from Jackie Larocque on valuation relating to preserves; update preserve transfer documents; Draft email					

Flow Way CDD

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Gen Rep

	correspondence to Jim Ward on preserve transfer docs; Draft email correspondence to Drew Miller on documents; Review and respond to email correspondence from Jeremy Fireline; Review and respond to email correspondence from Jim Ward on resident questions relating to preserve tracts	325.00
08/30/2018 GLU	Telephone conference with Jim Ward on board matters	81.25
08/31/2018 GLU	Conference call regarding Flow Way preserve matters; Review email correspondence from Jim Ward Professional Fees through 08/31/2018 Total Current Work	$\frac{130.00}{3,220.00}$ 3,220.00
	Payments	3,220.00
	Total Payments Through 09/25/2018	-3,930.00
	Balance Due	\$3,220.00

rec 10 31 2018

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Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556
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Page: 1 September 30, 2018 File No: 5539-001M

\$1,153.75

Statement No: 4

Flow Way CDD c/o Jim Ward 2900 Northeast 12th Terrace Suite 1 Oakland Park FL 33334

Balance Due

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com

		Previous Balance	\$3,220.00
		<u>Fees</u>	
09/03/2018	GLU	Review email correspondence from Tim Hall and brief review of bid specification documents for the agenda; Review email correspondence from Jim Ward on developer contribution summary; Review summary; Brief review of prior methodologies regarding contributions; Review and respond to email correspondence from Jim Ward on Turrell Hall agreement; Review and draft	205.22
		updates to same	325.00
09/04/2018	GLU	Review multiple email correspondence from Jim Ward and Tim Hall regarding preserve field management contract; Review email correspondence from Jeremy Fireline regarding preserve contribution summary; Review same; Review and respond to email correspondence from Jim Ward on utility conveyance resolution	97.50
09/18/2018	GLU	Telephone conference with Jim Ward on meeting matters; Review agenda for Board of Supervisors meeting; Update documents and prepare documents for	
	GLU	meeting; Exchange email correspondence with Jim Ward on updated drafts Attendance at Board of Supervisors meeting	406.25 325.00
		Professional Fees through 09/30/2018	1,153.75
		Total Current Work	1,153.75
		<u>Payments</u>	
		Total Payments Through 10/30/2018	-3,220.00

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File No: 5539-001M

Statement No:

Flow Way CDD c/o Jim Ward

2900 Northeast 12th Terrace

Suite 1

Oakland Park FL 33334

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com

		Previous Balance	\$1,397.52
		<u>Fees</u>	
02/04/2019	GLU	Review email correspondence from Tim Hall on unauthorized access to preserve	65.00
02/06/2019	GLU GLU	Review agenda and prepare for Board of Supervisors meeting; Telephone conference with Jim Ward on meeting Attendance at Board of Supervisors meeting	162.50 325.00
02/14/2019	GLU	Review email correspondence from Jackie Larocque on utility dedication for upcoming requisition; Review exhibits; Telephone conference with Jackie Larocque	195.00
02/20/2019	GLU	Telephone conference with Jim Ward on Flow Way preserves; Follow-up email on same	65.00
02/21/2019	GLU	Review email correspondence from Jim Ward on resident questions on ownership	65.00
03/12/2019	GLU	Review email correspondence from Jackie Larocque and Jim Ward; Review proposed exhibit from Jackie Larocque; Telephone conference with Jackie Larocque; Follow-up on ownership documents; Draft email correspondence to Jackie Larocque on ownership map; Telephone conference with Jim Ward	325.00
03/13/2019	GLU	Multiple telephone conferences with Jackie Larocque on ownership map; Review email correspondence from Jackie Larocque on same; Review email correspondence from Jim Ward.	243.75
03/14/2019	AMK GLU	project. Telephone conference with Jim Ward on ownership matters; Review email correspondence and exhibit from Jackie Larocque on ownership; Exchange email correspondence with Jackie Larocque; Telephone conference with Jackie	25.00
		Larocque; Review email correspondence from Jim Ward on Board matters; Telephone conference with Jim Ward on Flow Way board matters 109	325.00

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rec 05 07 2019

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May 07, 2019 5539-001M File No:

Statement No: 53

Flow Way CDD c/o Jim Ward 2900 Northeast 12th Terrace Suite 1 Oakland Park FL 33334

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com and CathyRiley@JPWardAssociates.com

		Previous Balance	\$2,527.90
		<u>Fees</u>	
04/15/2019	GLU	Telephone conference with Jim Ward on Flow Way Board matters; Review multiple email correspondence from Jim Ward on preserve issues.	81.25
04/16/2019	GLU	Review agenda and prepare for Board of Supervisors meeting; Review documents from Jim Ward on preserve; Attendance at Board of Supervisors meeting	731.25
04/17/2019	GLU	Telephone conference with Jackie Larocque on Board matters	81.25
04/18/2019	GLU	Review and respond to email correspondence from Jim Ward regarding Board member questions	65.00
04/23/2019	GLU	Telephone conference with Jim Ward regarding Board matters; Review same. Professional Fees through 05/07/2019	$\frac{243.75}{1,202.50}$
		Total Current Work	1,202.50
		<u>Payments</u>	
		Total Payments Through 05/07/2019	-2,527.90
		Balance Due	\$1,202.50

rec 07 23 2019

Coleman, Yovanovich & Koester, P.A. Northern Trust Bank Building 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103-3556 Telephone: (239) 435-3535

Fax: (239) 435-1218

Flow Way CDD c/o Jim Ward 2900 Northeast 12th Terrace Suite 1 Oakland Park FL 33334 Page: 1 July 22, 2019 File No: 5539-001M

-2,486.25

Statement No: 55

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com and CathyRiley@JPWardAssociates.com

Total Payments Through 07/22/2019

		Previous Balance	\$2,486.25
		<u>Fees</u>	
06/05/2019	GLU	Telephone conference with John Asher of GL Homes on vacation of easement; Review email correspondence from John Asher on same; Initial review of back-up; Review and respond to email correspondence from Jim Ward	162.50
06/06/2019	AMK GLU	Review information related to vacation of easements over Tract 014. Meeting with G. Urbancic re: easement information. Review email correspondence from John Asher regarding request for letter of no objection; Review backup and research materials on request; Exchange email correspondence with Jim Ward regarding access matters	187.50 243.75
06/12/2019	GLU	Review and respond to email correspondence from John Asher regarding improper preserve access; Telephone conference with John Asher	81.25
06/17/2019	GLU	Exchange email correspondence with Jim Ward on Board meeting; Telephone conference with Jim Ward on Flow Way agenda matters; Follow-up on same	260.00
06/18/2019	GLU	Telephone conference with Chairman; Review email correspondence from Jim Ward and Clay Brooker on request for documents	130.00
06/20/2019	GLU	Telephone conference with Jim Ward regarding Flow Way board matters; Review agenda and prepare for Board meeting; Attendance at Board of Supervisors meeting	650.00
06/21/2019	GLU	Exchange email correspondence with Manager and Chair on Board matters Professional Fees through 07/22/2019	$\frac{65.00}{1,780.00}$
		Total Current Work	1,780.00
		<u>Payments</u>	

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rec 05 11 2020

Coleman, Yovanovich & Koester, P.A.
Northern Trust Bank Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103-3556

Telephone: (239) 435-3535 Fax: (239) 435-1218

Flow Way CDD c/o Jim Ward 2900 Northeast 12th Terrace

Suite 1

Oakland Park FL 33334

Page: 1 May 11, 2020

-2,905.00

File No: 5539-001M Statement No: 63

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com and CathyRiley@JPWardAssociates.com

		Previous Balance	\$3,815.00
		<u>Fees</u>	
04/01/2020	GLU	Conference call with Jim Ward and Misty Taylor regarding projects and trust indenture items; Review email correspondence from Jim Ward.	140.00
04/13/2020	GLU	Telephone conference with Jim Ward on Board matters; Follow-up on same.	105.00
04/16/2020	GLU	Multiple telephone conferences with Jim Ward on board matters; Telephone conference with Tim Hall; Review agenda and prepare for Board meeting; Attendance at Board meeting; Telephone conference with Chairman on Board agenda questions; Review email correspondence from Supervisor Kleck; Participation in Board of Supervisors meeting	875.00
04/21/2020	GLU GLU	Review and respond to email correspondence from Stella Matevosyan regarding audit response update; Review same; Review request from auditor on requisition back-up; Review files regarding the same; Draft email correspondence to Stella Matevosyan Review and respond to email correspondence from Jim Ward on preserve trespassing; Review trespassing issues	262.50 262.50
04/22/2020	GLU	Review multiple email correspondence from Jim Ward and Tim Hall on preserve signage; Review and respond to email correspondence from Jim Ward on finalization of audit; Revise language	175.00
04/23/2020	GLU	Telephone conference with Jim Ward; Review pending board matters; Professional Fees through 05/11/2020	$\frac{245.00}{2,065.00}$
		Total Current Work	2,065.00
		<u>Payments</u>	

Total Payments Through 05/11/2020

Coleman, Yovanovich & Koester, P.A. Northern Trust Bank Building 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103-3556 Telephone: (239) 435-3535

Fax: (239) 435-1218

Page: 1

August 25, 2020

File No: 5539-001M

Statement No:

Flow Way CDD c/o Jim Ward 2900 Northeast 12th Terrace

Suite 1

Oakland Park FL 33334

Gen Rep

SENT VIA EMAIL TO: JimWard@jpwardassociates.com and CathyRiley@JPWardAssociates.com

		Previous Balance	\$4,252.50
		<u>Fees</u>	
07/08/2020	GLU	Review and respond to email correspondence from Jeremy Arnold; Draft email correspondence to Jim Ward	35.00
07/15/2020	GLU	Telephone conference with Jim Ward regarding board meeting	70.00
07/16/2020	GLU	Review agenda for Board of Supervisors meeting; Participation in Board of Supervisors meeting	350.00
07/17/2020	GLU	Review email correspondence from Jim Ward regarding preserve use; Review letter and review materials on issues relating to preserve use; Telephone conference with Jim Ward; Draft email correspondence to Jim Ward; Review multiple email correspondence from Jim Ward; Telephone conference with Jim Ward	350.00
07/20/2020	GLU	Review and respond to email correspondence from Jim Ward and Tim Hall on preserve signage Professional Fees through 08/25/2020 Total Current Work	140.00 945.00 945.00
		<u>Payments</u>	
		Total Payments Through 08/25/2020	-4,252.50
		Balance Due	\$945.00

Naples Baily News

Sales Rep: Mereida Cardenas (N9103)

Phone:

Email:

> Account Information

Date: 06/19/18

Account Number: 530108 (N059678)

Company Name: FLOW WAY COMMUNITY DEV. DISTR.

Contact Name:

Email: jimward@jpwardassociates.com

Address: 2900 NORTHEAST 12TH TERRACE

SUITE 1, OAKLAND PARK, FL, 33334

Phone: (954) 658-4900 Fax: (000) 000-0000

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account

rep at .

Ad Id: 2047846 P.O. No.: Total Cost: \$1,144.50

Tag Line: FLOW WAY COMMUNITY DEVELOPMENT DISTR

Start Date: 06/21/18 Stop Date: 07/12/18

Number of Timess: 3 Class: 16260 - Request for Bids

Publications: ND-Naples Daily News, ND-Internet-naplesnews.com

> Ad Proof

I agree this ad is accurate and as ordered.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT NOTICE TO BIDDERS

EXOTIC AND NUISANCE VEGETATION MAINTENANCE WITHIN THE DISTRICT'S MAINTAINED PRESERVES

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Flow Way Community Development District (the "DISTRICT"), Collier County, Florida until 3:00 P.M., local time August 3, 2018 at the offices of the, Turrell, Hall and Associates, 3584 Exchange Ave, Naples, Florida 34104 and commencing at 3:30 PM, such bids as received will be opened and read aloud at the Offices of Turrell, Hall and Associates, 3584 Exchange Ave, Naples, Florida 34104.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the annual maintenance of preserve areas set aside as part of the SFWMD and USACE permitting requirements. The work includes the elimination of exotic vegetation from the preserves and promotion of appropriate native vegetation as required, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the Offices of Turrell, Hall and

Associates, 3584 Exchange Avenue, Naples, Florida 34104 or by phone at 239- 643-0166 to obtain a pdf of the bid specifications.

One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the offices of the District Manager, JP Ward and Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334 or by phone at 954-658-4900, or on the District's web site at www.flowwaycdd.org.

A mandatory on-site prebid conference will be held on July 17, 2018 beginning at 9:30 a.m. local time at the following location: Flow Way Golf Clubhouse Parking Lot, 8912 Torre Vista Drive, Naples, FL 34119. A discussion of the preserves and requirements will be conducted at this time and access to the preserve areas will be available.

The Bidder shall submit a sealed and clearly marked envelope that includes the eight (8) printed proposals along with an electronic version of the entire proposal in a pdf format to be marked as follows: "Flow Way Community Development District - Preserve Maintenance Proposal".

Proposals shall be prepared, addressed, and submitted in compliance with detailed instructions as set forth in these bid specifications.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors, and formalities, and to award the contract as it deems will best serve the interest of the District.

Flow Way Community Development District JAMES P. WARD, DISTRICT MANAGER June 21, 28, July 12, 2018 No.2047846

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 239-263-4700. Allowance may not be made for errors reported past the second print date. The Naples Daily News may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

RHODES & RHODES, LAND SURVEYING, INC.

28100 Bonita Grande Dr., Ste. 107 Bonita Springs, Fl. 34135 PH.#239-405-8166

Invoice

DATE	INVOICE #		
4/16/2019	2019-345		

BILL TO

JP WARD & ASSOCIATES 2900 Northeast 12th Terrace, Suite 1 Oakland Park, Florida 33334

P.O. NO.	TERMS
	Net 30

			Net 30
DESCRIPTION	QTY	RATE	AMOUNT
ESPLANADE PRESERVE BOUNDARY STAKING			
STAKE OUT BOUNDARY LINES OF ESPLANADE NAPLES MITIGATION AREA		1,500.00	1,500.00
OK Based on 04	/10 field visit		
		Total	\$1,500.00
		Payments/Credit	ts \$0.00
		Balance Due	\$1,500.00

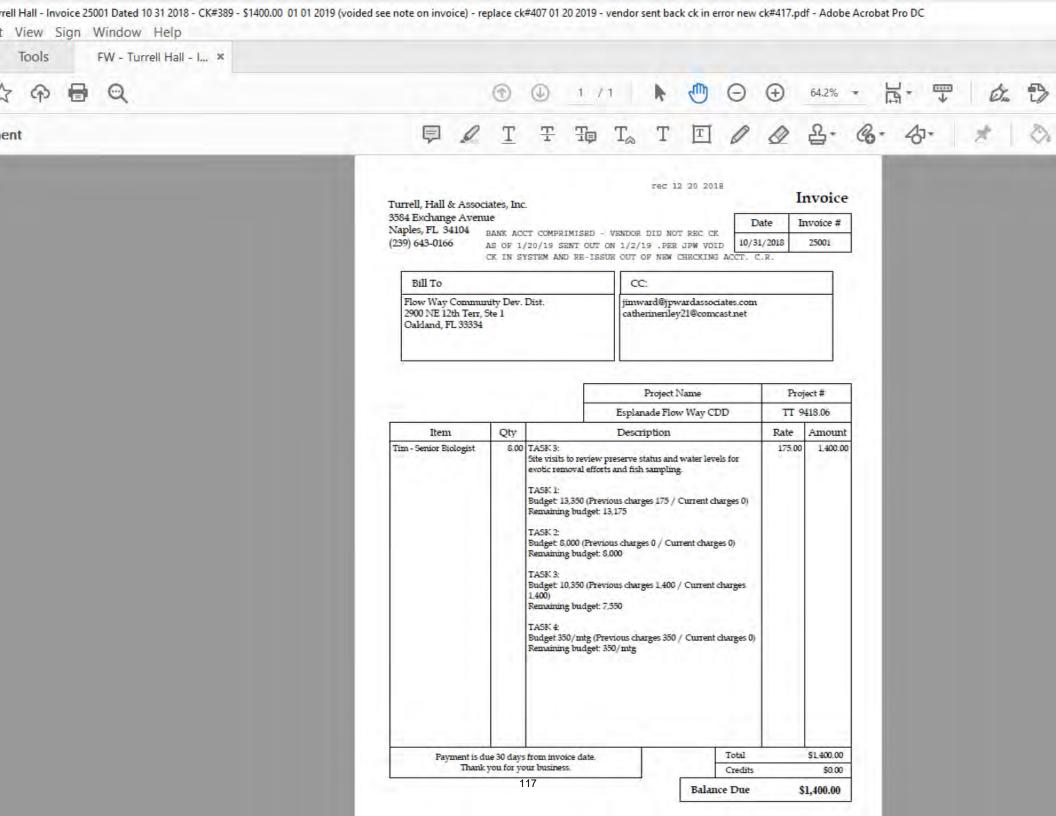
Invoice

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 (239) 643-0166

Date	Invoice #		
9/30/2018	24778		

Bill To	CC:
Flow Way Community Dev. Dist. 2900 NE 12th Terr, Ste 1 Oakland, FL 33334	jimward@jpwardassociates.com catherineriley21@comcast.net

			Projec	t Name		Proj	ect #
			Esplanade Fl	ow Way C	DD	TT 9	418.06
Item	Qty		Description			Rate	Amount
Tim - Senior Biologist	1.00		with Aquatic Weed Cor	ntrol to exec	ute	175.00	175.00
Tim - Senior Biologist	8.00		to review site conditior or FWS compliance.	s and collec	t forage	175.00	1,400.00
Tim - Senior Biologist	2.00	TASK 4 Attend CDD B maintenance co	oard meeting to discus ontract.	s preserve e	xotic	175.00	350.00
Color copies 8.5x11"	8.00	8.5x11"				0.80	6.40
		from invoice d	ate.		Total		\$1,931.40
Thank	you for yo	our business.			Credits		\$0.00
				Balar	ice Due	9	51,931.40



Invoice

Turrell, Hall & Associates, Inc.

Naples, FL 34104 (239) 643-0166

3584 Exchange Avenue BANK ACCT COMPRIMISED CK HAS NOT CLEARED AS OF 1/20/19 MAILED OUT ON 1/2/19 - PER JPW VOID CK IN SYSTEM AND RE-ISSUE UNDER NEW CHECKING ACCT. C.R.

Date	Invoice #		
11/30/2018	25143		

Bill To	CC:
Flow Way Community Dev. Dist. 2900 NE 12th Terr, Ste 1 Oakland, FL 33334	jimward@jpwardassociates.com catherineriley21@comcast.net

			Project Name		,	ect #
			Esplanade Flow Way Cl	DD	TT 9	418.06
Item	Qty		Description		Rate	Amount
Tim - Senior Biologist	12.00	Site visits to ch Sampling for F TASK 1: Budget: 13,350 Remaining bud TASK 2: Budget: 8,000 (Remaining bud TASK 3: Budget: 10,350 2,100) Remaining bud TASK 4:	(Previous charges 0 / Current chargedget: 8,000) (Previous charges 2,800 / Current dget: 5,450) tg (Previous charges 350 / Current	narges 0) ges 0) charges	175.00	2,100.00
		from invoice dour business.	ate.	Total		\$2,100.00
iialik y	ou for yo	ou busiliess.		Credits		\$0.00

spoke to jpw 050719 -coding the \$625.00 to 9 task 1 and the \$1050.00 to new line item created 5193110 "north preserve encroachment)c.r.

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

rec 04 10 2019

Invoice

Date	Invoice #				
3/31/2019	26248				

Bill To	CC:
Flow Way Community Dev. Dist. 2900 NE 12th Terr, Ste 1	
Oakland, FL 33334 jimward@jpwardassociates.com cathyriley@jpwardassociates.com	

Project Number and Name 9418.06 Esplan. Flow Way CDD

Item	Qty	Descript	Rate	Amount		
Marielle - Project	5.00	TASK 1: Exotic removal and coordination Control.	125.00	625.00		
Tim - Senior Biolog	6.00	OUTSIDE SCOPE - approved by Site visit with SFWMD to review potential encroachment by neigl Coordination with County staff Property Appraisers site. Coordination with surveyor to dencroachment. TASK 1: Budget: 13,350 (Previous charge charges 625.00) Remaining budget: 10,187.50 TASK 2: Budget: 8,000 (Previous charges 0) Remaining budget: 6,800 TASK 3: Budget: 10,350 (Previous charges 0) Remaining budget: 3,175	w maintenance work anbor. regarding road shows determine extent of es 2,537.50 / Current 1,200 / Current charg	n on	175.00	1,050.00
Payment is	due 30 da	ys from invoice date.		Tota	al	

Balance Due

Credits

Thank you for your business.

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

Invoice

Date	Invoice #				
4/30/2019	26380				

Bill To	CC:
Flow Way Community Dev. Dist.	
2900 NE 12th Terr, Ste 1	
Oakland, FL 33334	
jimward@jpwardassociates.com	
cathyriley@jpwardassociates.com	

Project Number and Name
9418.06 Esplan. Flow Way CDD

Balance Due

\$1,050.00

Item	Qty	Descript	tion		Rate	Amount
Tim - Senior Biolog	6.00	TASK 1: Coordination with Board Membregarding preserve issues. Coordination with SFWMD regitrees from within preserve. Tree removal and replacement is preserves. March 26, 2019 proposal items: TASK 1: Budget: NTE 2,500 (Previous ch. 1,050) Remaining budget: 1,450 TASK 2: *Covered under existing services	arding removal of dea work plan for internal arges 0 / Current cha	ad	175.00	1,050.00
		ys from invoice date. your business.		Tota		\$1,050.00 \$0.00

Invoice

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 (239) 643-0166

Date	Invoice #				
1/31/2019	25413				

Bill To	CC:
Flow Way Community Dev. Dist. 2900 NE 12th Terr, Ste 1 Oakland, FL 33334 jimward@jpwardassociates.com cathyriley@jpwardassociates.com	jimward@jpwardassociates.com cathyriley@jpwardassociates.com

		Project Name				Proj	ect#
		Esplanade Flow Way CDD			TT 9418.06		
Item	Qty		Description			Rate	Amount
Tim - Senior Biologist	4.00	TASK 1: Budget: 13,350 Remaining bud TASK 2: Budget: 8,000 (Remaining bud TASK 3: Budget: 10,350 Remaining bud TASK 4:	(Previous charges 0 / Curdget: 8,000) (Previous charges 7,175/dget: 3,175) tg (Previous charges 350 /	Current charg	narges 700) ges 0) charges 0)	175.00	700.00
Payment is due Thank y		from invoice dour business.	ate.		Total Credits		\$700.00 \$0.00
<u> </u>			J	Balan	ice Due		\$700.00

rec 06 11 2019

Invoice

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

Date	Invoice #	
5/31/2019	26538	

Bill To	CC:
Flow Way Community Dev. Dist. 2900 NE 12th Terr, Ste 1 Oakland, FL 33334 jimward@jpwardassociates.com cathyriley@jpwardassociates.com	

Project Number and Name 9418.06 Esplan. Flow Way CDD

Thank you for your business.

Credits \$0.00

Balance Due \$262.50

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

Date	Invoice #		
5/31/2019	26539		

Bill To	CC:
Flow Way Community Dev. Dist. 2900 NE 12th Terr, Ste 1 Oakland, FL 33334	
jimward@jpwardassociates.com cathyriley@jpwardassociates.com	

Project Number and Name 9418.06 Esplan. Flow Way CDD

Item	Qty	Descript	ion	Rate	e	Amount
Tim - Senior Biolog	1.00	OUTSIDE SCOPE Conference call with attorneys remodification and retention by Calls with Conservancy, Client, preserve status.	DD.	17	75.00	175.00
Marielle - Project	7.00	OUTSIDE SCOPE: Tree count for removal. Create a berm fix memo for Tim Tree count report and coordinate			25.00	875.00
Marielle - Project	11.75	TASK 2: Well downloads and general ins Prepare report.	pections.	12	25.00	1,468.75
		TASK 1: Budget: 13,350 (Previous charge charges 0) Remaining budget: 10,187.50	s 3,162.50 / Current			
		TASK 2: Budget: 8,000 (Previous charges 1,468.75) Remaining budget: 2,131.25	4,400 / Current char	ges		
Payment is	s due 30 da	vs from invoice date.		Total		

Payment is due 30 days from invoice date. Thank you for your business. Total Credits

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

Date	Invoice #
6/30/2019	26594

Bill To	CC:
Flow Way Community Dev. Dist.	
2900 NE 12th Terr, Ste 1	
Oakland, FL 33334	
jimward@jpwardassociates.com	
cathyriley@jpwardassociates.com	

Project Number and Name 9418.06 Esplan. Flow Way CDD

Item	Qty	Descript	Rate	Amount	
Tim - Senior Biolog Marielle - Project		Task 1 - Monthly site visits for e Task 1 - Site visit for exotic inspe	175.0 125.0 . 2,131.2	0 375.00	
Marielle - Project Tim - Senior Biolog	1.50		Task 2 - Annual Monitoring & Report Preserve status. Task 4 - Attendance at CDD Board Meeting.		
Tim - Senior Biolog	6.50	OUTSIDE SCOPE Conference call with attorneys related to preserve modification and retention by CDD. Calls with Conservancy, Client, SFWMD regarding preserve status.		175.0	0 1,137.50
Marielle - Project	15.00	OUTSIDE SCOPE: Final inspection with SFWMD to release internal preserves. Prepare tree removal plan and edit per SFWMD. Prepare Preserve Management Plan and submit to SFWMD. TASK 1: Budget: 13,350 (Previous charges 3,162.50 / Current charges 1,075) Remaining budget: 9,112.50 TASK 2: Budget: 8,000 (Previous charges 5,868.75 / Current charges 2,131.25) Remaining budget: 0		125.0	0 1,875.00
Payment is	s due 30 da	ys from invoice date.		Total	

Thank you for your business.

Credits

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

Date	Invoice #	
3/31/2020	27905-REV	

Bill To	CC:
Flow Way Community Dev. Dist. jimward@jpwardassociates.com cathyriley@jpwardassociates.com lisasinger@jpwardassociates.com	

Purchase Order	Project Number and Name
	9418.06 Esplan. Flow Way CDD

Item	Qty	Description		Rate	Amount
		PERIOD COVERED: March 1-31, 2020			
Tim - Senior Biologist	2	TASK 1: Coordination with Manager regarding and adjacent owners around preserve. TASK 1: Coordination with exotic removal con		175.00	350.00
Account 5193107		regarding timing, access and progress.			
		Contract Date: June 19, 2018 Original Contract Amounts:			
		TASK 1 \$13,350 (CODE 5193103) Monthly site visits, inspections of the exotic rework and review pay requests. Paid to-date before this invoice: \$5,462.50 This invoice amount: \$350.00 Balance remaining after this invoice: \$7,537.50	moval		
		TASK 2: \$8,000.00 (CODE 5193104) Annual Monitoring & Reporting of Preserve. Paid to-date before this invoice: \$0 This invoice amount: \$0 Balance remaining after this invoice: \$8,000.00			
		TASK 3: \$10,350.00 (CODE 5193105) Fish Sampling. Paid to-date before this invoice: \$0 This invoice amount: \$0 Balance remaining after this invoice: \$10,350.00	0		
Payment Terms				Total	
Net 30			na Dua	Credits	

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

Date	Invoice #
4/30/2020	28075

Bill To	CC:
Flow Way Community Dev. Dist. jimward@jpwardassociates.com cathyriley@jpwardassociates.com lisasinger@jpwardassociates.com	

Purchase Order	Project Number and Name
	9418.06 Esplan. Flow Way CDD

Item	Qty	Description		Rate	Amount
Item Tim - Senior Biologist ACCOUNT 5193107	,	PERIOD COVERED: April 1-30, 2020 TASK 1: Field investigations and status memora for Board. Investigations of horse riding in/adja preserve. No Trespassing issues and email responsitive to preserve. Contract Date: June 19, 2018 Original Contract Amounts: TASK 1 \$13,350 (CODE 5193103) Monthly site visits, inspections of the exotic rem	acent to onses	Rate 175.00	Amount 1,750.00
		work and review pay requests. Paid to-date before this invoice: \$5,812.50 This invoice amount: \$1,750.00 Balance remaining after this invoice: \$5,787.50			
		TASK 2: \$8,000.00 (CODE 5193104) Annual Monitoring & Reporting of Preserve. Paid to-date before this invoice: \$0 This invoice amount: \$0 Balance remaining after this invoice: \$8,000.00			
		TASK 3: \$10,350.00 (CODE 5193105) Fish Sampling. Paid to-date before this invoice: \$0 This invoice amount: \$0 Balance remaining after this invoice: \$10,350.00			
Payment Terms				Total	
Net 30			an Dana	Credits	

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

Invoice

Date	Invoice #
7/16/2020	28354

Bill To	CC:
Flow Way Community Dev. Dist. jimward@jpwardassociates.com cathyriley@jpwardassociates.com lisasinger@jpwardassociates.com	

Purchase Order	Project Number and Name
	9418.06 Esplan. Flow Way CDD

Item	Qty	Description	Rate	Amount
Tim - Senior Biologist	3	PERIOD COVERED: June 1-30, 2020 TASK 1: Coordination with contractor regarding exotic removal and payment schedule.	175.00	525.00
Tim - Senior Biologist	1	Review of invoices and field verification. TASK: No Trespassing Signs. Coordination of sign order.	175.00	175.00
		Contract Date: June 19, 2018 Original Contract Amounts: TASK 1 \$13,350 (CODE 5193103)		
		Monthly site visits, inspections of the exotic removal work and review pay requests. Paid to-date before this invoice: \$7,562.50 This invoice amount: \$525.00 Balance remaining after this invoice: \$5,262.50		
		TASK 2: \$8,000.00 (CODE 5193104) Annual Monitoring & Reporting of Preserve. Paid to-date before this invoice: \$0 This invoice amount: \$0		
		Balance remaining after this invoice: \$8,000.00		
Payment Terms			Total	
Net 30		Balanco Duo	Credits	

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

Invoice

Date	Invoice #	
7/31/2020	28522	

Bill To	CC:
Flow Way Community Dev. Dist. jimward@jpwardassociates.com cathyriley@jpwardassociates.com lisasinger@jpwardassociates.com	

Purchase Order	Project Number and Name
	9418.06 Esplan. Flow Way CDD

Item	Qty	Description	Rate	Amount
		PERIOD COVERED: July 1-31, 2020		
Tim - Senior Biologist	8	TASK 1: Sorting emails in response to FOIA request.	175.00	1,400.00
Tim - Senior Biologist	5	TASK 1: Site visit to review preserve signs.	175.00	875.00
Flat Fee		TASK - No Trespassing Signs ACCT CODE #5384616 Sign installation flat fee.	1,500.00	1,500.00
Reimbursable Expenses		TASK - No Trespassing Signs ACCT CODE #5384616 Municipal Supply invoice for No Trespassing signs and hardware. (no mark up, direct cost) Contract Date: June 19, 2018 Original Contract Amounts: TASK 1 \$13,350 (CODE 5193103) Monthly site visits, inspections of the exotic removal work and review pay requests. Paid to-date before this invoice: \$8,087.50 This invoice amount: \$2,275.00 Balance remaining after this invoice: \$2,987.50	2,617.22	2,617.22
Payment Terms			Total	
Net 30]	Balance Due	Credits	

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

Date	Invoice #
7/31/2020	28522

Bill To	CC:
Flow Way Community Dev. Dist. jimward@jpwardassociates.com cathyriley@jpwardassociates.com lisasinger@jpwardassociates.com	

Purchase Order	Project Number and Name
	9418.06 Esplan. Flow Way CDD

Item	Qty	Description	Rate	Amount
		TASK 2: \$8,000.00 (CODE 5193104) Annual Monitoring & Reporting of Preserve. Paid to-date before this invoice: \$0 This invoice amount: \$0 Balance remaining after this invoice: \$8,000.00 TASK 3: \$10,350.00 (CODE 5193105) Fish Sampling. Paid to-date before this invoice: \$0 This invoice amount: \$0 Balance remaining after this invoice: \$10,350.00 TASK 4: (CODE 5193106) T&M Not To Exceed \$350/meeting Attend meetings of the CDD Board and/or committees as requested. Paid to-date before this invoice: \$612.50 This invoice amount: \$0 Balance remaining after this invoice: N/A (per meeting budget) TASK: No Trespassing Signs (CODE 5384616) Paid to-date before this invoice: \$175.00 This invoice amount: \$4117.22		
Payment Terms			Total	\$6,392.22
Net 30			Credits	\$0.00

Balance Due \$6,392.22

Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104 239-643-0166

Date	Invoice #
9/24/2020	28677

Bill To	CC:
Flow Way Community Dev. Dist. jimward@jpwardassociates.com cathyriley@jpwardassociates.com lisasinger@jpwardassociates.com	

Purchase Order	Project Number and Name
	9418.06 Esplan. Flow Way CDD

Item	Qty	Description	Rate	Amount
Item Tim - Senior Biologist		PERIOD COVERED: August 1-31, 2020 TASK 1: Coordination for wildlife cautionary signage. Contract Date: June 19, 2018 Original Contract Amounts: TASK 1 \$13,350 (CODE 5193103) Monthly site visits, inspections of the exotic removal work and review pay requests. Paid to-date before this invoice: \$10,362.50	Rate 175.00	Amount 437.50
		This invoice amount: \$437.50 Balance remaining after this invoice: \$2,550.00 TASK 2: \$8,000.00 (CODE 5193104) Annual Monitoring & Reporting of Preserve. Paid to-date before this invoice: \$0 This invoice amount: \$0 Balance remaining after this invoice: \$8,000.00 TASK 3: \$10,350.00 (CODE 5193105) Fish Sampling.		
		Paid to-date before this invoice: \$0 This invoice amount: \$0 Balance remaining after this invoice: \$10,350.00		
Payment Terms			Total	
Net 30	7		Credits	

REQUISITION #4

PROJECT NAME: Flow Way CDD Phase 3

(Esplanade Golf and Country Club of Naples)

LOCATION: Section 15, Township 48, Range 26

COLLIER COUNTY FLORIDA

NAME & ADDRESS OF OWNER: Taylor Morrison Esplanade LLC

5900 N Scottsdale Road, #2000

Scottsdale, AZ 85251

DESCRIPTION: Irrigation, Stormwater Management, Environmental Mitigation, Landscaping, and Fees

ITEM	QUANTITY COMPLETE	UNIT	U	NIT COST	TOTAL
IRRIGATION SYSTEM					
4" PVC Irr. Main (C900, Class 150)	1,023	LF	\$	11.15	\$ 11,406.45
6" PVC Irr. Main (C900, Class 150)	307	LF	\$	17.15	\$ 5,265.05
6" PVC Irr. Main (C900, Class 200)	35	LF	\$	18.25	\$ 638,75
4" Permanent Blow-Off	2	EA	\$	1,195.00	\$ 1,195.00
		IRRIGA	TION	SUB-TOTAL	\$ 18,505.25
STORMWATER MANAGEMENT SYSTEM					
Lake Stabilization (Lakes 14-20)	1	LS	\$	252,392.35	\$ 252,392.35
Blasting for Esplanade Pass-Through	24.60	AC	\$	23,495.22	\$ 577,982.50
Excavation of Pass-Through	12,296.14	CY	\$	2.01	\$ 24,715.25
Lake #14b Drilling & Blasting	4.85	AC	\$	32,990.00	\$ 160,001.50
Lake #16 Drilling & Blasting	1.86	AC	\$	30,425.00	\$ 56,590.50
Lake #17 Drilling & Blasting	6.79	AC	\$	53,500.00	\$ 363,265.00
Lake #18 Drilling & Blasting	6.05	AC	\$	31,250.00	\$ 189,062.50
Additional dewatering to drain North for Lake Blasting	3.00	AC	\$	58,500.00	\$ 175,500.00
Lake 17	120,150.00	CY	\$	1.91	\$ 229,486.50
		STORMWATER SUB-TOTAL		SUB-TOTAL	\$ 2,028,996.10
ENVIRONMETAL MITIGATION: Woodstork Creation Area (Preserve B)					
Clearing and Grubbing	31.86	AC	\$	2,050.00	\$ 65,313.00
Contouring	27,487	CY	\$	2.15	\$ 59,096.14
Silt Fence	16,300	LF	\$	1.50	\$ 24,450.00
Required Plantings	1	LS	\$	75,531.31	\$ 75,531.33
One time herbicide treatment	1	LS	\$	395.00	\$ 395.00
Watering	1	LS	\$	20,000.00	\$ 20,000.00
Blasting Wetland Lakes in Scrapedown Area	0.51	AC	\$	27,000.00	\$ 13,850.7
an annual Earling and a second state of the second states and a		NVIRONME	NTA	L SUB-TOTAL	\$ 258,636.19
OFFSITE LANDSCAPING					
Celebration sod along Espl Blvd & TorreVista (Eastern & Southeastern Buffer)	395,478	SF	\$	0.30	\$ 118,643.2
Celebration sod along Torrevista (Eastern & Southeastern Buffer)	1	LS	\$	4,875.00	\$ 4,875.00
Eastern Buffer Trees (Italian Cypress, Royal Poinciana, Japanese Privet)	1	LS	\$	52,825.00	\$ 52,825.0
	OFFSIT	E LANDSCA	PING	SUB-TOTAL	\$ 176,343.2

EXHIBIT "A" TRANSFERRED IMPROVEMENTS

Requisition No. 4

Irrigation Water System, Surface Water Management System, Environmental Mitigation, Exterior Landscaping and Professional & Permitting Fees

Irrigation water system improvements, surface water management system improvements, environmental mitigation improvements, exterior landscaping improvements and professional and permitting work, including the following described labor, equipment and materials all as more particularly described in the support documentation for Requisition No. 4 prepared and maintained by Waldrop Engineering, P.A.

DESCRIPTION: Irrigation, Stormwater Management, Environmental Mitigation, Landscaping, and Fees

ITEM	QUANTITY COMPLETE	UNIT	U	NIT COST		TOTAL
IRRIGATION SYSTEM						
4" PVC Irr. Main (C900, Class 190)	1,023	LF	\$	11,15	\$	11,406.45
6" PVC Irr. Main (C900, Class 150)	307	LF	\$	17.15	\$	5,265.05
6" PVC Irr. Main (C900, Class 200)	35	LF	\$	18.25	5	638.75
4" Permanent Blow-Off	2	EA	5	1,195.00	5	1,195.00
		IRRIGA	TION	SUB-TOTAL	\$	18,505.25
STORMWATER MANAGEMENT SYSTEM						
Lake Stabilization (Lakes 14-20)	1	ŁS	5	252,392.35	\$	252,392.35
Blasting for Esplanade Pass-Through	24.60	AC	5	23,495,22	5	577,982.50
Excavation of Pass-Through	12,296,14	CY	5	2.01	S	24,715.29
take #14b Drilling & Blassing	4.85	AC	9	32,990.00	\$	160,001.50
Lake #16 Origing & Blasting	1.85	AC.	Š	30,425,00	\$	56,590.5(
Lake #17 Oriking & Blasting	5,79	AC	\$	53,500.00	5	363,265.00
take #18 Orišing & Blasting	6,05	AC	S	31,250,00	S	189,062.50
Additional dewatering to drain Morth for Lake Blasting	3.00	AC	Ś	58,500.00	\$	175,500.00
Lake 17	120,150.00	CY	Ś	1.91	5	229,486.50
		STORMW	ATER	SUB-TOTAL	\$	2,028,996.10
ENVIRONMETAL MITIGATION: Woodstork Creation Area (Preserve B)						
Clearing and Grubbing	31.86	AC,	5	2,050.00	S	65,313.00
Contouring	27,487	CY	\$	2.15	ς	59,096-14
Silt Fence	16,300	LF	5	1.50	5	24,450.00
Required Plantings	1	LS	\$	75,531.31	Ş	75,531.31
One time herbicide treatment	1	LS	Ś	395.00	Ś	395.00
Watering	1	LS	\$	20,000.00	\$	20,000.00
Blasting Wetland takes in Scrapedown Area	G.51	AC	5	27,600.00	\$	13,850.74
	EN	VIRONME	NTAL	SUB-TOTAL	\$	258,636.19
OFFSITE LANDSCAPING						
Celebration sod along Espl Blvd & TorreVista (Eastern & Southeastern Buffer)	395,478	SF	\$	0.30	\$	118,643.2
Celebration sod along Torrevista (Eastern & Southeastern Buffer)	1	LS	\$	4,875.00	Ś	4,875.0x
Eastern Buffer Trees (Italian Cypress, Royal Poinciana, Japanese Privat)	1	LS	\$	52,825.00	\$	52,825.0
	OFFSITE	LANDSCA	PING	SUB-TOTAL	\$	176,343.21

From: Charles Cook <chcook@taylormorrison.com>

Sent: Monday, February 8, 2021 5:05:19 PM

To: jimward@jpwardassociates.com <jimward@jpwardassociates.com>

Subject: FW: Boardwalk narrative

A portion of the perimeter multi-use path had been constructed within the preserve buffer along the northeast corner of the project. Taylor Morrison is removing the portions of the asphalt path that are located within the preserve buffer and replacing with a boardwalk located outside of the preserve tract and preserve buffer. There were no encroachments into the preserve itself, just the preserve buffer.

Charles Cook

Land Project Manager

chcook@taylormorrison.com www.taylormorrison.com

T: +12398295948-







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