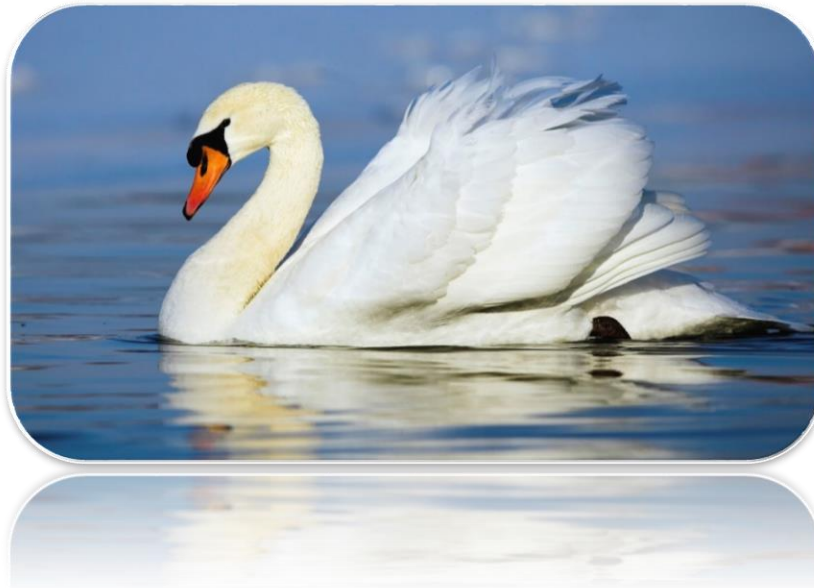


FLOW WAY COMMUNITY DEVELOPMENT DISTRICT



MEETING AGENDA

APRIL 11, 2022

PREPARED BY:

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

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

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

April 4, 2022

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 (the "**District**") will be held on **Monday, April 11, 2022, at 10:00 A.M.** at the Esplanade Golf and Country Club, 8910 Torre Vista Lane, Naples, FL 34119.

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

<https://districts.webex.com/districts/onstage/g.php?MTID=e8bfc652f6bd85a9fd8f5fbd5727558e7>

Access Code: **2338 116 7677**, Event password: **Jpward**

Phone: **408-418-9388** and enter the access code **2338 116 7677** to join the meeting.

Agenda

1. Call to Order & Roll Call.
2. Public Comments for non-agenda items. These are limited to three (3) minutes and individuals are permitted to speak on items on the agenda and will be announced by the chairperson.
3. Consideration of approval of the Service Agreement, between HGS, LLC, d/b/a Angler Environmental, LLC and the District dated April 11, 2022, for consulting and expert testimony services related to litigation. HGS provides specialized litigation services.
4. Staff Items.
 - I. District Attorney – Woods, Weidenmiller, Michetti, & Rudnick.
 - a. *Request to call Executive Attorney/client shade session. Discussion of lawsuit, File Number: 20-CA-4147.*
 - II. District Engineer – Calvin, Giordano & Associates.
 - III. District Manager – JPWard & Associates, LLC.
5. Audience Comments: - Public comment period is for items NOT listed on the Agenda, comments are limited to three (3) minutes per person, assignment of speaking time is not permitted, however the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes.

6. Announcement of Next Meeting – April 21, 2022.
Quorum Call for April 21, 2022

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

7. Adjournment.

Staff Review

The third order of business is consideration of an agreement with HGS, LLC, d/b/a Angler Environmental, LLC to provide the District Attorney expert consulting and testimony services for current on-going litigation.

The fourth order of business, under District Attorney staff reports, item 4(l)(a) is a request by the District Attorney to hold an executive session of the Board of Supervisors.

The executive attorney/client session is recommended for Thursday, April 21, 2022, at the Esplanade Golf and Country Club, 8910 Torre Vista Lane, Naples, Florida 34119 and is to begin at the end of the District's regular meeting, and is closed to the public.

The sole purpose of the executive attorney/client session is to discuss a settlement in the Flow Way Community Development District's lawsuit, File Number: 20-CA-4147.

The executive session is expected to last approximately thirty (30) minutes. At the conclusion of the executive session the Board of Supervisors will go back into Regular Session to conduct the balance of the regular agenda items.

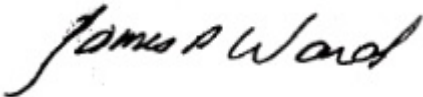
The attending parties shall be the following members of the Board of Supervisors, Zack Stamp, Ron Miller, Tom Kleck, Martinn Winters, Bart Bhatla: District Attorney Greg Woods and Jessica Tolin, District Manager James Ward.

The entire session shall be recorded by a certified court reporter and the transcript shall be filed with the District Attorney and shall remain sealed until the lawsuit has concluded.

At the conclusion of the executive session, the District will re-open the regular meeting and the Chairman will announce the closure of the executive session.

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

Yours sincerely,
Flow Way Community Development District



James P. Ward
District Manager

Naples Daily News

PART OF THE USA TODAY NETWORK

Published Daily
Naples, FL 34110

FLOW WAY CDD CO JPWA RD & ASSOC LLC
2301 NE 37TH ST

FT LAUDERDALE, FL 33308-6242

NOTICE OF SPECIAL MEETING FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Flow Way Community Development District will hold a Special Meeting on Monday, April 11, 2022, at 10:00 A.M., at the Esplanade Golf and Country Club, 8910 Torre Vista Lane, Naples, Florida 34119.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The District fully encourages public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting may do so remotely, via the WebEx.com weblink posted to the District's website www.flowwaycdd.org. A copy of the agenda for the meeting may be obtained from the office of the District Manager, JP Ward & Associates LLC, by calling 954 658 4900, email JimWard@JPWardAssociates.com or on the District's web site at www.flowwaycdd.org at least seven (7) days in advance of the meeting.

The meeting may be cancelled or continued to a date, time and location specified on the record at the meeting.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District at (954) 658-4900, at least five (5) days prior to the date of the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for assistance in contacting the District Office.

If any person decides to appeal any decision made with respect to any matter considered at these board meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Flow Way Community
Development District
James P. Ward, District
Manager
April 3, 2022 #5186627

Affidavit of Publication

STATE OF WISCONSIN
COUNTY OF BROWN

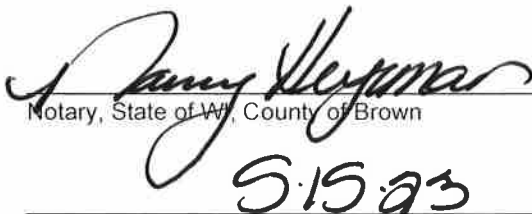
Before the undersigned they serve as the authority, personally appeared said legal clerk who on oath says that he/she serves as Legal Clerk of the Naples Daily News, a daily newspaper published at Naples, in Collier County, Florida; distributed in Collier and Lee counties of Florida; that the attached copy of the advertising was published in said newspaper on dates listed. Affiant further says that the said Naples Daily News is a newspaper published at Naples, in said Collier County, Florida, and that the said newspaper has heretofore been continuously published in said

Collier County, Florida; distributed in Collier and Lee counties of Florida, each day and has been entered as second class mail matter at the post office in Naples, in said Collier County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper issue(s) dated or by publication on the newspaper's website, if authorized, on

Issue(s) dated: 04/03/2022



Subscribed and sworn to before on April 3, 2022:



Notary, State of Wis, County of Brown

5.15.23

My commission expires

Publication Cost: \$276.50
Ad No: 0005186627
Customer No: 1305088
PO #:

of Affidavits 1

This is not an invoice

NANCY HEYRMAN
Notary Public
State of Wisconsin

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into effective as of ____ (the "Effective Date"), by and between HGS, LLC, d/b/a Angler Environmental, LLC, a Virginia limited liability company, having its office at 6575 West Loop South, Suite 300, Bellaire, Texas 77401 (hereinafter called "Service Provider"), and FLOW WAY COMMUNITY DEVELOPMENT DISTRICT, (hereinafter called "Customer"), and, together with Service Provider, the "Parties" and, each individually, a "Party").

RECITALS:

WHEREAS, Customer desires to engage Service Provider to provide the Services (defined below), and Service Provider is willing to perform such Services subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of other good and valuable consideration, the Parties agree as follows:

AGREEMENTS:

1. Appointment. Service Provider shall perform the services described on Schedule 1 attached hereto (collectively, the "Services"). The Parties may agree in writing to amend Schedule 1 from time to time.
2. Term and Termination.
 - (a) The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the date upon which the Services are completed, unless sooner terminated by mutual written consent of the Parties; provided that, in the event that a Party (the "Defaulting Party") materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach, then the other Party may terminate this Agreement, effective upon written notice to the Defaulting Party.
 - (b) Customer, in its sole discretion, may terminate this Agreement in whole or in part, at any time without cause, and without liability except for required payment for services rendered, and reimbursement for authorized expenses incurred, prior to the termination date, by providing at least 30 days' prior written notice to Service Provider.
 - (c) Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly:
 - i. Deliver to Customer all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services.
 - ii. Return to Customer all Customer-owned property, equipment or materials and all Customer confidential information (including all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Customer's confidential information) in its possession or control.
 - iii. Remove any Service Provider-owned property, equipment, or materials located at Customer's locations.

- iv. Provide reasonable cooperation and assistance to Customer upon Customer's written request in transitioning the Services to an alternate service provider.
 - v. On a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided.
 - vi. Certify in writing to Customer that it has complied with the requirements of this Section 2(c).
- (d) The rights and obligations of the Parties set forth in this Section 2 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

3. Service Provider Requirements.

(a) Service Provider shall:

- i. Provide the Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in Service Provider's field; and (e) to the reasonable satisfaction of Customer.
- ii. Appoint representatives to the following positions after obtaining Customer's consent, which consent shall not be unreasonably withheld or delayed: (a) a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Service Provider Contract Manager") and (b) a sufficient number of employees to perform the Services (collectively, with Service Provider Contract Manager, "Provider Representatives").
- iii. Assign only qualified, legally authorized Provider Representatives to provide the Services.
- iv. Comply with all applicable laws and regulations in providing the Services.
- v. Comply with all Customer rules, regulations, and policies of which it has been made aware, in its provision of the Services, including with respect to safety.
- vi. Maintain complete and accurate records relating to the provision of the Services under this Agreement, in such form as Customer shall approve. During the Term and for a period of 2 years thereafter, upon Customer's written request, Service Provider shall allow Customer or Customer's representative to inspect and make copies of such records and interview Provider Representatives in connection with the provision of the Services; provided that Customer provides Service Provider with reasonable advance written notice of the planned inspection and any such inspection shall take place during regular business hours.

4. Subcontracts. Subcontracts are not permitted or applicable to this agreement.

5. Indemnification. Customer shall indemnify and hold harmless Service Provider and its officers, directors, employees, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, third-party claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing

any insurance providers, incurred by Indemnified Party (collectively, "Losses"), to the extent caused by Service Provider's negligence, willful misconduct, or breach of this Agreement. Service Provider shall not enter into any settlement without Service Provider's or Indemnified Party's prior written consent.

6. Customer's Obligations. The Customer shall:

(a) Reasonably respond to any reasonable requests from Service Provider for instructions, information or approvals required by Service Provider to provide the Services.

(b) Reasonably cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

7. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services (collectively, the "Deliverables") shall be owned by Customer.

8. Limitation of Liability.

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY EXEMPLARY OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) EACH PARTY EXPRESSLY AGREES THAT THE MEMBERS, MANAGERS, AFFILIATES, PARTNERS AND SHAREHOLDERS OF ANY DEFAULTING OR BREACHING PARTY HEREUNDER ARE NOT LIABLE FOR ANY COSTS, EXPENSES, LOSSES OR DAMAGES ARISING FROM SUCH PARTY'S BREACH OR DEFAULT UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

9. Compensation to Service Provider.

(a) Customer shall pay to Service Provider the amounts set forth on Schedule 2, which amounts shall become fully due and payable within thirty (30) days after the receipt by Customer of an invoice.

(b) All amounts required to be paid by Customer under this Agreement shall be paid by wire transfer in accordance with instructions to be provided by the Service Provider, in good and sufficient funds, or by check, unless another method reasonably acceptable to the Service Provider is agreed upon.

(c) Upon expiration of the Term or any earlier termination of this Agreement, Customer shall pay to Service Provider all amounts which have become payable under this Section 9 or, in the case of milestone payment not yet due, but that have not yet been paid, and such payment obligations shall survive termination of this Agreement. Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly.

10. Miscellaneous.

(a) Force Majeure. Except for the payment of monetary amounts due pursuant to Section 9 hereof, no Party shall be liable or responsible for failure to satisfy its obligations hereunder if such failure is attributable to Force Majeure. As used herein, “Force Majeure” means any of the following: fires, floods, storms, earthquakes, other weather events, strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, adverse determinations from any such parties, or any other causes of any kind whatsoever which are beyond the reasonable control of the responsible Party.

(b) Amendments. This Agreement may not be changed, amended or modified except by an instrument in writing signed by all Parties.

(c) Provision to Third Parties. Neither this Agreement nor the terms hereof nor any confidential information disclosed in connection herewith may be furnished to any third party, including governmental entities, without the written consent of all Parties, such consent not to be unreasonably withheld, except as may otherwise be required by law or a court of competent jurisdiction; provided, that the foregoing shall not be deemed to prohibit the Parties from providing this Agreement or the terms hereof to their attorneys, consultants, professional advisors, and current and prospective investors and primary lenders. The terms and conditions of this paragraph shall survive termination of this Agreement.

(d) Remedies. If the Service Provider violates any provision of this Agreement, the Customer shall, in addition to any damages to which it is entitled, be entitled to immediate injunctive relief against the Service Provider prohibiting further actions inconsistent with the Service Provider’s obligations under this Agreement, along with the collection of all of Customer’s attorney’s fees and court costs.

(e) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida (the “State”).

(f) Counterparts; Execution. This Agreement may be signed by facsimile signature, which signature shall be deemed to constitute an original signature and be binding as such. This Agreement may be executed in identical counterparts, each of which when so executed and delivered will constitute an original, but all of which taken together will constitute one and the same instrument. The Parties each represent that the person signing this Agreement is duly authorized to sign this Agreement.

(g) Notices. All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses set forth on their signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by (i) personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) or (ii) by electronic mail addressed to the electronic mail address set forth on the signature page hereto for the Party to be notified with a confirmation copy delivered by another method permitted under this paragraph. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements hereof.

(h) Severability; Waiver; Entire Agreement. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. This Agreement (including any schedule, exhibits or amendments) embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the Project.

(i) Third Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

(j) Assignment; Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns; however, this Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restriction shall not be deemed to prohibit (i) the assignment or transfer of this Agreement by either Party to (A) any third party that controls, is controlled by, or is under common control with, the assigning Party, or (B) any purchaser of all, or substantially all, of the assets of the assigning Party, as long as, in each case, the assignee agrees to assume all obligations of the assigning Party hereunder, or (ii) the pledge or collateral assignment of this Agreement, or any rights and/or remedies hereunder, by any Party to its primary lender(s) as collateral for such Party's obligations under any secured credit facility.

(k) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Service Provider has executed this Agreement effective as of the Effective Date.

SERVICE PROVIDER:

HGS, LLC, d/b/a Angler Environmental, LLC,
a Virginia limited liability company

By: _____
Name: Ansley M. Tilley _____
Title: Sr. Project Manager/Sr. Engineer _____

Address:

c/o Resource Environmental Solutions, LLC
6575 West Loop South, Suite 300
Bellaire, Texas 77401
Attn: Legal Department
Email: stephen@res.us

[Signature Page]

IN WITNESS WHEREOF, Customer has executed this Agreement effective as of the Effective Date.

CUSTOMER:

_____,
FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

By: _____

Name:

Title:

Address:

c/o Woods, Weidenmiller, Michetti & Rudnick, LLP

9045 Strada Stell Ct., Ste. 400

Naples, FL 34109

Attn: Gregory Woods, Esq.

Email: Gwoods@lawfirmnaples.com

[Signature Page]

SCHEDULE 1

SERVICES

HGS LLC will provide the following:

- Review of documents provided by Customer
- Cost estimate for average preserve area maintenance
- Consultation on quality/maintenance standards for Preserves
- Necessary GIS mapping as requested to support
- Expert Witness Testimony on typical long term management

[TO BE COMPLETED]

[Signature Page]

SCHEDULE 2
COMPENSATION

Position Title	Hourly Billing Rate
Principal. Engineer/Expert Witness	\$280
Principal Environmental Scientist/Biologist/Ecologist /Expert Witness	\$225
Cost Estimator	\$180
GIS Professional	\$175

Invoices will be provided to Customer monthly for time and materials rendered.

Payment shall be remitted within 30 days of receipt of invoice.

[TO BE COMPLETED]