
JPWard and Associates LLC

TOTAL Commitment to Excellence

Flow Way

Community Development District

Board of Supervisors

September 18, 2018



Visit our web site at: www.flowwaycdd.org

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FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

September 9, 2018.

Board of Supervisors
Flow Way Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Flow Way Community Development District will be held on **Tuesday, September 18, 2018 at 3:00 p.m.** at the **offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.**

1. Call to Order & Roll Call.
2. Acceptance of Resignation of Tony Burdett from Seat 1 and consideration of Replacement Member for Seat 1.
 - a) Acceptance of Resignation of Mr. Burdett.
 - b) Consideration of Replacement Member for Seat 1
 - c) Oath of Office (to be administered during the meeting)
 - I. Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Form 1 – Statement of Financial Interest.
3. Consideration of Resolution 2018-13 re-designating the officer of the District.
4. Consideration of Minutes.
 - a) August 20, 2018 Regular Meeting
5. Consideration of setting December 18, 2018 at 3:00 P.M. at the office of Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail North, Suite 300, Naples, and Florida 34103 at the Landowner's meeting date, time and location for the Landowner's seat election. This will be Seat 1.
6. Consideration of Resolution 2018-14 accepting the conveyance of tracts P-1, P-2, P-3, P-4, P-6 and P-7 Esplanade Golf and Country Club, (an approximate 1,250 acre preserve) within the District, acceptance of a Bill of Sale for the transferred improvements, a resolution of the Board of Directors of the Esplanade Golf & Country Club of Naples, Inc. and a quit claim deep conveying the transferred improvements.
7. Consideration of Resolution 2018-15 appointing Turrell, Hall & Associates as the Environmental Asset Management and Field Services provider for the District.
8. Consideration of Award of bid and authorization of preserve maintenance agreement, for the exotic and nuisance vegetation maintenance within the approximate 1,250 acre preserve area more commonly referred to as tracts P-1, P-2, P-3, P-4, P-6 and P-7 Esplanade Golf and Country Club.

9. Consideration of acceptance of the Audited Financial Statements for the Fiscal Year 2017.
10. Consideration of Resolution 2018-16 authorizing the acquisition of certain potable water and wastewater utility facilities from the developer, Taylor Morrison Esplanade Naples, LLC and authorizing the conveyance of such potable water and wastewater utility facilities to Collier County.
11. Consideration of Resolution 2018-17 declaring special assessments, indication 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 assessment shall be made, providing when such special assessments shall be made, designating the 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 publication of this resolution.
12. Consideration of Resolution 2018-18 setting a public hearing to be held on October 23 , 2018 at 3:00 P.M. at the office of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103. For the purpose of hearing public comment on imposing special assessment 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.
13. Staff Reports
 - a) District Attorney
 - b) District Engineer
 - c) District Manager
 - I. Financial Statements – August 31 ,2018 (Unaudited)
14. Supervisor’s Requests and Audience Comments
15. Adjournment

The second order of business is the acceptance of the resignation of both Mr. Burdett and enclosed is the resignation letter from Mr. Burdett, which, as a matter of law, is effective on the date provided in the letter of resignation, which is June 22, 2018. For the record only, we will ask for the Board to accept the resignation of Mr. Burdett (Seat 1).

The next item deals with the replacement of the member who has resigned from the Board. The District’s Charter, Chapter 190 F.S. provides the mechanism for which to replace a member who has resigned. Essentially, the remaining members, by majority vote of the Board of Supervisor’s have the sole responsibility for filling the unexpired term of office of the resigning member.

Once the Board appoints an individual to fill the seat, I will take the opportunity to swear that individual into office.

The newly appointed Board Member must file a Form 1 – Statement of Financial Interests, which must be filed with the Supervisor of Election’s in the County in which he/she resides within thirty (30) days of being seated on this Board (**filing deadline is October 18, 2018**).

Additionally, if any of the newly appointed Board currently sits as members of any other Community Development District Board’s, you must **amend** your current Form 1 – Statement of Financial Interests to now include the Flow Way Community Development District. The amended form must be filed with the Supervisor of Election’s in the County in which you reside within thirty (30) days of being seated on this Board of Supervisors (**filing deadline is also October 18, 2018**)

This seat will be the subject of the final landowner’s election scheduled later in the Agenda for December 18, 2018.

The third order of business deals with the election of officers, which will be evidenced by the adoption of Resolution 2018-13.

The current individuals are the officer’s of the District.

Officer Position	Name of Individual
Chairman	Vacant
Vice Chairman	Adam Painter
Assistant Secretary	Stephen Reiter
Asistant Secretary	Andrew Miller
Assistant Secretary	Christopher Nirenberg
Secretary/Treasurer	James Ward

The fourth order of business is consideration of the minutes of the August 20, 2018 minutes, which are enclosed in the Agenda.

The fifth order of business is to consider setting December 18, 2018 at 3:00 P.M. at the offices of Coleman Jovanovich & Koester, P.A. 4001 Tamiami Trail, North, Suite 300, Naples, Florida 34103. This will be for the final landowner’s seat 1, and will be for a four year term ending in November, 2022, at which time, this seat will become a qualified elector seat.

Items six through eight are related items related to the 1,250 acre preserve area. The first item, deals with the acceptance of the related documents for the District to accept the ownership of the preserve area. The second item is to retain the firm to Turrell, Hall and Associates, to act as the environmental assessment manager and field service for the District. The agreement also contemplates; the work Mr.

Hall's firm did for the bidding required for this project. Finally, item 8 deals with the award of bid for the 1,250 acres preserve.

Item nine is consideration of acceptance of the audited financial statement for the Fiscal Year 2017. The audit firm will have a representative available by phone at the meeting to present the audit to the Board. The balance of the Agenda is standard in nature and I look forward to seeing you at the meeting, and if you have any questions and/or comments, please do not hesitate to contact me directly at (954) 658-4900.

Item ten is consideration of Resolution 2018-16 authorizing the acquisition of certain potable water and wastewater utility facilities from the developer, Taylor Morrison Esplanade Naples, LLC and authorizing the conveyance of such potable water and wastewater utility facilities to Collier County.

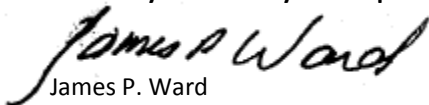
Item eleven and twelve is the start of the process by the District to levy capital assessments on certain properties to finance the capital improvement program for the District.

In order to start the process, the District authorized Waldrop Engineering to prepare an engineering report that outlines the capital improvement plan for the entire District, and what is required for the phase of development that would coincide with the first financing that the District would undertake. The first step is for Waldrop Engineering to describe the overall capital improvement program and the phasing plan for the capital improvement program.

Subsequent to that presentation, I will review the special assessment methodology, and finally the Board will consider two resolutions. The first Resolution 2018-17 is what we call a Resolution of Intent to Levy, and simply means that the Board desires to proceed with the public hearing to levy assessments to fund the capital improvement program. The second Resolution 2018-18 is a Resolution that provides notice of the public hearing on the proposed assessments. The public hearing is scheduled for 3P.M. on October 23, 2018 at the offices of Coleman, Yovanovich & Koester, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.

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

Flow Way Community Development District



James P. Ward
District Manager

June 22, 2018

Flow Way Community Development District

To Whom It May Concern:

Please accept this letter as my notice to terminate my position on the board of supervisors effective immediately.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Burdett". The signature is fluid and cursive, with the first name "Anthony" and last name "Burdett" clearly distinguishable.

Anthony Burdett

OATH OR AFFIRMATION OF OFFICE

I, _____, a citizen of the State of Florida and of the United States of America, and being an officer of the **Flow Way Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **Flow Way Community Development District**, Collier County, Florida.

Signature

Printed Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to (or affirmed) before me this ____ day of _____, 2018, by _____, whose signature appears hereinabove, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC
STATE OF FLORIDA

Print Name: _____

My Commission Expires: _____

FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

2018

State of Florida
COMMISSION ON ETHICS

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Cocoa

Virindia Doss
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

TABLE OF CONTENTS

I. HISTORY OF FLORIDA’S ETHICS LAWS.....	1
II. ROLE OF THE COMMISSION ON ETHICS	1
III. THE ETHICS LAWS.....	2
A. PROHIBITED ACTIONS OR CONDUCT	2
1. Solicitation or Acceptance of Gifts	2
2. Unauthorized Compensation	3
3. Misuse of Public Position	3
4. Disclosure or Use of Certain Information.....	3
5. Solicitation or Acceptance of Honoraria	4
B. PROHIBITED EMPLOYMENT AND .. BUSINESS RELATIONSHIPS.....	4
1. Doing Business With One’s Agency	4
2. Conflicting Employment or Contractual Relationship.....	5
3. Exemptions	5
4. Additional Exemption.....	6
5. Lobbying State Agencies by Legislators.....	6
6. Employees Holding Office	6
7. Professional & Occupational Licensing Board Members	6
8. Contractual Services: Prohibited Employment	7
9. Local Government Attorneys	7
10. Dual Public Employment	7
C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES.....	7
1. Anti-Nepotism Law	7
2. Additional Restrictions	8
D. POST OFFICEHOLDING & EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS	8
1. Lobbying By Former Legislators, Statewide Elected Officers, and Appointed State Officers	8
2. Lobbying By Former State Employees.....	8
3. Additional Restrictions on Former State Employees	9
4. Lobbying By Former Local Government Officers and Employees.....	9
E. VOTING CONFLICTS OF INTEREST	10

F. DISCLOSURES	11
1. Form 1 - Limited Financial Disclosure	11
2. Form 1F - Final Form 1.....	14
3. Form 2 - Quarterly Client Disclosure	14
4. Form 6 - Full and Public Disclosure	15
5. Form 6F - Final Form 6.....	16
6. Form 9 - Quarterly Gift Disclosure	16
7. Form 10 - Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event-Related Expenses	16
8. Form 30 - Donor’s Quarterly Gift Disclosure.....	17
9. Forms 1X and 6X – Amendments	18
IV. AVAILABILITY OF FORMS.....	18
V. PENALTIES.....	18
A. For Violations of the Code of Ethics	18
B. For Violations by Candidates	18
C. For Violations by Former Officers and Employees	19
D. For Lobbyists and Others.....	19
E. Felony Convictions: Forfeiture of Retirement Benefits	19
F. Automatic Penalties for Failure to File Annual Disclosure.....	20
VI. ADVISORY OPINIONS.....	20
A. Who Can Request an Opinion.....	20
B. How to Request an Opinion.....	20
C. How to Obtain Published Opinions.....	20
VII. COMPLAINTS.....	20
A. Citizen Involvement	20
B. Referrals.....	21
C. Confidentiality.....	21
D. How the Complaint Process Works	21
E. Dismissal of Complaint at Any Stage of Disposition	22
F. Statute of Limitations.....	22
VIII. EXECUTIVE BRANCH LOBBYING	23
IX. WHISTLE-BLOWER’S ACT	23
X. ADDITIONAL INFORMATION	24
XI. ONLINE TRAINING	24

I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;

- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. *Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

However, effective in 2006 and notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, effective May 1, 2013, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

5. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. *Doing Business With One's Agency*

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:*

(a) When the business is rotated among all qualified suppliers in a city or county.

(b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

(c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

(d) When an emergency purchase must be made to protect the public health, safety, or welfare.

(e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

(f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.

(g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

(h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

(i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. Additional Exemptions

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.] A qualified blind trust established pursuant to Sec. 112.31425, Fla. Stat., may afford an official protection from conflicts of interest arising from assets placed in the trust.

5. Legislators Lobbying State Agencies

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. Employees Holding Office

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

7. Professional and Occupational Licensing Board Members

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

8. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

9. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

10. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute "jurisdiction or control" for the purposes

of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. Additional Restrictions

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. Lobbying by Former State Employees

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the

House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. Additional Restrictions on Former State Employees

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

4. Lobbying by Former Local Government Officers and Employees

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of

which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

A qualified blind trust established pursuant to Sec. 112.31425, Fla. Stat., may afford an official protection from voting conflicts of interest arising from assets placed in the trust.

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.;

members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$20,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$20,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the

disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Incumbent officials must file FORM 6 annually by July 1 with the Commission on Ethics. CANDIDATES must file with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. *FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses*

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the

expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. *FORM 30 - Donor's Quarterly Gift Disclosure*

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered

by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment.

ELECTED CONSTITUTIONAL OFFICERS, OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file annually FORM 1 or 6 will be sent these forms by mail from the Commission on Ethics by JUNE 1 of each year. Newly elected and appointed officers and employees should contact the heads of their agencies or the Commission on Ethics for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment.

Any person needing one or more of the other forms described here may also obtain them from a Supervisor of Elections or from the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32317-5709. They are also available on the Commission's website: www.ethics.state.fl.us.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the

ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per principal for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website: www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can obtain a complaint form (FORM 50), by contacting the Commission office at the address or phone number shown on the inside front cover of this booklet, or you can download it from the Commission's website:
www.ethics.state.fl.us.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the

complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations

is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4987

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers and elected municipal officers are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff. A comprehensive online training course addressing Florida's Code of Ethics, as well as Sunshine Law, and Public Records Act is available via a link on the Commission's homepage.

FORM 1

STATEMENT OF FINANCIAL INTERESTS

2017

Please print or type your name, mailing address, agency name, and position below:

FOR OFFICE USE ONLY:

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

CHECK ONLY IF CANDIDATE OR NEW EMPLOYEE OR APPOINTEE

****** BOTH PARTS OF THIS SECTION MUST BE COMPLETED ******

DISCLOSURE PERIOD:

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR THE PRECEDING TAX YEAR, WHETHER BASED ON A CALENDAR YEAR OR ON A FISCAL YEAR. PLEASE STATE BELOW WHETHER THIS STATEMENT IS FOR THE PRECEDING TAX YEAR ENDING EITHER (must check one):

DECEMBER 31, 2017 OR SPECIFY TAX YEAR IF OTHER THAN THE CALENDAR YEAR: _____

MANNER OF CALCULATING REPORTABLE INTERESTS:

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

COMPARATIVE (PERCENTAGE) THRESHOLDS OR **DOLLAR VALUE THRESHOLDS**

PART A -- PRIMARY SOURCES OF INCOME [Major sources of income to the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

PART B -- SECONDARY SOURCES OF INCOME

[Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

PART C -- REAL PROPERTY [Land, buildings owned by the reporting person - See instructions]

(If you have nothing to report, write "none" or "n/a")

FILING INSTRUCTIONS for when and where to file this form are located at the bottom of page 2.

INSTRUCTIONS on who must file this form and how to fill it out begin on page 3.

PART D — INTANGIBLE PERSONAL PROPERTY [Stocks, bonds, certificates of deposit, etc. - See instructions]
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

PART E — LIABILITIES [Major debts - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

PART F — INTERESTS IN SPECIFIED BUSINESSES [Ownership or positions in certain types of businesses - See instructions]
 (If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

PART G — TRAINING

For **elected municipal officers** required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

SIGNATURE OF FILER:

Signature:

Date Signed:

CPA or ATTORNEY SIGNATURE ONLY

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, _____, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: _____

Date Signed: _____

FILING INSTRUCTIONS:

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

Local officers/employees file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

State officers or specified state employees who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format) and send it to CEForm1@leg.state.fl.us. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

Candidates file this form together with their filing papers.

MULTIPLE FILING UNNECESSARY: A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

WHEN TO FILE: Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2017.

NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

WHO MUST FILE FORM 1:

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance

director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$20,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, Assistant Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$20,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

INSTRUCTIONS FOR COMPLETING FORM 1:

INTRODUCTORY INFORMATION (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: www.ethics.state.fl.us.

NAME OF AGENCY: The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

OFFICE OR POSITION HELD OR SOUGHT: The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

PUBLIC RECORD: The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written request.

DISCLOSURE PERIOD: The tax year for most individuals is the calendar year (January 1 through December 31). If that is the case for you, then your financial interests should be reported for the calendar year 2017; check that box. If you file your IRS tax return based on a tax year that is not the calendar year, you should specify the dates of your tax year in this portion of the form and check the appropriate box. This is the "disclosure period" for your report.

MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose the amount of income received, and you need not list your public salary from serving in the position(s) which requires you to file this form. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

— If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of

a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**

(2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DRO) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(5), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Dollar Value Thresholds Instructions.)

IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose the amount of income received, and you need not list your public salary received from serving in the position(s) which requires you to file this form, but this amount should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived

more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,

(2) You received more than 10% of your gross income from that business entity; **and**,

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Percentage Thresholds Instructions.)

RESOLUTION 2018-13

A RESOLUTION RE-DESIGNATING CERTAIN OFFICERS OF THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Flow Way Community Development District desire to appoint the below recited person(s) to the offices specified.

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

SECTION 1. DESIGNATION OF OFFICERS OF THE DISTRICT. The following persons are, appointed to the offices shown.

Chairman	_____
Vice-Chairman	<u>Adam Painter</u>
Assistant Secretary	<u>Andrew Miller</u>
Assistant Secretary	<u>Stephen Reiter</u>
Assistant Secretary	<u>Christopher Nirenberg</u>
Treasurer	<u>James P. Ward</u>
Secretary	<u>James P. Ward</u>

SECTION 2. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 3. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor’s in conflict are hereby repealed to the extent of such conflict.

SECTION 4. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 18th day of September, 2018.

RESOLUTION 2018-13

A RESOLUTION RE-DESIGNATING CERTAIN OFFICERS OF THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

**Flow Way Community Development
District**

James P. Ward, Secretary

Adam Painter, Vice chairman

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

The Regular Meeting of the Board of Supervisors of Flow Way Community Development District was held on Monday, August 20, 2018, at 3:00 p.m. at the Naples Conference Center, located at 1455 Pine Ridge Road, Naples, Florida 34109.

Present and constituting a quorum:

Adam Painter	Vice Chairperson
Andrew Miller	Assistant Secretary
Stephen Reiter	Assistant Secretary

Absent:

Chris Nirenberg	Assistant Secretary
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Also present were:

James P. Ward	District Manager
Greg Urbancic	District Counsel
Jeremy Fireline	District Engineer
Tim Hall	Turrell, Hall and Associates

Audience:

Ed Staley	Resident
Denise Durinci	Resident
Terry Cashman	Resident
Gail Smith	Resident
Karen Wood	Resident
Newt Wood	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 3:20 p.m. and all members of the Board were present at roll call with the exception of Supervisor Nirenberg.

Mr. Ward introduced the Board of Supervisors and professional staff in attendance at the meeting to the public in attendance. He continued that the format followed would be relatively rigid due to law purposes. He said there would be a public comment section and asked the public to reserve their comments for that time. He said comments should be limited to items being discussed.

SECOND ORDER OF BUSINESS**Consideration of Minutes May 15, 2018**

Mr. Ward stated copies of the minutes had been previously distributed and asked if there were any deletions, corrections or additions. Hearing none, he called for a motion for approval.

On MOTION made by Mr. Reiter, seconded by Mr. Miller, and with all in favor, the minutes of the May 15, 2018 meeting were approved.

THIRD ORDER OF BUSINESS**Public Hearing****a) Fiscal Year 2019 Budget****I. Public Comment and Testimony**

Mr. Ward said notices had been mailed to everybody within the District which indicated that Assessment Rates were going to \$487.68 per unit per year. He said he had received a few questions as to whether this figure was the same for all types of units, and his response was that it was the same for everyone. He added the sole reason for the change in assessment from the prior year was due to the fact that the District was taking ownership of a 1250 acre preserve area within the District. He said the District was moving from a construction phase, where Taylor Morrison had paid for all of the initial work necessary for clean up, to an operating phase. He explained once the District went into the operating phase, the preserve area could have gone either to the HOA or the CDD. Because it was an environmental area, it was more productive to put it in the boundaries of the CDDs assessment, and the CDD would be maintaining the area.

Mr. Ward explained further that the increase was not going to change much. He said the District expected to spend about the same amount of money on the overall operations of the environmental area annually, roughly \$300,000.

He asked for the Board to open the Public Hearing.

On MOTION made by Mr. Miller, seconded by Mr. Reiter, and with all in favor, the Public Hearing was opened.

Mr. Ward asked for questions from the public.

Mr. Ed Staley stated that his document described the preserve area as P1 through P7 and the lakes as L1 to L23. He asked if all of that property and the lakes been transferred now to the CDD.

Mr. Ward responded that most of the lakes had been transferred to the CDD, and the environmental area was in the middle of the transfer, which would be finished in the next 30 days.

Mr. Staley asked when the property was completely transferred, if this would affect the budget.

Mr. Ward responded negatively and added the lake area was maintained by the Master HOA, and all of the preserve area would come to the CDD, was included in the Budget, and would stay consistent through time.

Mr. Staley reiterated that the lakes were maintained by the HOA and not the CDD. Mr. Ward said that was correct.

Mr. Staley stated it seemed to him that lakes would be more complicated to maintain than the preserve area. Mr. Ward responded in his experience that was not the case, and lakes were relatively simple to maintain, but an environmental area was more complicated.

Ms. Denise Durinci asked to get a copy of the Preserve Management Plan, which had been submitted by Taylor Morrison to Collier County. She asked if in that Plan, there was language regarding this type of move to turn over the preserve area to CDD management.

Mr. Ward responded he did not have a copy of it, but he would be glad to ask for it and provide it to anyone who requested it.

Mr. Terry Cashman commented that Hurricane Irma had caused some tree damage and asked if maintenance would remove those fallen trees.

Mr. Hall responded that the Water Management District's position was that if the trees were not safety hazards, they should be left as they were to degrade and fall naturally.

Mr. Cashman asked if there was any concern for fire.

Mr. Hall responded that fire breaks had been set up in the preserve which would provide potential to do fire management and controlled burning. He said there was a flow way at the north end which created a natural barrier, which would always have water in it. This would provide a way to fight fires.

Gail Smith asked if the 1200 acres would always be part of Esplanade.

Mr. Hall responded these acres would not be taken away, but there was a provision in the Management Plan and in the permitting that once all of the exotics were under control and the Preserve was maintained, if the CDD and the Association wanted to, the lands could be given to CREW. He said to do

that, a maintenance fund would have to be set up which CREW would use to maintain the preserve. He said the preserve would not be used for future development. He said the area would stay natural and would belong to Esplanade.

Karen Wood asked if Collier Boulevard would come up to the preserve area.

Mr. Hall responded if Collier Boulevard did go through, there would be many hydrological issues in the area, which would require elevation with bridges. He explained how the road would go on the map of the area, and this issue was discussed. Mr. Hall stated there were many issues to be worked out and much opposition to building the road.

Mr. Staley asked if the trails in the Community had been transferred to the CDD.

Mr. Ward responded he was not aware that the CDD had ownership of any trails and asked where they were. Mr. Staley responded the trails went in and out of the preserve area.

Mr. Ward said probably within the preserve, they would be part of the legal description.

A member of the public asked if the residents would have access to the trails in the preserve. Mr. Ward responded he was not of the opinion the CDD would provide access.

Taylor Morrison was asked if their opinion was the same, and the response was their opinion would coincide with Mr. Urbancic's position. He added each CDD historically had dealt with the issue differently. A discussion ensued on this item.

Mr. Hall mentioned there were some pathways which were used for maintenance vehicles access, which would be maintained for these vehicles as well as for fire breaks. He said the land was open to the residents but not the public.

Newt Wood asked how the Assessment figure was arrived at.

Mr. Ward responded it was \$300,000 divided by the number of units, which was 1157.

Mr. Wood asked if after the money was spent, the residents could be provided with a summary of how the money was used.

Mr. Ward responded the Environmental Preserve Project was in the bidding process. He said there were 20 pages in the document which described what

needed to be done and the cost of each item. He said that would be made available to anyone who wished to see it.

Mr. Wood asked if they would have to ask for this information or if it would be made public.

Mr. Ward responded financial statements were published and made available each month, but he would need to request that particular information.

Mr. Hall pointed out the boundaries of the Preserve Area once more on the map.

Ms. Durinci asked if any of the information discussed today was disclosed in any of the documents provided to prospective residents.

Mr. Ward responded that it was not required for the District to disclose this information, but what was required to be disclosed was the fact that the District existed and that residents would pay assessments to the District for a capital charge and an operating charge.

Mr. Urbancic added that the Declaration of Covenants for Esplanade did specifically reference the preserve parcels as being maintained as part of the Community.

A member of the public commented that when he signed his contract in 2014, he was given a page of estimated fees and among those was a cost of a 52-foot lot with a debt number of \$122,936 and that number had not changed. He said that Fiscal Year's estimated Operations and Maintenance number, which was the same for all lots, was \$330 given by Taylor Morrison four and a half years ago. It was commented that things change in four and a half years.

Mr. Ward called for further questions.

A question was asked how to get copies of today's meeting minutes. Mr. Ward responded the minutes would be posted on the District's website, once they had been approved by the Board, probably in about a month. He added all of the minutes, financial statements and the budget were on the website.

It was asked if future Public Hearings could be at a time when more residents were available. Mr. Ward responded the District's Fiscal Year was from October 1 through September 30, which required the Public Hearings in the summer months. He said by law, Public Hearings must be after June 15 and before September 30.

Mr. Ward called for a motion to close the Public Hearing.

On MOTION made by Mr. Miller, seconded by Mr. Painter, and with all in favor, the Public Hearing was closed.

II. Board Comment and Consideration

There were no comments from the Board.

III. Consideration of Resolution 2018-9 Adopting the Annual Appropriation and Budget for Fiscal Year 2019

Mr. Ward called for a motion for Resolution 2018-9.

On MOTION made by Mr. Reiter, seconded by Mr. Painter, and with all in favor, Resolution 2018-9 was approved.

b) Fiscal Year 2019 Imposing Special Assessments; Adopting an Assessment Roll, Approving the General Fund Special Assessment Methodology

I. Public Comment and Testimony

Mr. Ward stated the second Public Hearing was a consequence of the adoption of the Budget itself and put in place \$487.68 assessment for the General Fund next year. The statute required a Public Hearing separately and apart from the Budget Public Hearing. He called for a motion to open the Public Hearing.

On MOTION made by Mr. Miller, seconded by Mr. Reiter, and with all in favor, the Public Hearing was opened.

Mr. Ward called for questions or comments from the public.

A member of the public questioned 7.7 percent as an appropriate figure, and commented he viewed it as a number that should require some type of additional notice as it seemed a little high. He asked if the Board would consider dropping that figure.

Mr. Ward stated this was the first time the figure had been raised since 2013, and it had gone down. He said he doubted there would be an increase in the assessment after this point in time. Mr. Ward said it would be up to the Board to make the decision to change the 7.7 percent figure.

Mr. Ward called for further questions from the public. Hearing none, called for a motion to close the Public Hearing.

On MOTION made by Mr. Miller, seconded by Mr. Painter, and with all in favor, the Public Hearing was closed.

- II. Board Comment and Consideration
A discussion of the 7.7 percent figure ensued. Mr. Ward explained the cap figure was actually 10 percent and would be \$48.76 without having to do a mailed notice. Mr. Ward said notices cost about \$2500 to produce and mail to the Community. He advised the \$487 plus the cap would be sufficient.
- III. Consideration of Resolution 2018-10 Imposing Special Assessments, Adopting an Assessment Roll, and Approving the General Fund Special Assessment Methodology

Mr. Ward called for a motion to approve this Resolution.

On MOTION made by Mr. Miller, seconded by Mr. Painter, and with all in favor, Resolution 2018-10 was approved.

Mr. Ward called for a motion for Resolution 2018-11 to set the Cap Rate at \$487.68 plus \$48.77 per unit per year. If expenses exceeded this, mailed notices would need to be sent.

On MOTION made by Mr. Reiter, seconded by Mr. Painter, and with all in favor, Resolution 2018-11 as approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2018-12

Mr. Ward explained this Resolution designated the dates, time and location for meetings of the Board of Supervisors for Fiscal Year 2019. He said these meetings were scheduled for the third Tuesday of each month at 3:00 p.m. at the offices of Coleman, Yovanovich, and Koester. He said the Board would not likely meet every month. He called for a motion to approve.

On MOTION made by Mr. Miller, seconded by Mr. Reiter, and with all in favor, the Resolution 2018-12, as described above, was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

Mr. Ward stated the staff had no reports.

SIXTH ORDER OF BUSINESS

Supervisors' Requests and Audience Comments

Mr. Ward called for comments from the Board or audience.

A question was asked if Board membership would now be opened to the Community and two members would come from the Community.

Mr. Ward responded affirmatively and said one individual has qualified for one of the seats, Mr. Miller. He said no one had qualified for the other seat, and the statute dictated that the Board would declare a vacancy in November, and within 90 days the seat must be filled with a qualified elector.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at 3:56 p.m.

On MOTION made by Mr. Reiter, seconded by Mr. Painter, and with all in favor, the meeting was adjourned.

Flow Way Community Development District

James P. Ward, Secretary

Adam Painter, Vice Chairman

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE: *December 18, 2018*

TIME: *3:00 P.M.*

LOCATION: *The offices of Coleman, Yovanovich & Koester
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103*

Pursuant to Chapter 190, Florida Statutes, after a Community Development District ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election is intended to comply with Section 190.006(2)(b), Florida Statutes, as amended by Chapter 2004-353, Laws of Florida.

A landowner may vote in person at the Landowner's Meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each person that the landowner desires to elect to a position on the Board of Supervisors that is open for election for the upcoming term (three (3) seats on the Board will be up for election). A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. **Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.**

At the Landowners' Meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners' shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board of Supervisors that is open for election for the upcoming term. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The remaining candidates receiving votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

OFFICIAL BALLOT

**FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
COLLIER COUNTY, FLORIDA
LANDOWNERS MEETING – DECEMBER 18, 2018**

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the remaining candidate shall receive a two (2) year term, with the term of office for each successful candidate commencing upon election.

The undersigned certifies that the undersigned is executing this Official Ballot in his or her individual capacity as landowner, or in his or her capacity as an authorized representative of the entity named below as landowner, (hereinafter, "Landowner") and that Landowner is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Flow Way Community Development District and described as follows:

<u>Property Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

The number of authorized votes for this ballot is: _____

I, _____, in my individual capacity as Landowner; or in my capacity as an authorized representative of Landowner, an entity; or as the proxy holder pursuant to the Landowners Proxy attached hereto, do cast my votes as follows:

	NAME OF CANDIDATE	NUMBER OF VOTES
1.	_____	_____
2.	_____	_____
3.	_____	_____

Date: _____

Signed: _____

Printed Name: _____

NOTE: If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g., bylaws, corporate resolution, etc.).

LANDOWNER PROXY

**FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS MEETING – DECEMBER 18, 2018**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby constitutes and appoints:

Proxy holder

For and on behalf of the undersigned to vote as proxy at the meeting of the Landowners of the Flow Way Community Development District to be held at the **offices of Coleman, Yovanovich & Koester, 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.**; said meeting published in a newspaper in Collier County; and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may come before said meeting including, but not limited to, the election of members of the Board of Supervisors and may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally come before the meeting. Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in force from the date hereof until the conclusion of the landowners meeting and any adjournment or adjournments thereof, but may be revoked at any time by notice thereof, in writing, filed with the Secretary of the Flow Way Community Development District.

Signature

Print Name

Date

Property Description **Acreage**

SEE ATTACHED EXHIBIT 1

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

The number of authorized votes for this proxy is: _____

NOTE: If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g., bylaws, corporate resolution, etc.).

RESOLUTION NO. 2018-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CONVEYANCE OF CERTAIN PRESERVE TRACTS FROM THE DEVELOPER, TAYLOR MORRISON ESPLANADE NAPLES, LLC; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE; ACKNOWLEDGING THE SATISFACTION OF VARIOUS DEVELOPER CONTRIBUTION REQUIREMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting, Conservation areas, mitigation areas, and wildlife habitat, and other public improvements; and

WHEREAS, the District owns, operates and maintains certain lakes, stormwater management improvements, and preserve areas for the benefit of property owners and residents within the District; and

WHEREAS, the District desires to accept the conveyances of certain preserve tracts known as Tract P1, P2, P3, P4, P6 and P7 ("Preserve Tracts") from Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company ("Taylor Morrison") in connection with the operation and maintenance of the District's facilities; and

WHEREAS, further, in connection with the acceptance of the Preserve Tracts, the District desires to acknowledge the satisfaction of various developer contribution requirements arising out of various bond issuances by the District, all as referenced in that certain letter from the District Engineer dated September 4, 2018, a copy of which is attached hereto as **Exhibit "A"** ("District Engineer's Letter").

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

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

RESOLUTION NO. 2018-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CONVEYANCE OF CERTAIN PRESERVE TRACTS FROM THE DEVELOPER, TAYLOR MORRISON ESPLANADE NAPLES, LLC; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE; ACKNOWLEDGING THE SATISFACTION OF VARIOUS DEVELOPER CONTRIBUTION REQUIREMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 2. ACCEPTANCE OF CONVEYANCES. The District hereby desires to accept the conveyance of the Preserve Tracts from Taylor Morrison pursuant to the forms attached hereto and made a part hereof as **Exhibit "B"** ("Conveyance Documents").

SECTION 3. DELEGATION OF AUTHORITY. The Chairman or the Vice Chairman (in the Chairman's absence) of the District's Board of Supervisors is hereby authorized to execute the Conveyance Documents as necessary to evidence the District's acceptance of the Preserve Tracts. The Vice Chairman, Secretary, and any Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any Conveyance Documents signed by the Chairman or Vice Chairman (in the Chairman's absence), if necessary or required.

SECTION 4. DEVELOPER CONTRIBUTION REQUIREMENTS. The Board of Supervisors acknowledges that the conveyance of the Preserve Tracts satisfies those certain developer contribution requirements set forth in the District Engineer's Letter. It is noted that the value of the Preserve Lands exceeds the total outstanding developer contribution requirements at this time. In the event additional bonds are issued in the future by the District and any such issuance incorporates a required developer contribution, the District acknowledges that, to the extent permitted by law and as approved by Bond counsel, the balance of the value of the Preserve Tracts may be deemed by the District to satisfy such a required future developer contribution.

SECTION 5. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional, it being expressly found and declared that the remainder of this Resolution would have been adopted despite the invalidity of such section or part of such section.

SECTION 6. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its adoption.

{Remainder of the page intentionally left blank. Signatures begin on the next page.}

RESOLUTION NO. 2018-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CONVEYANCE OF CERTAIN PRESERVE TRACTS FROM THE DEVELOPER, TAYLOR MORRISON ESPLANADE NAPLES, LLC; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE; ACKNOWLEDGING THE SATISFACTION OF VARIOUS DEVELOPER CONTRIBUTION REQUIREMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Flow Way Community Development District this 18th day of September, 2018.

Attest:

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Adam Painter, Vice Chairman

RESOLUTION NO. 2018-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CONVEYANCE OF CERTAIN PRESERVE TRACTS FROM THE DEVELOPER, TAYLOR MORRISON ESPLANADE NAPLES, LLC; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE; ACKNOWLEDGING THE SATISFACTION OF VARIOUS DEVELOPER CONTRIBUTION REQUIREMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit "A"

[Attach Letter from District Engineer]

September 4, 2018

Flow Way Community
Development District
c/o JPWard & Associates, LLC,
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334

Re: Tracts P-1, P-2, P-3, P-4, P-6 and P-7, Esplanade Golf and Country Club of Naples, a subdivision according to the plat thereof recorded in Plat Book 53, Page 1, of the Public Records of Collier County, Florida 9 (“Preserve Tracts”) Engineer’ Certificate


I, Jeremy L. Fireline, P.E. an authorized representative of Waldrop Engineer, P.A., the Engineer of Record for Flow Way Community Development District (the “District”), hereby certify to the District the following items:

1. Waldrop Engineer, P.A. has conducted an on-site inspection of the Preserve Tracts in connection with the conveyance of the Preserve Tracts to the District for operation and maintenance. All approvals and permits for the ownership, operation and maintenance of the Preserve Tracts have been obtained, or can reasonably be expected to be obtained, from applicable regulatory agencies.
2. The Preserve Tracts that are being conveyed to the District by Taylor Morrison Esplanade Naples, LLC (the “Developer”) are part of the Project as described in the Flow Way Community Development District Master Engineer’s Report prepared by Waldrop Engineering, Inc. and dated August, 2013 (“Master Engineer’s Report”), as supplemented (collectively, the “Engineer’s Report”).
3. The Preserve Tracts, as part of the Project, specifically benefit the property within the boundaries of the District and/or are reasonably and logically related to the purposes of the District and specifically benefit property within the boundaries of the District as described in the Engineer’s Report.
4. The Preserve Tracts comprise approximately 1,024.82 acres as shown in the attached Exhibit “A”.

Based upon closing data submitted by the Developer to the District, the Developer originally paid \$17,847 per acre for the land originally comprising the Esplanade Golf and Country Club of Naples, which land included the Preserve Tracts. Assuming said value per acre of the Preserve Lands, the value of the Preserve Lands is estimated by the District to have a value of approximately \$18,289,962.50. Based upon such a valuation, the contribution of the Preserve Tracts would satisfy outstanding developer contributions arising as part of the Series 2013, Series 2015, Series 2016, Series 2017 and the anticipated Series 2018 bond issuances.

Should you have any questions or require additional information, please do not hesitate to call our office at (941) 378-8400.

Sincerely,

A handwritten signature in blue ink, appearing to be 'J. Fireline', with a long, sweeping flourish extending upwards and to the right.

Waldrop Engineering, P.A.

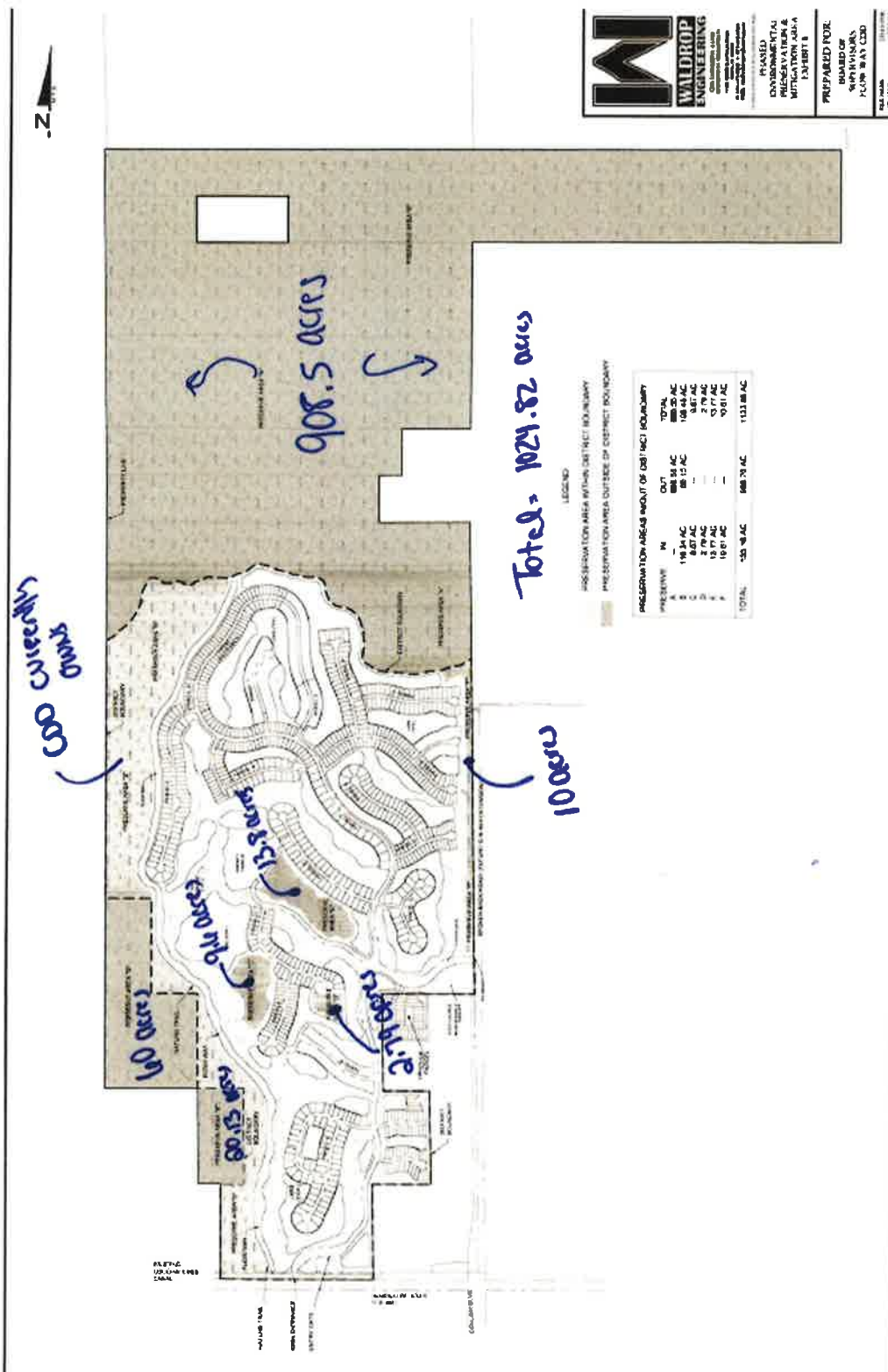
Jeremy Fireline, P.E.

Project Manager

Enclosures

cc: Drew Miller, Taylor Morrison of Florida, Inc.

Exhibit "A"



RESOLUTION NO. 2018-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT ACCEPTING THE CONVEYANCE OF CERTAIN PRESERVE TRACTS FROM THE DEVELOPER, TAYLOR MORRISON ESPLANADE NAPLES, LLC; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE; ACKNOWLEDGING THE SATISFACTION OF VARIOUS DEVELOPER CONTRIBUTION REQUIREMENTS; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit "B"

[Attach Special Warranty Deed]

[Attach Bill of Sale]

[Attach HOA Board Resolution]

[Attach Quitclaim Deed]

[Attach Assignment of Dedications]

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

Consideration: \$10.00

(space above this line for recording data)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2018 between **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, whose post office address is 4900 North Scottsdale Road, Suite 2000, Scottsdale, Arizona 85251, as grantor ("**Grantor**"), and **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334 as grantee ("**Grantee**").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the following land lying and being in **Collier County, Florida**:

Tracts P-1, P-2, P-3, P-4, P-6 and P-7, Esplanade Golf and Country Club of Naples, a subdivision according to the plat thereof recorded in Plat Book 53, Page 1, of the Public Records of Collier County, Florida.

SUBJECT TO: real estate taxes for the year 2018 and subsequent years; zoning, building code and other use restrictions imposed by governmental authority; outstanding oil, gas and mineral rights of record, if any; any restrictions, reservations and easements common to the subdivision.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of Grantee forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on the day and year first written above.

GRANTOR:

TAYLOR MORRISON ESPLANADE NAPLES, LLC, a Florida limited liability company

WITNESSES:

By: **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation,
its Manager and Majority Member

Signature
Printed Name: _____

By: _____
Name: _____
Title: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ of _____, 2018, by _____, as _____ of Taylor Morrison of Florida, Inc., a Florida corporation, Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, on behalf of the companies, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

BILL OF SALE, ABSOLUTE
Preserve Tracts

On this ____ day of _____, 2018, **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, authorized to conduct its affairs in the State of Florida ("**Grantor**"), in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00), lawful money of the United States, and other good and valuable consideration, to be paid by **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes ("**Grantee**"), the receipt of which is acknowledged, grants, bargains, sells, transfers, and delivers unto Grantee, its successors and assigns, the following goods and chattels:

Grantor's right, title and interest in and to any improvements including any exotic vegetation removal, mitigation, monitoring, plantings, and/or environmental restoration (the "Transferred Improvements"), relating to the land described on Exhibit "A" attached (the "Property").

Grantor, for itself and its successors and assigns, covenants to Grantee, its successors and assigns, that (1) it is the lawful owner of the goods and chattels, which are free and clear from all encumbrances; (2) it has good right, title and authority to sell and convey the same, and (3) Grantor will warrant and defend the sale and conveyance of the Property, goods, and chattels made, unto Grantee, its successors and assigns, against the lawful claims and demands of all persons and entities.

Grantor has executed this Bill of Sale on the day and year written above.

GRANTOR:

Witnesses:

TAYLOR MORRISON ESPLANADE NAPLES, LLC, a Florida limited liability company

Signature
Printed Name: _____

By: **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation
its Manager and Majority Member

Signature
Printed Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ of _____, 2018, by _____, as _____ of Taylor Morrison of Florida, Inc., a Florida corporation, Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, on behalf of the companies, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

EXHIBIT "A"

The Transferred Improvements are located in the following tracts:

Tracts P-1, P-2, P-3, P-4, P-6 and P-7, Esplanade Golf and Country Club of Naples, a subdivision according to the plat thereof recorded in Plat Book 53, Page 1, of the Public Records of Collier County, Florida.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
ESPLANADE GOLF & COUNTRY CLUB OF NAPLES, INC.
A Florida Not-For-Profit Corporation**

The undersigned, being all of the Directors of the Esplanade Golf & Country Club of Naples, Inc., a Florida not-for-profit corporation (“Club”) do hereby adopt the following resolutions pursuant to the Articles of Incorporation and Bylaws of the Association and in accordance with Chapter 720, Florida Statutes.

WHEREAS, the Club is responsible for the development and maintenance of the common areas of Esplanade Golf & Country Club of Naples (“Community”) known as “Club Property,” pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Esplanade Golf & Country Club of Naples, recorded in Official Records Book 4932, at Page 1245, as amended from time to time (the “Declaration”);

WHEREAS, pursuant to Article II, Section 2 of the Declaration, Taylor Morrison Esplanade Naples, LLC, the Declarant under the Declaration, reserves the right to convey any of the Club Property described in Article II of the Declaration to Flow Way Community Development District (“CDD”). In such case, the Club Property so conveyed to the CDD shall become CDD Property and shall be operated, owned and maintained by the CDD. Included in such Club Property under Article II of the Declaration are the Preserve Tracts of the Community generally known as tracts “P1” through “P7”; and

WHEREAS, the Declarant has elected to convey those certain Preserve Tracts more particularly described on Exhibit “A” attached hereto and incorporated herein by reference (“Property”) to the CDD.

THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves and agrees to the conveyance of the Property to the CDD and quitclaims any interest of the Club in and to the Property.

BE IT FURTHER RESOLVED, the Board authorizes and directs Anthony J. Burdett, as President of the Club (or the Vice President in the President’s absence) to execute any and all documentation necessary or required in conjunction with the conveyance of the Property to the CDD in order to effectuate the determination of the Declarant that the Property shall become CDD Property.

{Remainder of the page intentionally left blank. Signatures begin on the next page.}

IN WITNESS WHEREOF, the undersigned have executed this Resolution effective as of the ____ day of August, 2018.

DIRECTORS:

Christopher G. Long

Andrew Miller

Exhibit "A"

Tracts P1, P2, P3, P4, P6 and P7, Esplanade Golf and Country Club of Naples, according to the plat thereof as recorded in Plat Book 53, pages 1 through 64, inclusive, of the Public Records of Collier County, Florida.

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

Consideration: \$10.00

(space above this line for recording data)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this ____ day of _____, 2018 between **ESPLANADE GOLF & COUNTRY CLUB OF NAPLES, INC.**, a Florida not-for-profit corporation, whose post office address is 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232, as grantor ("**Grantor**"), and **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, whose address is c/o JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, FL 33334, as grantee ("**Grantee**").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described land and any and all improvements located thereon, situate, lying and being in **Collier County, Florida**:

Tracts P-1, P-2, P-3, P-4, P-6 and P-7, Esplanade Golf and Country Club of Naples, a subdivision according to the plat thereof recorded in Plat Book 53, Page 1, of the Public Records of Collier County, Florida.

SUBJECT TO: restrictions, reservations and easements of record.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of Grantee forever.

[Remainder of page intentionally left blank. Signature appears on next page.]

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on the day and year first written above.

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

Witnesses:

Signature
Printed Name: _____

By: _____

Name: _____

Title: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this _____ of _____, 2018, by _____, as _____ of Esplanade Golf and Country Club of Naples, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

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

(space above this line for recording data)

ASSIGNMENT OF DEDICATIONS

THIS ASSIGNMENT OF DEDICATIONS (this “**Assignment**”) is made and executed as of this _____ day of _____, 2018, by **ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, INC.**, a Florida not-for-profit corporation (“**Assignor**”) in favor of **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (“**Assignee**”).

Assignor grants, conveys, assigns, transfers, and sets over unto Assignee, its legal representatives, successors and assigns for the purpose of providing public facilities including, without limitation, preserves the right, title and interest that Assignor has or may have under the laws of the State of Florida or otherwise in, to, and under, each of the following dedications (the “**Dedications**”):

Preserve Tracts P1 through P7, inclusive, shown on the plat of Esplanade Golf and Country Club of Naples, as recorded in Plat Book 53, Pages 1 through 64, in the Public Records of Collier County, Florida.

Assignor assigns the Dedications to Assignee, its legal representatives, successors and assigns to and for their uses forever with the right of substitution and subrogation to Assignee in and to all covenants and warranties given or made with respect to the Dedications or any part of the Dedications to the extent the covenants and warranties are assignable or can be enforced, at Assignee’s expense, for Assignee’s benefit.

Assignor does for itself and its legal representatives, successors and assigns, covenants to Assignee, its legal representatives, successors and assigns that (1) Assignor is the lawful owner of the Dedications; (2) the Dedications are free from all encumbrances; (3) Assignor has good right to assign the Dedications; and (4) it will warrant and defend this Assignment unto Assignee, its legal representatives, successors and assigns against lawful claims and demands of all persons and entities.

{Remainder of the page intentionally left blank. Signatures begin on the next page.}

Assignor has caused this instrument to be executed as of the day and year first written above.

ASSIGNOR:

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

Witnesses:

Signature
Printed Name: _____

By: _____

Name: _____

Title: _____

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this ____ of _____, 2018,
by _____, as _____ of Esplanade Golf and Country Club of Naples, Inc.,
a Florida not-for-profit corporation, on behalf of the corporation, who is () personally known to me or ()
has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____

(Type or Print)

My Commission Expires:

ACCEPTANCE BY ASSIGNEE

The foregoing Assignment of Dedications is accepted as of the date first above written by FLOW WAY COMMUNITY DEVELOPMENT DISTRICT.

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT,**
a community development district

ATTEST:

James P. Ward, Secretary

By: _____
Adam Painter, Vice Chairman

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me, this ____ of _____ 2018, by Adam Painter, as Vice Chairman of Flow Way Community Development District on behalf of the community development district, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the District, who () is personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

RESOLUTION 2018-15

A RESOLUTION OF THE BOARD OF SUPERVISOR'S OF THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF TURRELL, HALL AND ASSOCIATES INC., AS ENVIRONMENTAL ASSET MANAGER AND FILED MANAGEMENT SERVICE FOR THE ENVIROMENTAL PRESERVES OF THE DISTRICT, AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District ("**Board**") must employ and fix compensation of a "**DISTRICT ENVIRONMENTAL ASSET MANAGER;**" and

WHEREAS, the Board of Supervisors of the Flow Way Community Development District desires to appoint the firm of Turrell, Hall and Associates, inc as ("**DISTRICT ENVIRONMENTAL ASSET MANAGER**"), and to compensate in the same manner prescribed in the agreement, a copy of which is attached as Exhibit "A"

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

SECTION 1. APPOINTMENT OF DISTRICT ENVIRONMENTAL ASSET MANAGER. Turrell, Hall and Associates, LLC, is hereby appointed Interim District Environment Asset Manager.

SECTION 2. AUTHORIZATION OF COMPENSATION. Turrell, Hall and Associates, Inc. shall be compensated for their services in such capacity in the manner prescribed in the representation agreement, attached hereto as Exhibit "A".

SECTION 3. SEVERABILITY AND INVALID PROVISIONS. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

SECTION 4. CONFLICT. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor's in conflict are hereby repealed to the extent of such conflict.

SECTION 5. PROVIDING FOR AN EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

RESOLUTION 2018-15

A RESOLUTION OF THE BOARD OF SUPERVISOR'S OF THE FLOW WAY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE FIRM OF TURRELL, HALL AND ASSOCIATES INC., AS ENVIRONMENTAL ASSET MANAGER AND FILED MANAGEMENT SERVICE FOR THE ENVIROMENTAL PRESERVES OF THE DISTRICT, AND PROVIDING FOR SEVERABILITY AND INVALID PROVISIONS; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

PASSED AND ADOPTED this 18th day of September, 2018.

ATTEST:

Flow Way Community Development District

James P. Ward, Secretary

Adam Painter, Vice Chairman



TURRELL, HALL & ASSOCIATES, INC.

MARINE & ENVIRONMENTAL CONSULTING

3584 Exchange Avenue, Suite B • Naples, Florida 34104-3732 • (239) 643-0166 • Fax 643-6632 • marielle@thanaples.com

June 19, 2018

Flow Way Community Development District
Attn: Jim Ward
2900 Northeast 12th Terrace, Suite 1
Oakland Park, FL 33334

**Re: Proposal for Environmental Services
Esplanade Golf & Country Club**

Dear Mr. Ward:

Turrell, Hall & Associates, Inc. is pleased to provide you with this proposal for environmental services. Based on our emails it is our understanding you wish for us to provide you with a proposal to cover permit compliance services from April through December 31st, 2018. As you are aware we are approaching the monitoring season and the bulk of our work is going to happen moving forward from June/July through probably November, depending on the wet season rainfall totals this year. In to satisfy state and federal permit conditions for 2018 the following scope of services is provided.

Task 1: Drafting of Preserve Maintenance bid proposal documents, preparation and attendance at pre-bid site meeting, coordination with bidding contractors, review and summary of bids received, and final recommendation of contractor to CDD Board.

..... **\$1,500.00**

Task 2: Monthly site visits, inspections of the exotic removal work and reviewing pay requests.
..... **T&M Not to Exceed \$13,350.00**

Task 3: Annual monitoring and reporting of the status of the preserve system, including separate reports for the South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (USACE).
..... **\$8,000.00**

Task 4: Perform fish sampling during periods of standing water and submit report of findings to U.S. Fish & Wildlife Service per the requirements of their Biological Opinion (BO). The cost is given as a Not to Exceed and accounts for monthly sampling from June through December, however the monitoring timeframe is strictly dependent on how long water stands onsite to a level where fish sampling can occur. If the wet season is shorter than normal or rainfall totals are lower, then the actual time and costs will be lower.
..... **T&M Not to Exceed \$10,350.00**

Task 5: Attend meeting of the CDD Board and/or committees, as requested.
..... **T&M Not to Exceed \$350.00 per meeting**

Please feel free to call me with any questions regarding this proposal or the permit process.

Sincerely,

Timothy Hall
Vice President

**NORTHERN
PRESERVE
AREA 1
(322.8 AC.)**

**NORTHERN
PRESERVE
AREA 2
(565.6 AC.)**

**WESTERN
PRESERVE
(189.8 AC.)**

**INTERNAL
PRESERVE 1
(9.7 AC.)**

**WADING BIRD
FORAGING
AREAS
(8.7 AC.)**

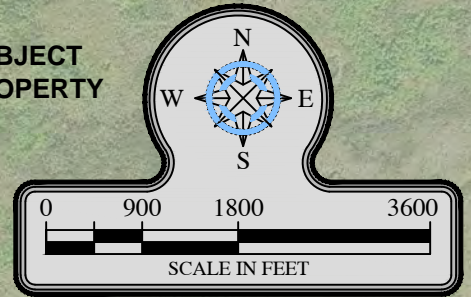
**INTERNAL
PRESERVE 2
(13.8 AC.)**

**INTERNAL
PRESERVE 4
(10.6 AC.)**

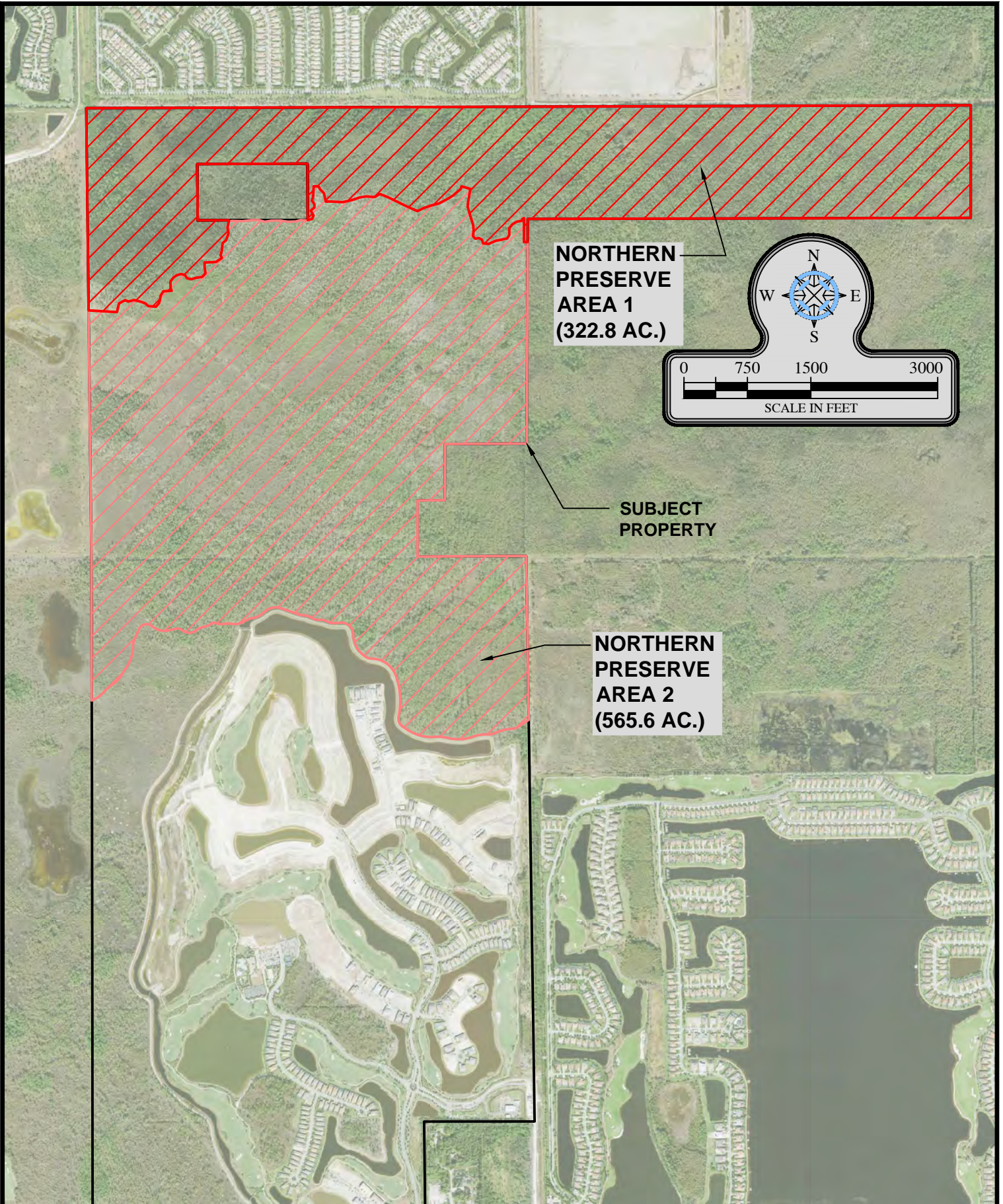
**INTERNAL
PRESERVE 3
(2.8 AC.)**

**INTERNAL
PRESERVE 5
(0.80 AC.)**

**SUBJECT
PROPERTY**



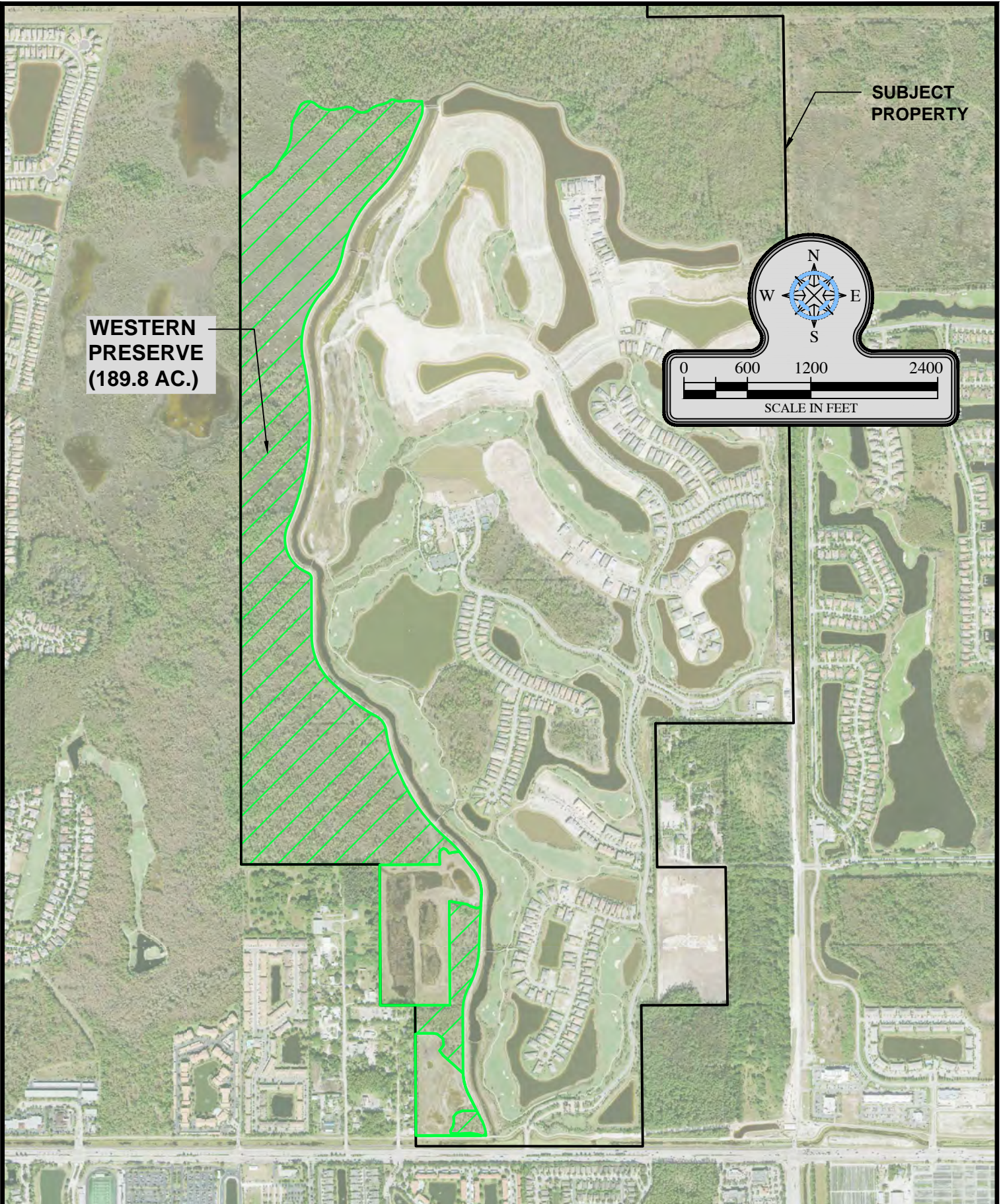
DESIGNED:	TH	REVISION:		TAB NAME:	OVERALL
DRAWN BY:	RMJ		N/A	SHEET:	
CREATED:	06-21-17		N/A	SCALE:	AS SHOWN
JOB NO.:	9418		N/A		
SECTION- TOWNSHIP- 48 S RANGE- 26 E					



Turrell & Associates, Inc.
 Marine & Environmental Consulting
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732
 Email: tuma@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

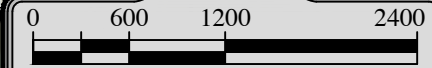
ESPLANADE
NORTHERN PRESERVE AREAS

DESIGNED:	TH	REVISION:	TAB NAME:	NORTH 1
DRAWN BY:	RMJ	N/A	SHEET:	
CREATED:	06-21-17	N/A	SCALE:	AS SHOWN
JOB NO.:	9418	N/A		
SECTION- TOWNSHIP- 48 S RANGE- 26 E				



**WESTERN
PRESERVE
(189.8 AC.)**

**SUBJECT
PROPERTY**



SCALE IN FEET



Turrell & Associates, Inc.
Marine & Environmental Consulting

3584 Exchange Ave. Suite B. Naples, FL 34104-3732

Email: tuna@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

ESPLANADE

WESTERN PRESERVE

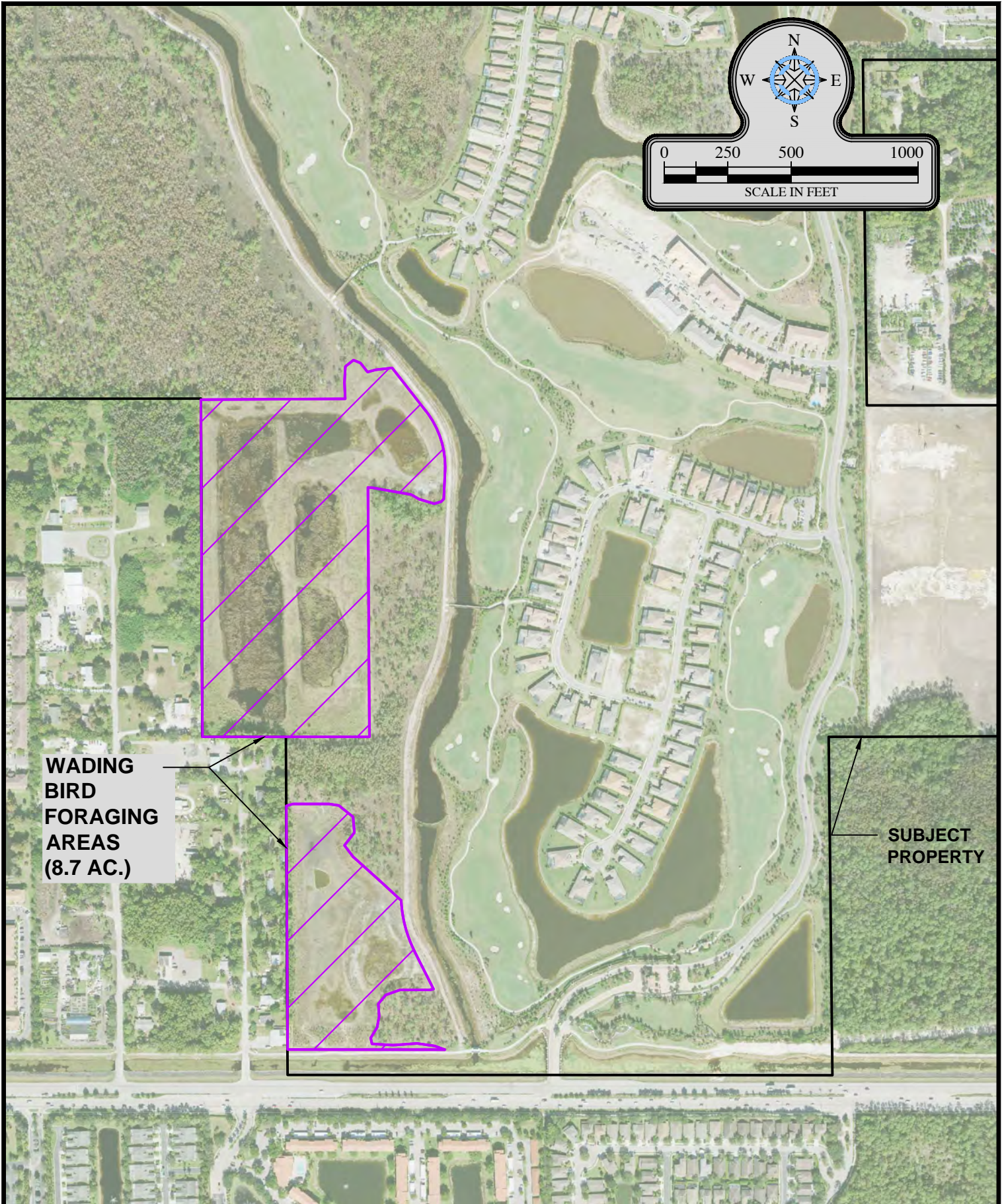
DESIGNED:	TH	REVISION:		TAB NAME:	OVERALL
DRAWN BY:	RMJ		N/A	SHEET:	
CREATED:	06-21-17		N/A	SCALE:	AS SHOWN
JOB NO.:	9418		N/A		
SECTION- TOWNSHIP- 48 S RANGE- 26 E					



 **Turrell & Associates, Inc.**
 Marine & Environmental Consulting
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732
 Email: tuna@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

ESPLANADE
 INTERNAL PRESERVES

DESIGNED:	TH	REVISION:	TAB NAME:	OVERALL
DRAWN BY:	RMJ	N/A	SHEET:	
CREATED:	06-21-17	N/A	SCALE:	AS SHOWN
JOB NO.:	9418	N/A		
SECTION- TOWNSHIP- 48 S RANGE- 26 E				



**WADING
BIRD
FORAGING
AREAS
(8.7 AC.)**

**SUBJECT
PROPERTY**



Turrell & Associates, Inc.
Marine & Environmental Consulting

3584 Exchange Ave. Suite B. Naples, FL 34104-3732

Email: tuna@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

ESPLANADE

WADING BIRD FORAGING AREAS

DESIGNED:	TH	REVISION:		TAB NAME:	OVERALL
DRAWN BY:	RMJ		N/A	SHEET:	
CREATED:	06-21-17		N/A	SCALE:	AS SHOWN
JOB NO.:	9418		N/A		
SECTION- TOWNSHIP- 48 S RANGE- 26 E					

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

PRESERVE MAINTENANCE

BID SPECIFICATIONS

June 2018

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NUMBER</u>
TABLE OF CONTENTS.....	2
NOTICE TO BIDDERS.....	3
INSTRUCTION TO BIDDERS.....	4
PRESERVE MAINTENANCE AGREEMENT.....	7
EXHIBIT A SCOPE OF SERVICES.....	17
EXHIBIT B BID SCHEDULE.....	22
EXHIBIT C PRESERVE AREA BOUNDARY MAPS.....	24

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (JAMES P. WARD C/O JPWARD & ASSOCIATES, LLC) AT (954) 658-4900, JIMWARD@JPWARDASSOCIATES.COM, OR 2900 Northeast 12th Terrace,, Suite 1, Oakland Park FL 33334.

**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 pre-bid 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**

**SECTION 1
INSTRUCTION TO BIDDERS**

- 1.1 SEALED PROPOSALS-** Sealed proposals will be received at the time and place designated herein for furnishing all transportation, labor, materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.
- 1.2 DEFINITION OF TERMS-** Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:
- District:** Flow Way Community Development District
- Bidder:** Any Person, firm or corporation submitting a proposal for the work covered by these specifications or his duly authorized representative.
- Contractor:** The person, firm or corporation with whom the District has executed a contract for the work herein specified.
- Manufacturer or Supplier:** Any person, firm or corporation other than the contractor, supplying labor, material or equipment for the work herein specified.
- 1.3 DELIVERY OF PROPOSALS-** The proposer shall submit a sealed and clearly marked envelope that includes the eight (8) printed proposals, an electronic version in pdf format to be marked as follows: "Flow Way Community Development District - Preserve Maintenance Proposals" to Turrell, Hall and Associates, 3584 Exchange Ave, Naples, Florida 34104 on or before 3:00 PM on August 3, 2018.
- 1.4 PROPOSAL FORMS-** The Bidder shall submit their proposal on the forms, or an exact copy of the forms furnished herein. The blank spaces shall be filled in completely and correctly for each item and for every item for which a bid is tendered. The Bidder shall state the price, typewritten or in ink, for which the Bidder proposes to do each item of work called for.
- 1.5 SIGNATURE ON PROPOSAL-** The Bidder shall sign its proposal correctly. If the proposal is made by an individual, its name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of its authority to do so.
- 1.6 FAMILIARITY WITH LAWS-** The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure of the Bidder to familiarize itself with applicable laws will in no way relieve the Bidder from responsibility. By execution of the proposal, Bidder represents the Bidder has familiarized itself with all such laws, ordinances, rules and regulations.
- 1.7 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK-** The Bidder is required, before submitting its proposal, to visit the site of the proposed work and familiarize itself with the nature and extent of the work and any local conditions that

may in any manner affect the work to be done and the equipment, materials and labor required. The Bidder is also required to examine carefully the specifications, form of agreement, and to inform itself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

1.8 QUALIFICATION OF BIDDERS- It is required that all Bidders enclose with their sealed bids the following information:

- A.** A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Collier County Occupational License w/number and date of expiration, Restricted Pesticide License status, proof of suitable financial status, and current availability to handle projected workload.
- B.** Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.
- C.** List similar contracts for preserve maintenance now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.
- D.** The contractor agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.
- E.** The contract will be awarded only to responsible contractors qualified by experience to do the work specified herein. The Bidder shall submit, with its bid, satisfactory evidence of its experience in like work and that the Bidder is fully prepared with the necessary organization, capital, equipment, and machinery to complete the work to the satisfaction of the District within the time stated in the proposal.

1.9 DISQUALIFICATION OF BIDDER- More than one bid from an individual, firm, partnership, corporation or association under the same or different name will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced in the sole and absolute discretion of the District will be rejected.

1.10 Cone of Silence- The Cone of Silence shall be in effect for all vendors at the time the bid specifications are received from the District until the Board deliberates on the making of an award, there is a prohibition on communications with any District Board Members. The cone of silence does not apply to oral communications at the pre-bid/proposal meeting, oral presentations before selection committees, contract negotiations, and public communications in writing. All communications prior to proposal will be through Mr. Tim Hall at Tim@THANaples.com or by phone at 239-643-0166.

- 1.11 RIGHT TO REJECT PROPOSALS-** The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities. Bidders not receiving a contract award shall not be entitled to recover from the District any costs of bid or proposal preparation or submittal. Rejections of bids shall be provided in writing to all Bidders by facsimile, e-mail, United States Mail or by hand delivery.
- 1.12 AWARD OF CONTRACT-** The award of the contract portions thereof as set forth hereafter, if it is awarded, will be to the lowest responsive* and responsible** high quality Bidder whose qualifications indicate the award will be in the best interest of the District and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidders and the District is satisfied that the Bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the District within the time specified.
- 1.13 EXECUTION OF CONTRACT-** Immediately following the award of the contract to the Bidder by the District, the District Counsel will prepare a formal contract to be executed by the parties, which contract will be in substance the same as the form of contract which is attached to the various papers which were delivered by the District or its representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the District the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the State of Florida.
- 1.14 TERM AND AWARD-** the District reserves the right to hold all bids for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors. Term of contract will be for one year with automatic annual renewal per Article 5 within Preserve Maintenance Agreement.
- 1.15 BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the District.
- 1.16 *Responsive Bidder:** Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.
- 1.17 ** Responsible Bidder:** Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.
- 1.18 Public Records-** Contractor awarded this bid will be subject to Florida Statutes, Section 119.0701, enacted by the State of Florida, which relates to any public record requests involving this contract. If the contractor has questions regarding Chapter 119 of the Florida Statutes, to their duty to provide – the contractor public records relating to the contract, please contact the District Manager, Mr. James Ward, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334, or e-mail at JimWard@jpwardassoc.com

PRESERVE MAINTENANCE AGREEMENT

THIS PRESERVE MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____, 2018, by and between **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Collier County, Florida (the “District”) and _____, a Florida _____ (the “Contractor”).

WITNESSETH:

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems, landscaping, and other infrastructure within the Flow Way community; and

WHEREAS, included within the maintenance responsibilities of the District is the responsibility to maintain certain preserve areas within its boundaries; and

WHEREAS, the District desires to employ the Contractor to provide preserve maintenance services within the District; and

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

WHEREAS, the District desires to employ the Contractor as an independent contractor to provide the services described herein for the compensation and upon the terms, conditions and provisions hereinafter set forth.

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 hereby acknowledged by the parties hereto, it is mutually agreed by and between the parties hereto as follows:

1. **RECITALS.** That the above recitals are true and correct and are incorporated herein.

2. **DESCRIPTION OF WORK AND SERVICES.**

A. The District desires that the Contractor provide professional exotic vegetation control and preserve maintenance services of the very highest quality. Following the execution of this Agreement by both parties, the Contractor shall provide the District with the specific services identified in this Agreement commencing as of _____, 201_ (“Commencement Date”).

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. **SCOPE OF PRESERVE MAINTENANCE SERVICES.** The monthly duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as Exhibit "A" attached hereto and made a part hereof (the "Work") and those other obligations set forth herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties or in any authorized written work order from the District issued in connection with this Agreement and accepted by the Contractor). All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards in Lee County, Florida. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any other work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than four (4) time(s) per year, and at the request of the District, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of preserve related items that should be performed before the next periodic walk through. The District will be responsible for scheduling the inspections. The District must have no less than seven (7) days' notice if there is a need to reschedule. Notwithstanding, the walkthroughs with the District contemplated by this subsection, Contractor remains responsible for making appropriate weekly inspections of the entire property subject to the Work.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor, at the Contractor's sole cost and expense, agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

E. A monthly written report shall be prepared and submitted by Contractor to the District representative on an agreed upon form provided by the contractor. A representative of Contractor

shall be available to attend regular meetings of the District's Board of Supervisors, if requested by the District's Board of Supervisors.

F. It is the responsibility of the Contractor to make a reasonable effort to notify the District of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following vandalism and/or other abuse of property.

5. COMPENSATION; TERM.

A. The term of this Agreement shall be for five (5) years from the Commencement Date through December 31, 2023 (the "Term"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms and price hereof (hereinafter, "Annual Renewal Term") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

As compensation for the Work described in this Agreement, the District agrees to pay Contractor as follows: Contractor shall be paid by the District on a percentage completion basis (Number of acres completed in each management area) at the agreed upon price for each management area as outlined in the "Schedule of Values".

B. The District will require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment compensation contributions, and similar payroll deductions from the wages of employees.

C. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, electronically to Tim Hall, (Turrell, Hall and Associates, INC., TIM@THANaples.com), which shall be emailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. WARRANTIES. The Contractor warrants that Work performed and all goods delivered under this Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. The Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship. By executing this Agreement, the Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the site, and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be

encountered in performing the Work pursuant to the Agreement. The Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

7. **SAFETY.** The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter “OSHA”) and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor’s work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

8. **INSURANCE.**

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers’ Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker’s compensation). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best’s Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

9. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor assumes liability for and shall indemnify, defend and save harmless the District as well as its supervisors, members, employees,

officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the Contractor's presence within Flow Way for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates the Contractor to indemnify and save harmless the District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of the Contractor's or their subcontractors at the site. The Contractor understands and agrees that it is obligated and shall indemnify the District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of the Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. The Contractor's obligation to indemnify and defend the District is absolute, including instances where the District are found potentially liable, responsible or at fault and in those instances where the District's own negligence or actions caused said damage or injury in part. Notwithstanding the above, the Contractor shall not be required to indemnify and defend the District for damages found by a Court to have been caused solely by the District gross negligence or the willful, wanton or intentional misconduct of the District or their employees, officers, directors, successors and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

10. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

11. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

12. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

14. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

15. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the District. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, the 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 the District may have against the Contractor.

16. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. ASSIGNMENT. The Contractor may not assign this Agreement without the prior written approval of the District.

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the 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. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the 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 a high level of skill necessary to perform the work. This Agreement shall not be construed as

creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

19. PUBLIC RECORDS. CONTRACTOR understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, CONTRACTOR agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. CONTRACTOR acknowledges that the designated public records custodian for the DISTRICT is Sandra Demarco ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the CONTRACTOR shall 1) keep and maintain public records required by the DISTRICT to perform the Services; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the CONTRACTOR does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in CONTRACTOR's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the CONTRACTOR, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of CONTRACTOR to comply with Section 119.0701, Florida Statutes may subject CONTRACTOR to penalties under Section 119.10, Florida Statutes. Further, in the event CONTRACTOR fails to comply with this Section or Section 119.0701, Florida Statutes, DISTRICT shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (JAMES P. WARD C/O JPWARD & ASSOCIATES, LLC) AT (954) 658-4900, JIMWARD@JPWARDASSOCIATES.COM, OR 2900 Northeast 12th Terrace, Suite 1, Oakland Park FL 33334.

20. SEVERABILITY. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. EXHIBITS. All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

22. COMPLETE AGREEMENT. This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto

and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

23. MODIFICATIONS. This Agreement may not be amended or modified in any manner other than by an Agreement in writing signed by all of the parties hereto.

24. WAIVER. 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 construed as a waiver of any future required action or of any subsequent breach.

25. 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 thereof.

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 herein.

C. **PRONOUNS.** Pronouns used herein shall refer to every other and all genders and any word used herein 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 hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

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 hereof 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.

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

26. NOTICES. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United 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 & Associates, LLC

Attention: James P. Ward, District Manager
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
JimWard@jowardassociates.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.
Attention: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

IF TO CONTRACTOR:

Attn: _____

_____ @ _____

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 email, 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 thereto, if applicable. Legal counsel may deliver any notice on behalf of the party such counsel represents.

27. COUNTERPARTS. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all or which together shall constitute one and the same instrument.

28. VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS. In the event of litigation arising out of either party's obligations under this Agreement, venue shall lie in Lee County, Florida and the prevailing party shall be entitled to recover its 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)

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

DISTRICT:

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

James P. Ward, Secretary

By: _____
Anthony Burdett, Chairman

Dated: _____

CONTRACTOR:

_____,
a Florida _____

By: _____

Name: _____

Title: _____

Dated: _____

**PRESERVE MAINTENANCE
EXHIBIT “A”
SCOPE OF SERVICES**

Exhibit A **Scope of Services**

1. SCOPE OF WORK – The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, service, and all other necessary incidentals required to perform complete maintenance of water management area(s) as detailed below.

Each bidder shall submit one bid encompassing all proposal areas included in Exhibit “B” Bid schedule.

Exhibit “C” are maps showing the locations to be maintained by this contract.

2. DETAILED SPECIFICATIONS - The project work shall include exotic plant treatment, removal and management for the areas described below. A minimum of 2 rounds of treatment per area or as many rounds as needed in order to kill and control the exotics in each area will be required.

Wading Bird Foraging Areas (8.7 Acres) – These are the two areas in the south western portion of the preserve that were scraped down and planted in conjunction with the initial site improvement activities (PURPLE on attached map).

Maintenance – Problem vegetation has been cattails, paragrass, and torpedo grass. Recent patches of Bermuda grass have also been noted.

Work needed – Inspection for these and any other species that establish in the preserve should be done at a minimum in January and June with immediate treatment (herbicide spraying) of any growth discovered for the next 3 years. Annual inspection and treatment should be sufficient for following two years.

Internal Preserves (37.7 Acres) – These are the 5 smaller isolated areas within the development footprint (YELLOW on attached map).

Maintenance – Problem vegetation has been melaleuca and earleaf acacia in the 3 internal preserves (1, 2, & 3), grasses (para and torpedo) in the eastern boundary preserve (4), and Brazilian pepper in the Dillilo preserve (5).

Work Needed – Vegetative coverage and exotic density are both compliant with the permit conditions in four of the five of these areas. The exception is the long linear preserve which runs along the eastern boundary parallel to Broken Back Road north of the construction entrance. Paragrass and torpedograss are both present in this preserve so additional treatment should be concentrated in that area.

Internal Preserves 1, 2, 3, & 5 – annual examination and maintenance treatment in April of next three years.

Internal Preserve 4 - Inspection for paragrass, torpedograss and any other species that establish in this preserve should be done at a minimum in January and June with immediate treatment (herbicide spraying) of any growth discovered. Recommend at a minimum January and June treatments for at least next 3 years. Annual inspection and treatment should be sufficient for following two years.

Western Preserve (189.8 Acres) – This preserve area runs along the western edge of the development between the Foraging Areas and the Northern Preserve (GREEN on attached map). It was initially cleared of exotics in 2014 and has undergone one of maintenance activity. It is generally in good shape in terms of vegetative coverage but still has a lot of melaleuca seedling growth that is approaching sapling sizes.

Maintenance – Problem vegetation has been melaleuca and earleaf acacia. Inspection and treatment of woody exotics (melaleuca, etc.) should be done once a year between March and April. Inspection for and treatment of exotic grasses and herbaceous vegetation should be done twice per year for the next three years.

Work Needed – annual examination and maintenance treatment in April of next three years. Then annual inspection or more often as needed with treatment for two additional years.

Northern Preserve (888.4 Acres) – This is the main preserve of the project located north of the development area. Approximately 550 acres (PINK on attached map) were initially hand cleared in 2015. The remaining 330 acres (RED on attached map) was mechanically cleared between February and June 2017. Both areas have received a follow-up treatment between March and May 2018. Torpedograss is prevalent throughout the preserve and patches of paragrass and cogon grass have also been noted.

Maintenance – The 550 acre area that was initially treated in 2015 has undergone a maintenance re-treatment in 2018.

Work Needed – At a minimum, bi-annual examination and maintenance treatments in December/January and May/June for the next three years. Special attention will be given to getting grasses, ceasarweed, and vines under control. Annual inspection and treatment should be sufficient for following two years.

Access Lanes / Fire Management Zones – Hurricane Irma knocked over many trees which have impeded access to portions of the site. Contractor will be responsible for re-opening access lanes that are still blocked across the site. Trees periodically fall across the lanes and ongoing maintenance of the lanes through removal of the downed material is also included in the annual scope.

Schedule - It is anticipated that water levels will have receded by late December so that maintenance work can commence. Access to the preserves will be from Immokalee Road up Broken Back road, and from Bonita Beach Road down the Logan Blvd ROW to the northwest corner of the site.

If you have any questions, please do not hesitate to contact Tim Hall at the Turrell, Hall and Associates Offices (Tim@THAnaples.com).

3. MISCELLANEOUS REQUIREMENTS

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- The area to be treated includes all preserve areas.

- The Contractor shall use due care to avoid damage to adjacent lands and property. The rate of application of chemicals shall be limited to avoid fish killing, and unnecessary impact to non-weedy or desirable wetland and upland vegetation.
- The Contractor will make sure that nuisance and exotic vegetation debris is removed from all equipment prior to entry into preserves to preclude introduction of additional problem plants into the preserves.

4. REPORTS - The Contractor shall email to the District Representative after each treatment a report indicating the preserve areas treated, chemicals used, condition of preserves, number of men on the job site, and a summary of all agency required activities within mitigation areas. Contractor will provide District rep. with a list of chemicals to be applied within the project prior to commencement.

5. PAYMENT - The Contractor will be paid per Section 5 of the agreement for monthly work accomplished scheduled during the previous month's schedule. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

6. SELECTION OF BID ITEMS - In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract.

7. TOOLS, PLANTS, AND EQUIPMENT - If at any time before the commencement or during the progress of the work the equipment appears to the District Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency to improve the character to augment their number or substitute new equipment as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work, and the rate of progress necessary to complete the work within the time required by the contract, and to the satisfaction of the District.

8. INSPECTION - The work will be conducted under the direction of the District and is subject to inspection by its appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District Rep., nor shall the presence or absence of an inspector relieve the contractor from any requirements of the contract. Contractor "Manager", not applicator, shall attend and required site meetings at a time and date to be mutually determined. A ride-through of the maintenance areas will be performed at that time to check progress and correct any possible problematic areas.

9. ACCEPTANCE OF FINISHED WORK - The District Rep. will make inspections of the work covered by this contract on a monthly basis for quality control.

10. CONTRACT DRAWINGS AND SPECIFICATIONS - One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

11. QUALIFICATIONS - The Contractor shall be insured, licensed, and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicator's license.

12. DOCUMENTATION - Contractor shall include a company equipment list, employees with current spray application licenses, and staffing capacity.

Separate Sheets

Exhibit "B" – Bid Schedule

Exhibit "C" – Preserve Areas – maps

**PRESERVE MAINTENANCE
EXHIBIT “B”
BID SCHEDULE**

EXHIBIT "B"					
Flow Way CDD Preserve Areas Maintenance Bid Schedule					
Bid Spread Sheet - Esplanade Exotic Plant Management				Jun-18	THA #: 9418
Item	Description	Unit	Qty	Unit Cost	Total Cost
1	Wading Bird Foraging Areas - Year 1	LS	1		
2	Wading Bird Foraging Areas - Year 2	LS	1		
3	Wading Bird Foraging Areas - Year 3	LS	1		
4	Wading Bird Foraging Areas - Year 4	LS	1		
5	Wading Bird Foraging Areas - Year 5	LS	1		
6	Internal Preserves - Year 1	LS	1		
7	Internal Preserves - Year 2	LS	1		
8	Internal Preserves - Year 3	LS	1		
9	Internal Preserves - Year 4	LS	1		
10	Internal Preserves - Year 5	LS	1		
11	Western Preserve - Year 1	LS	1		
12	Western Preserve - Year 2	LS	1		
13	Western Preserve - Year 3	LS	1		
14	Western Preserve - Year 4	LS	1		
15	Western Preserve - Year 5	LS	1		
16	Northern Preserve Area 1 - Year 1	LS	1		
17	Northern Preserve Area 1 - Year 2	LS	1		
18	Northern Preserve Area 2 - Year 1	LS	1		
19	Northern Preserve Area 2 - Year 2	LS	1		
20	Northern Preserve Area 1 & 2 - Year 3	LS	1		
21	Northern Preserve Area 1 & 2 - Year 4	LS	1		
22	Northern Preserve Area 1 & 2 - Year 5	LS	1		
				TOTAL COST	
WRITTEN COST \$					
Available Start Date and Length of Time for Completion					
BID NOTES:					
OPTIONS					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
A	N/A				\$ -
CONTRACTOR NOTES:					

Company Signature _____ Date _____
 _____(print)

**PRESERVE MAINTENANCE
EXHIBIT “C”
PRESERVE AREA BOUNDARY MAPS**

**NORTHERN
PRESERVE
AREA 1
(322.8 AC.)**

**NORTHERN
PRESERVE
AREA 2
(565.6 AC.)**

**WESTERN
PRESERVE
(189.8 AC.)**

**INTERNAL
PRESERVE 1
(9.7 AC.)**

**WADING BIRD
FORAGING
AREAS
(8.7 AC.)**

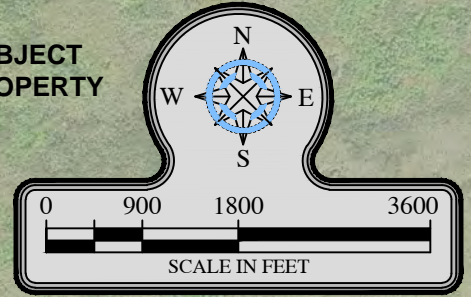
**INTERNAL
PRESERVE 2
(13.8 AC.)**

**INTERNAL
PRESERVE 4
(10.6 AC.)**

**INTERNAL
PRESERVE 3
(2.8 AC.)**

**INTERNAL
PRESERVE 5
(0.80 AC.)**

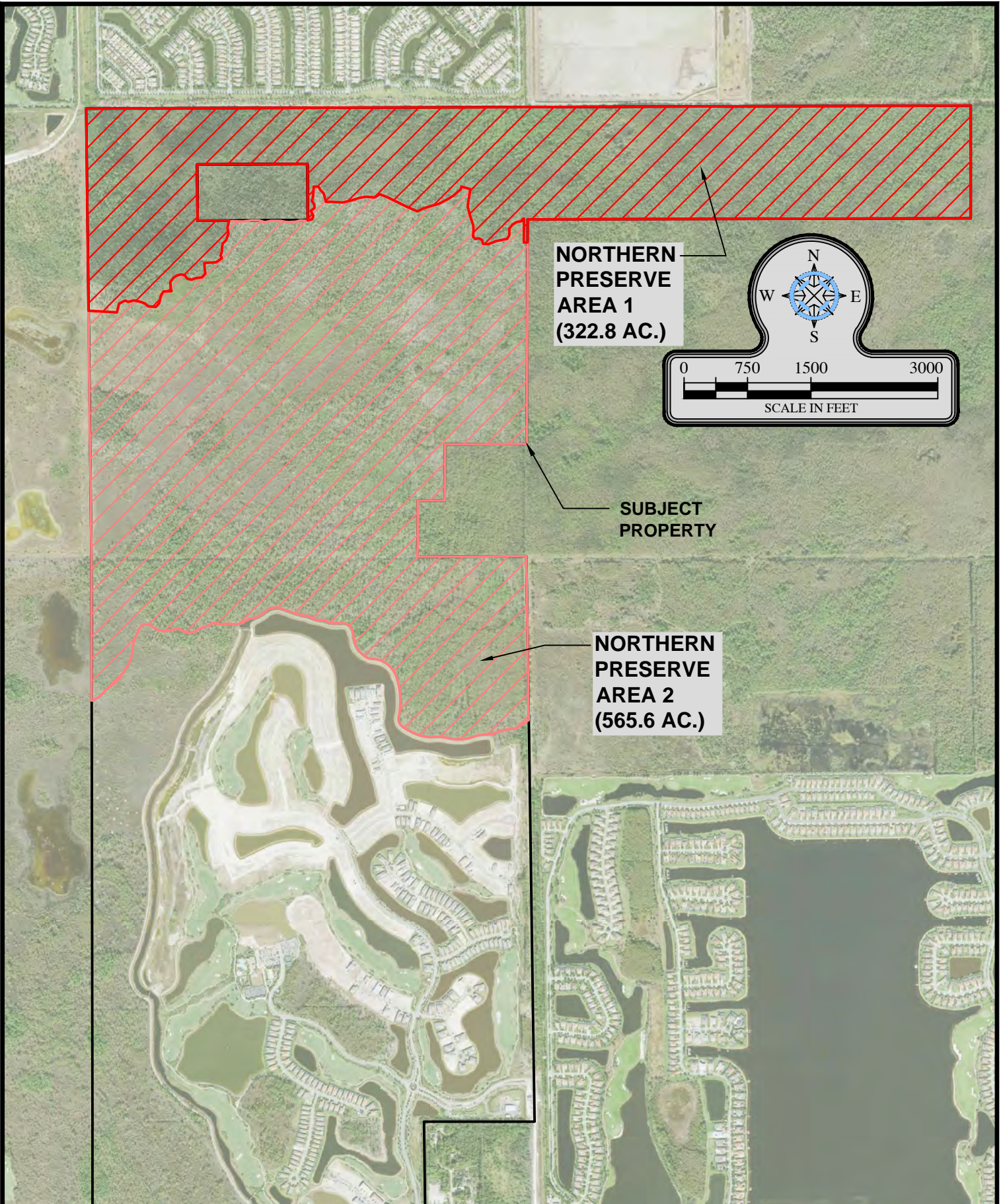
**SUBJECT
PROPERTY**



Turrell & Associates, Inc.
Marine & Environmental Consulting
3584 Exchange Ave. Suite B. Naples, FL 34104-3732
Email: tuna@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

**FLOW WAY CDD
OVERALL PRESERVE MAP**

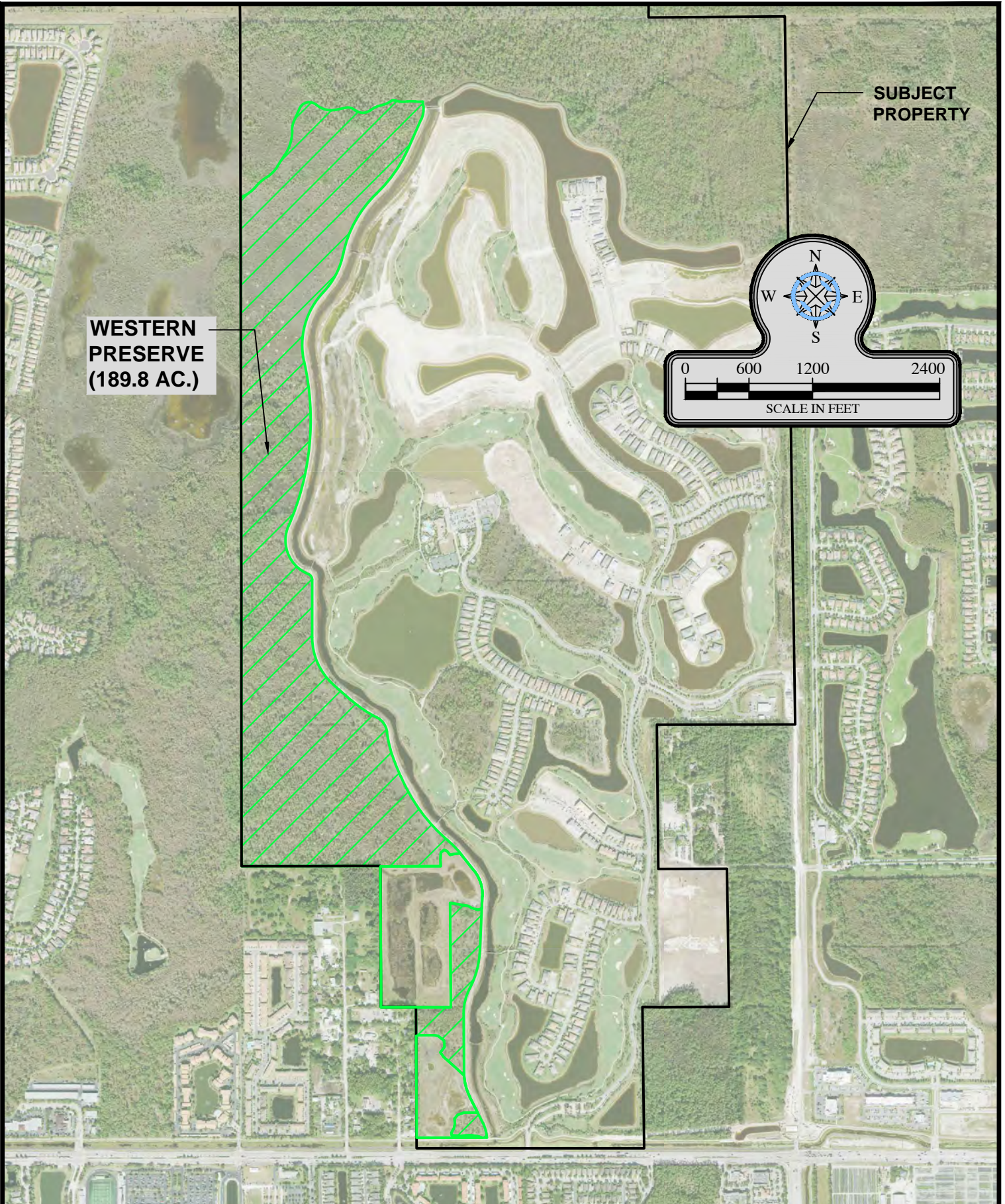
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CREATED:	06-21-17	N/A	SCALE:	AS SHOWN
JOB NO.:	9418	N/A		
SECTION- TOWNSHIP-48 S RANGE- 26 E				



Turrell & Associates, Inc.
 Marine & Environmental Consulting
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732
 Email: tuma@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

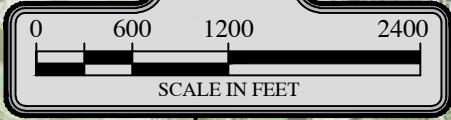
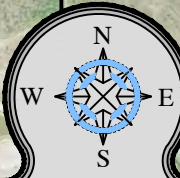
FLOW WAY CDD
NORTHERN PRESERVE AREAS

DESIGNED:	TH	REVISION:	TAB NAME:	NORTH 1
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JOB NO.:	9418	N/A		
SECTION- TOWNSHIP-48 S RANGE-26 E				



**WESTERN
PRESERVE
(189.8 AC.)**

**SUBJECT
PROPERTY**



Turrell & Associates, Inc.
 Marine & Environmental Consulting
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732
 Email: tuna@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

FLOW WAY CDD
WESTERN PRESERVE

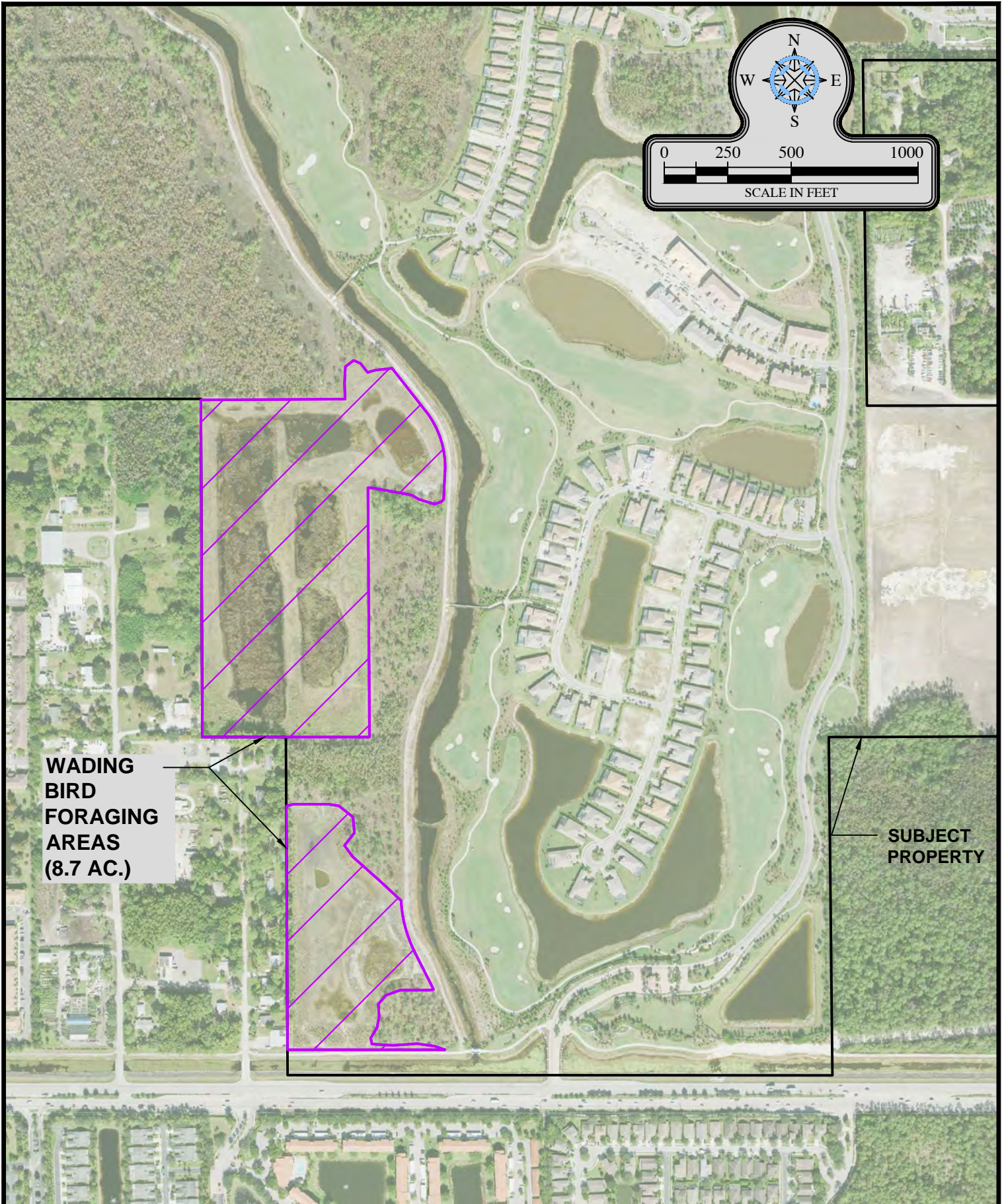
DESIGNED:	TH	REVISION:	TAB NAME:	OVERALL
DRAWN BY:	RMJ	N/A	SHEET:	
CREATED:	06-21-17	N/A	SCALE:	AS SHOWN
JOB NO.:	9418	N/A		
SECTION-		TOWNSHIP-48 S RANGE-26 E		



Turrell & Associates, Inc.
 Marine & Environmental Consulting
 3584 Exchange Ave. Suite B. Naples, FL 34104-3732
 Email: tuna@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

FLOW WAY CDD
INTERNAL PRESERVES

DESIGNED:	TH	REVISION:		TAB NAME:	OVERALL
DRAWN BY:	RMJ		N/A	SHEET:	
CREATED:	06-21-17		N/A	SCALE:	AS SHOWN
JOB NO.:	9418		N/A		
SECTION- TOWNSHIP- 48 S RANGE- 26 E					



**WADING
BIRD
FORAGING
AREAS
(8.7 AC.)**

**SUBJECT
PROPERTY**



Turrell & Associates, Inc.
Marine & Environmental Consulting

3584 Exchange Ave. Suite B. Naples, FL 34104-3732

Email: tuna@turrell-associates.com Phone: (239) 643-0166 Fax: (239) 643-6632

FLOW WAY CDD
WADING BIRD FORAGING AREAS

DESIGNED:	TH	REVISION:		TAB NAME:	OVERALL
DRAWN BY:	RMJ		N/A	SHEET:	
CREATED:	06-21-17		N/A	SCALE:	AS SHOWN
JOB NO.:	9418		N/A		
SECTION- TOWNSHIP- 48 S RANGE- 26 E					



TURRELL, HALL & ASSOCIATES, INC.

Marine & Environmental Consulting

3584 Exchange Avenue • Naples, Florida 34104-3732 • 239-643-0166 • Fax (239) 643-6632 • tuna@THAnaples.com

MEMORANDUM

TO: Jim Ward

FROM: Tim Hall

DATE: August 24, 2018

RE: Results of Preserve Maintenance Bid

We received bid submittals from the following four (4) contractors. All four submittals were made prior to the August 3, 3:00 PM deadline.

- Woods and Wetlands
- EarthBalance
- Aquatic Weed Control
- Collier Environmental Services

One company (Solitude Lake Management) which had attended the pre-bid meeting did not submit a proposal. They later sent me an email stating that they had intended to submit but other items came up that precluded them from being able to put the proposal together on time.

All four companies provided the information called for in the bid request. Three of the four also provided certificates of insurance which were not specifically requested in the Qualification of Bidders, but which was mentioned as an eventual requirement in the Preserve Management Agreement.

Company	Company Overview	Key Employees	Certifications	Equipment	References	Insurance*	5-Year Total Price
Aquatic Weed Control Inc.	Provided	Provided	Provided	Provided	Provided	Provided	\$984,025.00
Collier Environmental Services	Provided	Provided	Provided	Provided	Provided	Provided	\$1,370,055.50
EarthBalance	Provided	Provided	Provided	Provided	Provided	Provided	\$895,000.00
Woods and Wetlands	Provided	Provided	Provided	Provided	Provided	Not Provided	\$995,665.80

Given that the responsive bidders all provided information required we looked at the cost breakdown over the 5-year timeframe and noted the following.

	Annual price and Running Total Contract Price (shaded - lowest cumulative cost)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Aquatic Weed Control Inc.	\$223,760.00	\$219,015.00 (\$442,775.00)	\$196,805.00 (\$639,580.00)	\$174,595.00 (\$814,175.00)	\$169,850.00 (\$984,025.00)
Collier Environmental Services	\$334,717.50	\$334,456.50 (\$669,174.00)	\$374,615.50 (\$1,043,789.50)	\$163,133.00 (\$1,206,922.50)	\$163,133.00 (\$1,370,055.50)
EarthBalance	\$320,981.00	\$320,981.00 (\$641,962.00)	\$84,346.00 (\$726,308.00)	\$84,346.00 (\$810,654.00)	\$84,346.00 (\$895,000.00)
Woods and Wetlands	\$274,979.20	\$204,756.00 (\$479,735.20)	\$199,794.40 (\$679,529.60)	\$158,068.10 (\$837,597.70)	\$158,068.10 (\$995,665.80)

EarthBalance provided the lowest bid over the course of five years, although not the lowest Year 1 bid. For your information and consideration, EarthBalance has past history on the project site working within these preserves. As you are aware, these preserves for which the proposed contract applies were previously owned by the developer of Esplanade, Taylor Morrison Esplanade, LLC ("Developer"). The preserves are being transferred to the District for maintenance. The Developer had previously contracted with EarthBalance in 2015 to conduct the initial exotic removal on approximately 880 acres in the northern preserve areas for a fixed per/acre cost. After completing approximately 540 acres of the least dense areas, EarthBalance advised the Developer that they could not complete the remaining areas for the price contracted. EarthBalance defaulted on the contract and did not finish the work. The Developer was forced to engage a different contractor to finish the initial exotic removal work in the northern preserves at a higher cost. While the EarthBalance bid is the lowest over 5 years, it is very heavily weighted to the initial 2 years. Its first and second year costs are the second highest of all the bids. Almost \$642,000 of the \$895,000 total (72% of the bid) is expected in the first two years. By comparison, the other three bids breakdown for the first two years is between 45 to 49 percent of the total. Also, from Year 2 to Year 3 there is a \$236,635 (74%) decrease in the annual cost. It doesn't make sense that there would be such a discrepancy between the initial and subsequent years given that this is a maintenance contract and the initial exotic removal / treatment has been done. The EarthBalance year 5 maintenance cost is \$75 per acre for all of the preserve areas. This is lower than other projects that we work on and I don't believe that it is realistic given the differences in the preserve areas, the seed sources adjacent to the site, and the difficult access and timing issues associate with the annual high water levels. Similar to what happened on the initial exotic removal, there is a substantial risk to the District that EarthBalance could terminate the contract or default on the contract after the heavily weighted initial two years and leave the District in financial hardship for the future years of required maintenance. I believe that the EarthBalance proposal is an unbalanced, front loaded proposal with unrealistically low costs for years 3-5. As such, I don't believe that this is a responsible high-quality bid as required by Florida law and the bidding documents.

Aquatic Weed Control, Inc submitted the next lowest bid when viewing over the course of five years. They also have the lowest initial (Year 1) costs as well as the lowest ongoing cost through year three. Their bid also showed a gradual reduction in costs over time as they get the preserves onto an on-going maintenance schedule. By year 5 the ongoing costs range from \$150 to \$175 per acre with an overall average of \$151/acre which is consistent with other projects we work on.

Woods and Wetlands came in with the third bid in terms of overall cost over the course of five years and the second lowest Year 1 cost. Woods and Wetlands is the contractor that has been working on the northern 880-acre preserve areas for the past two seasons. They did the initial exotic removal work on the northernmost 320 acres in early 2017, completing the job that Earthbalance did not finish, and completed the maintenance treatment of the entire northern 880 acres in July 2018. Their bid is fairly consistent with the Aquatic Weed Control bid (less than \$11,000 difference over the 5 years). They are more spread out with the year 5 maintenance costs, ranging from \$65 to \$440 per acre for the different preserves but with an overall average of \$140/acre. I do have some concern with the range of the costs for the different preserve areas but note that the low and high ends are for smaller areas that don't affect the overall cost too much.

Collier Environmental Services submitted the highest bid which is mainly attributable to their initial costs. They are higher in the first two years than any of the other companies. Their year 3 cost is also much higher than any other companies. By year 5 their ongoing maintenance costs ranged from \$125 to \$165 per acre with an overall average of \$145/acre. Given the higher initial costs and highest cost overall, I would not award the contract to this bid.

As the preserve manager for the District, I would not recommend the highest or the lowest bidders (when viewing over the course of five years) for the reasons outlined above. Both Aquatic Weed Control (AWC) and Woods and Wetlands (WW) provided responsive high quality bids within the estimated budget amounts. The annual bid amounts are relatively close between the two companies and the overall bids are within 1% of each other. We believe that either company would provide good service. While there are strong reasons to support Woods and Wetlands based on their past experience on this project site and familiarity with the preserves, based on price, both the initial annual cost as well as the overall five year cost, I am recommending the District award the contract to Aquatic Weed Control as the lowest of the responsible bids received.



**FLOW WAY
COMMUNITY DEVELOPMENT DISTRICT**

PRESERVE MAINTENANCE

AUGUST 3, 2018



Lake & Wetland Management Specialists

August 2, 2018

Flow Way Community Development District
c/o Turrell, Hall and Associates
3584 Exchange Avenue
Naples, Florida 34104

RE: Request for bid for preserve maintenance

To whom it may concern:

Collier Environmental Services is pleased to submit this bid to provide preserve maintenance services to Flow Way Community Development District in response to the above referenced request for bid. We are confident that you will find Collier Environmental Services' experience suitable for the project and that we possess the capabilities to perform the work. Most importantly, Collier Environmental Services offers a proven track record of completing projects, in challenging conditions, on time, and under budget. Collier Environmental Services knows that its professional team is highly qualified to assist Flow Way Community Development District with completing the scope of services required as part of this request.

Collier Environmental Services appreciates the opportunity to respond to this request for bid and look forward to working with Flow Way Community Development District in the future. Should you require additional information regarding the submittal, please contact me at (239) 403-6802 or welliott@barroncollier.com.

Sincerely,



William B. Elliott, General Manager
Collier Environmental Services

QUALIFICATIONS:

- A. **Detailed description:** Peninsula Improvement Corporation
dba Collier Environmental Services (see Company History enclosed)
2600 Golden Gate Parkway
Naples, Florida 34105
Phone: (239) 262-2600

FEI number: 59-2072898 (See Division of Corporations enclosed for additional information)

Licenses – (copies enclosed)

Collier County Occupational License number: 892192, expires September 30, 2019

Will Elliott, FDACS, PV30942, expires 9/30/2018

Will Elliott, FDACS, CM18047, expires 9/30/2018

Will Elliott, State of Florida DEP, GV8634-1 Best Management Practices Certification

Jeremy Hardin, FDACS, CM21242, expires 8/31/2019

Concepcion Escobedo, FDACS, CM22405, expires 6/30/2021

Trade References and Certificate of Insurance: enclosed

Equipment list: see enclosed

- B. **Educational background and professional experience of personnel assigned to this project:**
(see resumes enclosed)

- C. **Preserve maintenance contracts / references:** Shaggy Cypress/Camp Keais
Collier Enterprises Management, Inc.
Contact: Ray March
Phone: (239) 657-5133

On site preserve maintenance at Ave Maria
Special District Services, Inc.
Contact: Todd Wodraska
Phone: (561) 630-4922

Winding Cypress
Pulte Group
Contact: Pat Butler
Phone: (239) 444-5790

Catherine Island
Barron Collier Partnership, LLLP
Contact: Bob Newsome
Phone: (239) 352-3950

- D. **Bid Schedule:** See completed form enclosed

Company History



COMPANY HISTORY

Established in March 2006, Collier Environmental Services is part of the Barron Collier Companies, a one hundred year-old company founded by Barron Gift Collier. Led by the Collier family and long-time, professional staff, the Barron Collier Companies is dedicated to the responsible development, management, and stewardship of its extensive land holdings and other assets in the businesses of agriculture, real estate, and mineral management. With a special emphasis on working with strategic alliances that enhance capabilities and success, as well as the core values of upholding environmental responsibility and supporting the local community, the company adds value to its business, and to all of southwest Florida.

The mission of Collier Environmental Services is to be a leading full-service environmental firm focusing on aquatic management, the restoration and enhancement of environmentally sensitive lands, re-establishing and creating wetland systems, removing invasive exotics and replanting native species as well as enhancing or establishing upland habitats for endangered species. As of 2016, Collier Environmental Services has over 850 acres of lakes and ponds under contract, and has restored, enhanced, mitigated, and managed over 10,000 acres of land in southwest Florida. Our management programs range from daily to monthly site visits in projects from small commercial developments to large upscale residential golf country clubs.

Collier Environmental Services has always focused on providing its services in a safe, efficient, and environmentally efficient and sustainable manner in order to successfully complete its projects and minimize any negative effect on the environment. Currently, the firm offers the following services:

- Aquatic Management and Littoral Planting
- Exotic and Invasive Eradication and Maintenance
- Habitat Creation, Restoration and Management (including earthwork contouring)
- Mowing Services
- Herbicide Spraying Services
- Natural Areas Enhancement and Management

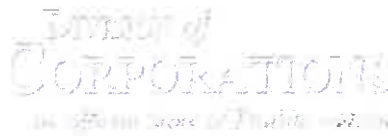
The firm's staff of twenty one (21) employees, ten (10) of which will be assigned to this project, is well qualified with experience in natural area habitat and aquatic management, agronomy, exotic/nuisance management, government affairs, and project management. The company has a successful history of completing projects of all sizes under varying conditions and we have the equipment and personnel necessary to accomplish jobs of any size.

The Collier Environmental Services operations and field office is located at 27128 County Road 846 in Immokalee, Florida, 34142. The company's administrative office, which will serve as the responsible office for this work, is located in the Barron Collier Companies corporate offices at 2600 Golden Gate Parkway, Naples, Florida, 34105. Phone (239) 262-2600.

Barron Collier Companies Agribusiness Division is also located in Immokalee, Florida. This division is comprised of five locations that possess the equipment, tools, and implements necessary for an active and successful 10,000 acre agricultural production company. Collier Environmental Services has access to all of this equipment on an as needed basis.

The Collier Environmental Services' field office is a 5,000 square foot shop with two (2) enclosed bays, parts room, and office. Our field office houses all equipment, tools, and other essential items needed for our business. There is a separate storage container for chemicals and small equipment. All labor and consumable materials are based and deployed from this site.

Division of Corporations



[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

[Filing History](#)

Submit

Fictitious Name Detail

Fictitious Name

COLLIER ENVIRONMENTAL SERVICES

Filing Information

Registration Number G11000082210
Status ACTIVE
Filed Date 08/18/2011
Expiration Date 12/31/2021
Current Owners 1
County MULTIPLE
Total Pages 2
Events Filed 1
FEI/EIN Number 59-2072898

Mailing Address

2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Owner Information

PENINSULA IMPROVEMENT CORPORATION
 2600 GOLDEN GATE PARKWAY
 NAPLES, FL 34105
FEI/EIN Number: 59-2072898
Document Number: F22515

Document Images

[08/18/2011 -- Fictitious Name Filing](#)

View image in PDF format

[06/01/2016 -- Fictitious Name Renewal Filing](#)

View image in PDF format

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Fictitious Name Search

[Filing History](#)

Submit



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Detail by Entity Name

Florida Profit Corporation
PENINSULA IMPROVEMENT CORPORATION

Filing Information

Document Number	F22515
FEI/EIN Number	59-2072898
Date Filed	03/09/1981
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	06/19/2008
Event Effective Date	NONE

Principal Address

2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Changed: 04/06/2005

Mailing Address

2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Changed: 04/06/2005

Registered Agent Name & Address

BOAZ, BRADLEY
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Name Changed: 05/02/2008

Address Changed: 04/30/2001

Officer/Director Detail

Name & Address

Title V/S/T

BOAZ, BRADLEY A
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title C/D

COLLIER, BARRON III G
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title V

SONALIA, JEFF
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title V

BAIRD, DOUGLAS E
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title V

GOGUEN, BRIAN L
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title P

GABLE, R. BLAKESLEE
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title V

GENSON, DAVID B
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title Director

SPROUL, KATHERINE G
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title D

VILLERE, LAMAR G
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title D

ALDEN, PHYLLIS G

2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title D

KUNDE, CHELSEA
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title Director

SPROUL, JULIET A
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Title VP

ENGLISH, JOHN C
2600 GOLDEN GATE PKWY
NAPLES, FL 34105

Title AV

Kennedy, Kelly
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

Annual Reports

Report Year	Filed Date
2017	04/20/2017
2018	04/25/2018
2018	07/10/2018

Document Images

07/10/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
04/20/2017 -- ANNUAL REPORT	View image in PDF format
04/19/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
09/19/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
04/02/2013 -- ANNUAL REPORT	View image in PDF format
04/27/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
05/01/2010 -- ANNUAL REPORT	View image in PDF format
04/22/2009 -- ANNUAL REPORT	View image in PDF format
07/07/2008 -- ANNUAL REPORT	View image in PDF format
08/19/2008 -- Merger	View image in PDF format
05/02/2008 -- ANNUAL REPORT	View image in PDF format
03/29/2007 -- ANNUAL REPORT	View image in PDF format

04/26/2006 -- ANNUAL REPORT	View image in PDF format
04/06/2005 -- ANNUAL REPORT	View image in PDF format
03/23/2004 -- ANNUAL REPORT	View image in PDF format
04/17/2003 -- ANNUAL REPORT	View image in PDF format
04/30/2002 -- ANNUAL REPORT	View image in PDF format
04/30/2001 -- ANNUAL REPORT	View image in PDF format
05/08/2000 -- ANNUAL REPORT	View image in PDF format
04/02/1999 -- ANNUAL REPORT	View image in PDF format
04/20/1998 -- ANNUAL REPORT	View image in PDF format
05/12/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

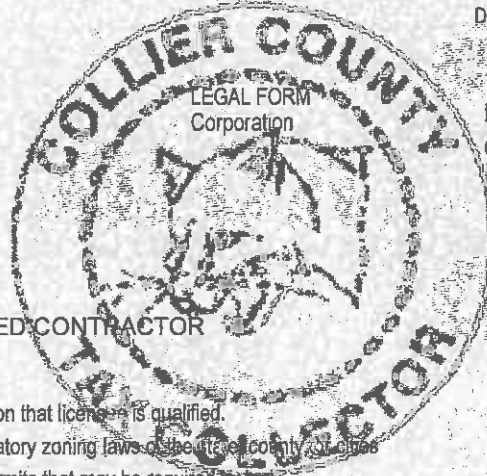
Florida Department of State, Division of Corporations

Licenses

COLLIER COUNTY BUSINESS TAX
COLLIER COUNTY TAX COLLECTOR - 2800 N. HORSESHOE DRIVE - NAPLES FLORIDA 34104 - (239) 252-2477
VISIT OUR WEBSITE AT: www.colliertax.com
THIS RECEIPT EXPIRES **SEPTEMBER 30, 2019**

BUSINESS TAX NUMBER: 892192

LOCATION 2600 GOLDEN GATE PARKWAY
ZONED CITY
BUSINESS PHONE 658-6060
STATE OR COUNTY LIC # 35398



LEGAL FORM
Corporation

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
FAILURE TO DO SO IS CONTRARY TO LOCAL LAWS

PENINSULA IMPROVEMENT CORPORATION
COLLIER ENVIRONMENTAL SERVICES
ELLIOTT, WILLIAM
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

1-10 EMPLOYEES NO FERTILIZING
CLASSIFICATION: LANDSCAPING RESTRICTED CONTRACTOR
CLASSIFICATION CODE 02102601

This document is a business tax only. This is not certification that licensee is qualified.
It does not permit the licensee to violate any existing regulatory zoning laws of the state, county or city.
nor does it exempt the licensee from any other taxes or permits that may be required by law.

-THIS TAX IS NON-REFUNDABLE-
DATE 07/06/2018
AMOUNT 36.00
RECEIPT 502-19-00008229

Handwritten signature and date

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Private Applicator License
License # PV30942

ELLIOTT, WILLIAM BERNARD
11759 QUAIL VILLAGE WAY
NAPLES, FL 34119

Categories
IC

Issued: October 1, 2014

Expires: September 30, 2018

Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services

License Categories

- | | |
|----------------------------|-------------------------------|
| 1A1 Ag Row Crop | 5B Organotin Paint |
| 1A2 Ag Tree Crop | 6 Right of Way |
| 1B Ag Animal | 7A Wood Treatment |
| 1C Private Applicator Ag | 7B Chlorine Gas Infusion |
| 1D Soil and Greenhouse Fum | 7C Sewer Root Control |
| 1E Raw Ag Commodity Fum | 9 Regulatory Pest Control |
| 2 Forest Pest Control | 10 Demonstration and Research |
| 3 Ornamental and Turf | 11 Aerial Application |
| 4 Seed Treatment | 20 Regulatory Insp. and Samp |
| 5A Aquatic Pest Control | 21 Natural Areas Weed Mgmt |

For information, call (850) 617-7870

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18047

ELLIOTT, WILLIAM BERNARD
2600 GOLDEN GATE PKWY
NAPLES, FL 34105

Categories
21, 5A, 6

Issued: September 26, 2014

Expires: September 30, 2018


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services

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- | | |
|----------------------------|-------------------------------|
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| 1A2 Ag Tree Crop | 6 Right of Way |
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| 1E Raw Ag Commodity Fum | 9 Regulatory Pest Control |
| 2 Forest Pest Control | 10 Demonstration and Research |
| 3 Ornamental and Turf | 11 Aerial Application |
| 4 Seed Treatment | 20 Regulatory Insp. and Saup |
| 5A Aquatic Pest Control | 21 Natural Areas Weed Mgmt |

For information, call (850) 617-7870



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400



Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's nonpoint source pollution problems and the importance of proper design, construction, irrigation, fertilization, pest control, and maintenance of lawns and landscapes, in order to assure minimal adverse environmental effects while achieving customer expectations.

Attached you will find your numbered certificate and wallet card. If there are any errors in the certificate or card, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at (352) 392-1831 ext. 243, email: gi.bmp@ifas.ufl.edu. Visit us on the web at http://fyn.ifas.ufl.edu/ffl_state_office.htm.

William Elliott
11759 Quail Village Way
Naples, FL 34119

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

William Elliott

GV8634-1

Certificate #

GV8634

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



GV8634-1

Certificate #

GV8634

Trainee ID #

Certificate of Training Best Management Practices Florida Green Industries



The undersigned hereby acknowledges that

William Elliott

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

Issuer

S. Brown

Instructor

2/10/2010

Date of Class

Heather Ritchie

DEP Program Administrator

Not valid without seal

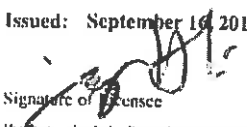
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21242

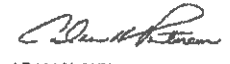
HARDIN, JEREMY JAMES
3820 47TH AVE NE
NAPLES, FL 34120

Categories
5A, 21

Issued: September 16, 2015

Expires: August 31, 2019


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487 F.S. to purchase and apply restricted use pesticides.


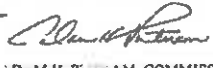
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM22405

ESCOBEDO, CONCEPCION
PO BOX 3101
WIMOKALEE, FL 34142

Categories
21

Issued: June 13, 2017

Expires: June 30, 2021


Signature: 
M. H. P. M. AM. COMMISSIONER
This license is valid in Florida under the provisions of Chapter 402, F.S. It is not valid for use in other states.

Florida Department of Agriculture and Consumer Services

License Categories

1A1 Ag Row Crop	5B Organotin Paint
1A2 Ag Tree Crop	6 Right of Way
1B Ag Animal	7A Wood Treatment
1C Private Applicator Ag	7B Chlorine Gas Infusion
1D Soil and Greenhouse Fum	7C Sewer Root Control
1E Raw Ag Commodity Fum	9 Regulatory Pest Control
2 Forest Pest Control	10 Demonstration and Research
3 Ornamental and Turf	11 Aerial Application
4 Seed Treatment	20 Regulatory Insp. and Samp
5A Aquatic Pest Control	21 Natural Areas Weed Mgmt

For information, call (850) 617-7870

**Trade References
and
Certificate of Insurance**

TRADE REFERENCES:

Trebilcock Consulting Solutions, P.A.
1205 Piper Boulevard, Suite 202
Naples, Florida 34110
(239) 566-9551 Office
(239) 566-9553 Fax

Johnson Engineering
P.O. Box 2112
Fort Myers, Florida 33902
(239) 334-0046 Office
(239) 334-3661 Fax

Marco Office supply and Furniture
571 Bald Eagle Drive
Marco Island, Florida 34145
(239) 775-7513 Office
(239) 775-2335 Fax

Jensen Underground Utilities, Inc.
5585 Taylor Road
Naples, Florida 34109
(239) 597-0060 Office
(239) 597-0061 Fax

MHK Architecture & Planning
975 5th Avenue S., Suite 200
Naples, Florida 34102
(239) 919-0786 Office
(239) 649-0523 Fax

Naples Lumber
3828 Radio Road
Naples, Florida 34109
(239) 643-7000 Office
(239) 643-5987 Fax

Q. Grady Minor
3800 Via Del Rey
Bonita Springs, Florida 34134
(239) 947-1144 Office
(239) 947-0374 Fax

Future Controls, Inc.
P.O. Box 51047
Fort Myers, Florida 33994
(239) 693-1313 Office
(239) 693-5871 Fax

Sunbelt USA
3550 Westview Drive, #102
Naples, Florida 34104
(239) 643-0047 Office
(239) 643-6441 Fax

Earth Tech Enterprises
5425 Golden Gate Parkway, Suite 3
Naples, Florida 34116
(239) 774-1223 Office
(239) 774-1227 Fax

Midwest Reprographics
2169 Trade Center Way
Naples, Florida 34109
(239) 566-2214 Office
(239) 325-4031 Fax

J. Shannon, Inc.
P.O. Box 366098
Bonita Springs, Florida 34136
(239) 572-1000 Office
(239) 992-9236 Fax

Matulay's
2010 Seward Avenue
Naples, Florida 34109
(239) 597-6071 Office
(239) 597-6074 Fax

Architectural Land Design, Inc.
2780 S. Horseshoe Drive, Suite 5
Naples, Florida 34104
(239) 430-1661 Office
(239) 430-1664 Fax



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. PO Box 532143 Atlanta GA 30353	CONTACT NAME: Kristin Neiert PHONE (A/C, No, Ext): 239-262-7171 E-MAIL ADDRESS: kristin_neiert@ajg.com		FAX (A/C, No): 239-262-5360
	INSURER(S) AFFORDING COVERAGE		
INSURED BARRCOL-03 Peninsula Improvement Corporation dba Collier Environmental Services 2600 Golden Gate Parkway Naples FL 34105	INSURER A : FCCI Insurance Company		NAIC # 10178
	INSURER B : American Guarantee and Liability Ins Co		26247
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1187188716

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FPP0000106 16	8/1/2018	8/2/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			CA100004248-02	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC297518416	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	001-WC18A-49046	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Flow Way Community Development District

CERTIFICATE HOLDER**CANCELLATION**

Flow Way Community Development District
 2041 N.E. 6th Terrace
 Wilton Manors FL 33305

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Equipment List

**Equipment List
2018**

<u>Year</u>	<u>Make</u>	<u>Model</u>	
2015	Chevy	Colorado 4X4 Crew Cab	
2014	Toyota	Tundra 4X4 Extended	
2011	Ford	F150 4X4 Extended cab	
2008	Ford	F150 4X4 Crew Cab	
2009	Ford	F 150 4X4 Crew Cab	
2017	Ford	F 150 4X4 Extended Cab	
2012	Ford	E350 Van	
2007	GMC	1500 4X4 Crew Cab	
2000	Ford	F450 Roadside Spray Truck	
2006	GMC	2500 Dump Truck	
2001	John Deere	2955 4 X 4 Tractor	
2007	New Holland	T1520 4X4 Tractor	
2006	Kubota	RTV 4X4 Diesel	
2014	Kawasaki	Mule 500 RTV	
2015	Kawasaki	Mule 500 RTV	
2017	Kawasaki	Mule 500 RTV	
2015	Suzuki	500 Quad ATV	
2011	Dixie Chopper	48" Deckmower	
2006	Rhino	15' Batwing PTO mower	
2014	Rhino	15' Batwing PTO mower	
2015	Rhino	15' Batwing PTO mower	
2015	Bushhog	5' deck PTO mower	
2011	Greenboat	Weedoo Tigercat Aquatic Weed Cutter/Harvester	
2011	Greenboat	Boat Trailer	
2002	Carolina	14' Skiff with 25 hp Yamaha	
2002	Supreme	Boat Trailer	
2015	Tracker	10' Jon Boat	
2001	Cargo	12' Enclosed Parts Trailer	
2011		18' Equipment Trailer	
2000	Homemade	15' Equipment Trailer	
2018		12' Equipment Trailer	
2010	WrkSport	12' Equipment Trailer	
2006	Carry	6' Flat Plants Trailer	
2007	Chem C	50 gallon Aquatic Sprayer	25 Gallon Weed Sprayer (3)
2007		50 gallon Weed Sprayer	
2014	Northern	50 gallon Weed Sprayer	
2018	Northern	50 gallon Weed Sprayer	Echo Chainsaws (4)
		Echo Backpack Sprayers (13)	Gas Powered Air Compressor (2)
		Gas Powered Generator	misc Handtools and Shovels

Resumes

William Elliott, General Manager
COLLIER ENVIRONMENTAL SERVICES

2600 Golden Gate Parkway
Naples, Florida 34105
239-262-2600

EDUCATION

Bachelor of Science, Soil Science
Cal Poly State University 1981

CERTIFICATIONS

Certified Natural Areas Manager
University of Florida and The Nature
Conservancy 2007

Florida Dept. of Agriculture
Comm. Pesticide Applicator Lic. #CM18047
Natural Areas, Aquatic, Right of Way 2006,
2008, 2013

Florida Dept. of Agriculture
Priv. Pesticide Applicator Lic. #PV30942

Certified Landscaping Contractor
Collier, Lee, Hendry Counties, City of Naples

Leadership Collier Class of 2009 Graduate

AFFILIATIONS

Greater Naples Chamber of Commerce
Florida Exotic Pest Plant Council
Florida Aquatic Plant Manager Society

COMMUNITY ACTIVITIES

Take Stock in Children Mentor
Immokalee High School

EXPERIENCE

General Manager
Collier Environmental Services
2006 – Present

General Manager
Coe-Collier Citrus Harvesting
2000 -2006

Manager
Silver Strand III, Silver Strand South
1989 -2000

PROFILE

Mr. Elliott has been General Manager of Collier Environmental Services since 2006 and is responsible for all facets of the day to day operations of the company. The company has successfully completed many projects throughout south Florida dealing with exotic and nuisance vegetation removal, control, and maintenance, habitat restoration, and aquatic management. Prior to his work at Collier Environmental Services, he has of 20 years management experience in agriculture production.

AREAS OF EXPERTISE

Mr. Elliott has over 20 years of experience in managing environmental and agricultural services for Barron Collier Companies. His areas of expertise include:

- *Project management*
- *Natural areas management*
- *Exotic and nuisance control*
- *Aquatic management*
- *Permit compliance*
- *Water quality management*

SELECTED PROJECT EXPERIENCE

- **Ave Maria University and Town Mitigation**
 - **SSA-6 Flow-way Restoration, Collier County, Florida**
Project manager of 556 acre hand and mechanical exotic and nuisance vegetation eradication and removal. Sheet flow was enhanced through the removal of an existing farm berm and installation of 8 culvert pipes. A maintenance contract is in place.
 - **Wetland Basin Preserve Restoration, Ave Maria, Florida**
Project manager for 154 acres of wetland restoration within five preserves. Exotic and nuisance vegetation eradication and removal by hand and mechanical means, herbicide application, planting plan development, native species planting, and maintenance contract.
 - **Ave Maria Lakes, Collier County, Florida**
Responsible for coordinating and scheduling all maintenance activities of 137 acres of Ave Maria District lakes and Master Association lakes of three communities.
- **Grey Oaks Country Club, Naples, Florida** – project manager for maintenance of 159 acres of lakes and 10 acres of wetland preserves. Work is done on a weekly basis.
- **Estuary Country Club, Naples, Florida** – project manager for maintenance of 43 acres of lakes and 48 acres of upland and wetland preserves.
- **FDOT District One Mitigation Maintenance** – project manager for maintenance of mitigation and storm water sites in FDOT District One. Maintenance herbicide sprays, exotic and nuisance removal, native planting, mowing, and litter removal are some of the required tasks.

Concepcion Escobedo, Field Supervisor

COLLIER ENVIRONMENTAL SERVICES

2600 Golden Gate Parkway
Naples, Florida 34105
239-262-2600

CERTIFICATIONS

WPS Train the Trainer
FL Department of Ag
2003

Florida Dept. of Agriculture
Comm. Pesticide Applicator Lic. #CM22405

EXPERIENCE

Field Supervisor
Collier Environmental Services
2006 – Present

Harvesting Foreman
Coe-Collier Citrus Harvesting
2000 -2006

Harvesting Foreman
Barron Collier Partnership
1999 -2000

PROFILE

Mr. Escobedo has been Field Foremen of Collier Environmental Services since 2006 and is responsible for the day to day scheduling and supervision of all environmental crew operations. The company has successfully completed many projects throughout southwest Florida dealing with exotic and nuisance vegetation removal, control, and maintenance, and wetland restoration. Prior to his work at Collier Environmental Services, he has over 10 years Foreman experience in citrus production and harvesting.

AREAS OF EXPERTISE

Mr. Escobedo has over 14 years of experience in scheduling and supervising crews in environmental and agricultural services for Barron Collier Companies. His areas of expertise include:

- *Exotic and nuisance identification*
- *Spray crew scheduling*
- *Exotic and nuisance control*
- *Safety training*
- *Spray crew supervision*

SELECTED PROJECT EXPERIENCE

- **Ave Maria University and Town Mitigation**
 - **SSA-6 Flow-way Restoration, Collier County, Florida**
Field foreman for a 556 acre hand and mechanical exotic and nuisance vegetation eradication and removal. Exotic and nuisance vegetation was removed from 100' around the project perimeter and "KIP" was applied internally. A maintenance contract is in place.
 - **Wetland Basin Preserve Restoration, Ave Maria, Florida**
Field foreman for 154 acres of wetland restoration project. Exotic and nuisance vegetation eradication and removal by hand and mechanical means. All areas were then planted to native species.
- **Winding Cypress Mitigation** – field supervision of 589 acre hand exotic and nuisance vegetation eradication. Cut stump and "KIP" techniques employed. Maintenance herbicide applications to 818 acres.
- **Estuary Country Club, Naples, Florida** – field supervision for maintenance of 48 acres of upland and wetland preserves.
- **FDOT District One Mitigation Maintenance** – crew foreman for maintenance of mitigation and storm water sites in FDOT District One. Maintenance herbicide sprays, exotic and nuisance removal, native planting, mowing, and litter removal are some of the required tasks.

Jeremy Hardin, Aquatic Foreman
COLLIER ENVIRONMENTAL SERVICES

2600 Golden Gate Parkway
Naples, Florida 34105
239-262-2600

EDUCATION

University of South Florida 2006 – 2007
Palmetto Ridge High School 2006

CERTIFICATIONS

Florida Dept. of Agriculture
Comm. Pesticide Applicator Lic. #CM21242

EXPERIENCE

Foreman
Collier Environmental Services
2012 – Present

Aquatic Technician
Collier Environmental Services
2009 – 2011

Crewmember
Surety Construction
2008 - 2009

Commercial Electric
JDC Electric
2007 - 2008

PROFILE

Mr. Hardin has been with Collier Environmental Services since 2009 and works on both wetland and aquatic maintenance projects. The company has many communities containing both wetland and aquatic maintenance needs under contract throughout Collier County. Mr. Hardin is an essential contributor to the successful management of our operations.

AREAS OF EXPERTISE

Mr. Hardin has 3 years of experience. His areas of expertise include:

- *Exotic and nuisance identification* - *Spray crew scheduling*
- *Exotic and nuisance control* - *Safety training*
- *Spray crew supervision*

SELECTED PROJECT EXPERIENCE

- **Ave Maria University and Town**
 - **Aquatic Maintenance, Ave Maria, Florida**
Aquatic technician for 137 acres of lakes in the town of Ave Maria. Exotic and nuisance vegetation control around lake perimeters and aquatic weed control within the water bodies.
 - **Wetland Basin Preserve Restoration, Ave Maria, Florida**
Crew member for 154 acres of wetland maintenance. Exotic and nuisance vegetation control.

- **Estuary Country Club, Naples, Florida** – field foreman for maintenance activities of 42 acres of lakes and wetland preserves. Provides input and spray mixes for all ongoing maintenance activities.

- **Grey Oaks Country Club, Naples, Florida** – field foreman for maintenance activities for 152 acres of lakes and wetland preserves. Schedules, applies, and supervises all aquatic activities within the country club and supervises wetland activities as well.

Bid Schedule

Flow Way Community Development District
 Preserve Maintenance Bid Specifications
 June 2018

EXHIBIT "B"					
Flow Way CDD Preserve Areas Maintenance Bid Schedule					
Bid Spread Sheet - Esplanade Exotic Plant Management				Jun-18	THA #: 9418
Item	Description	Unit	Qty	Unit Cost	Total Cost
1	Wading Bird Foraging Areas - Year 1	LS	1	2,610.00	2,610.00
2	Wading Bird Foraging Areas - Year 2	LS	1	2,349.00	2,349.00
3	Wading Bird Foraging Areas - Year 3	LS	1	2,088.00	2,088.00
4	Wading Bird Foraging Areas - Year 4	LS	1	1,435.50	1,435.50
5	Wading Bird Foraging Areas - Year 5	LS	1	1,435.50	1,435.50
6	Internal Preserves - Year 1	LS	1	14,137.50	14,137.50
7	Internal Preserves - Year 2	LS	1	14,137.50	14,137.50
8	Internal Preserves - Year 3	LS	1	14,137.50	14,137.50
9	Internal Preserves - Year 4	LS	1	4,712.50	4,712.50
10	Internal Preserves - Year 5	LS	1	4,712.50	4,712.50
11	Western Preserve - Year 1	LS	1	47,450.00	47,450.00
12	Western Preserve - Year 2	LS	1	47,450.00	47,450.00
13	Western Preserve - Year 3	LS	1	47,450.00	47,450.00
14	Western Preserve - Year 4	LS	1	23,725.00	23,725.00
15	Western Preserve - Year 5	LS	1	23,725.00	23,725.00
16	Northern Preserve Area 1 - Year 1	LS	1	129,120.00	129,120.00
17	Northern Preserve Area 1 - Year 2	LS	1	129,120.00	129,120.00
18	Northern Preserve Area 2 - Year 1	LS	1	141,400.00	141,400.00
19	Northern Preserve Area 2 - Year 2	LS	1	141,400.00	141,400.00
20	Northern Preserve Area 1 & 2 - Year 3	LS	1	310,940.00	310,940.00
21	Northern Preserve Area 1 & 2 - Year 4	LS	1	133,260.00	133,260.00
22	Northern Preserve Area 1 & 2 - Year 5	LS	1	133,260.00	133,260.00
				TOTAL COST	1,370,055.50
WRITTEN COST \$		One million three hundred seventy thousand fifty five dollars and fifty cents			
Available Start Date and Length of Time for Completion			January 1, 2019	Forty (40) days for first year	
BID NOTES:					
OPTIONS					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
A	N/A				\$ -
CONTRACTOR NOTES:					

Company Signature 
DAVID B GENSON (print)

Date 8/2/2018

See Division of Corporations tab

COPY

EARTHBALANCE®

2570 Commerce Parkway

North Port, FL 34289

941.426.7878

WWW.EARTHBALANCE.COM

Bid

Exotic and Nuisance Vegetation Maintenance within the
District's Maintained Preserves

Flow Way Community Development District
c/o Turrell, Hall and Associates
3584 Exchange Ave
Naples, FL 34104

Bid Due: August 3, 2018 @ 3:00 P.M.

Bid Respondent:
EarthBalance®
2570 Commerce Parkway
North Port, FL 34289
941.426.7878

Project Manager:
Zach Schnoke
zschnoke@earthbalance.com





August 3, 2018

Flow Way Community Development District
c/o Turrell, Hall and Associates
3584 Exchange Ave
Naples, FL 34104

Subject: Exotic and Nuisance Vegetation Maintenance within the District's Maintained Preserves

To Whom It May Concern:

EarthBalance® is pleased to submit the following information in response to Exotic and Nuisance Vegetation Maintenance within the District's Maintained Preserves, for the Flow Way Community Development District. As evidenced herein, we have the expertise and resources to successfully complete the work described.

EarthBalance® is one of the largest hands-on vegetation management firms in the country. We are an employee-owned ecosystem restoration and environmental consulting firm headquartered in Florida and have been in business since 1985. On a daily basis, we have our trained, equipped, and well managed teams on the ground to implement vegetation management projects across the country.

We are a "safety first" company and have an excellent safety rating with an Experience Modification Rating (EMR) of 0.75. Our in-house crews receive safety training in the proper use of equipment, plant identification, and safe operation of a variety of off-road vehicles.

Thank you for this opportunity to present our qualifications and submit this proposal. Based on our excellent qualifications and reputation in the industry, you can count on our experience and record of success with similar projects to produce the same impressive results for you that we've achieved for so many others. Please feel free to contact me if you have any questions regarding our qualifications.

Sincerely,

A handwritten signature in blue ink that reads "Cristine Borowski".

Cristine Borowski
Assistant Vice President


2570 Commerce Parkway
North Port, FL 34289
(941) 426-7878
www.earthbalance.com

Table of Contents

- 1) Schedule of Values
- 2) Qualifications
 - a) Firm Fact Sheet
 - b) Bank Reference Letter
 - c) Business Tax Receipt
 - d) Certificate of Insurance
 - e) Company Owned Equipment
 - f) EB Org Chart
 - g) Resumes
 - i) Erik Sandsmark
 - ii) Zack Schnoke
 - iii) Ethan Baldino
 - h) Applicator Licenses
 - i) Current Availability
 - j) Current Similar Contracts

Flow Way Community Development District
 Preserve Maintenance Bid Specifications
 June 2018

EXHIBIT "B"					
Flow Way CDD Preserve Areas Maintenance Bid Schedule					
Bid Spread Sheet - Esplanade Exotic Plant Management				Jun-18	THA #: 9418
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2	Wading Bird Foraging Areas - Year 2	LS	1	\$2,349.00	\$2,349.00
3	Wading Bird Foraging Areas - Year 3	LS	1	\$653.00	\$653.00
4	Wading Bird Foraging Areas - Year 4	LS	1	\$653.00	\$653.00
5	Wading Bird Foraging Areas - Year 5	LS	1	\$653.00	\$653.00
6	Internal Preserves - Year 1	LS	1	\$10,179.00	\$10,179.00
7	Internal Preserves - Year 2	LS	1	\$10,179.00	\$10,179.00
8	Internal Preserves - Year 3	LS	1	\$2,828.00	\$2,828.00
9	Internal Preserves - Year 4	LS	1	\$2,828.00	\$2,828.00
10	Internal Preserves - Year 5	LS	1	\$2,828.00	\$2,828.00
11	Western Preserve - Year 1	LS	1	\$51,246.00	\$51,246.00
12	Western Preserve - Year 2	LS	1	\$51,246.00	\$51,246.00
13	Western Preserve - Year 3	LS	1	\$14,235.00	\$14,235.00
14	Western Preserve - Year 4	LS	1	\$14,235.00	\$14,235.00
15	Western Preserve - Year 5	LS	1	\$14,235.00	\$14,235.00
16	Northern Preserve Area 1 - Year 1	LS	1	\$94,656.00	\$94,656.00
17	Northern Preserve Area 1 - Year 2	LS	1	\$94,656.00	\$94,656.00
18	Northern Preserve Area 2 - Year 1	LS	1	\$162,551.00	\$162,551.00
19	Northern Preserve Area 2 - Year 2	LS	1	\$162,551.00	\$162,551.00
20	Northern Preserve Area 1 & 2 - Year 3	LS	1	\$66,630.00	\$66,630.00
21	Northern Preserve Area 1 & 2 - Year 4	LS	1	\$66,630.00	\$66,630.00
22	Northern Preserve Area 1 & 2 - Year 5	LS	1	\$66,630.00	\$66,630.00
				TOTAL COST	\$895,000.00
WRITTEN COST \$		Eight Hundred Ninety Five Thousand			
Available Start Date and Length of Time for Completion				December 2018	5 Years
BID NOTES:					
OPTIONS					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
A	N/A				\$ -
CONTRACTOR NOTES:					

Company Signature *Cristine Borowski*

Date August 3, 2018

Cristine Borowski, Assistant VP (print)

FIRM FACT SHEET

EarthBalance®

Firm Name:	EarthBalance® <i>Name was changed from Florida Environmental Oct. 1, 2004</i>
Federal ID #:	59-2612208 (registered as Florida Environmental, Inc.)
Type of Firm:	Corporation
Date of Incorporation:	November 1, 1985 – Florida
Primary Business:	Vegetation Control, Planting and Seeding, Beach and Coastal Restoration, Mangrove Trimming, Aquatic Management, Water Supply and Resource Consulting, Environmental Consulting, GIS, Native Plant Supply, Mitigation Banking
Work Service Area:	Florida, Southern U.S., Eastern Seaboard, U.S. Virgin Islands.
# of Employees:	101
Project Team:	Erik Sandsmark, Regional Manager, Senior Oversight Zack Schnoke, Project Manager Ethan Baldino, Assistant Project Manager Becky Adams, Technical Assistant
Office Locations:	Corporate Office 2570 Commerce Parkway North Port, FL 34289 Phone: 941-426-7878 Fax: 941-426-8778 E-Mail: info@earthbalance.com Kissimmee Office 2343 West Clay Street Kissimmee, FL 34741 Phone: 407-518-5592 Fax: 407-518-9131 Fort Myers Office 5001 Lockett Road, Unit 2 Fort Myers, FL 33905 Operations Center & Nursery 1904 SW Country Rd, 760A Arcadia, FL 34266
Officers and Directors:	Don Ross, Chairman, Board of Directors dross@earthbalance.com Sarah Laroque, President, Chief Executive Officer, Board of Directors slaroque@earthbalance.com Wade Waltmyer, Vice President of Finance, Board of Directors, Treasurer Waltmyer@earthbalance.com Jeff Clark, Vice President of Operations jclark@earthbalance.com Cristine Borowski, Assistant Vice President, Assistant Secretary cborowski@earthbalance.com Charles Kocur, Senior Advisor, Board of Directors, Secretary ckocur@earthbalance.com

BBVA Compass
Creating Opportunities

July 20, 2018

Earthbalance Corporation
2570 Commerce Parkway
North Port, FL 34289

To: Sarah Laroque, President

RE: Financial Status

Earthbalance Corporation became a client of BBVA Compass in early 2018 and has paid as agreed on the credit facilities extended to the company. The credit relationship includes a line of credit in the amount of \$1,500,000 and other term debt, specifically a commercial mortgage and multiple equipment facilities.

The deposit and cash management relationship can be classified as positive.

Please contact me directly at (941) 539-5496 for further information or confirmation. Thank you.

Sincerely,



Nicholas Roberts
Market President
BBVA Compass
941-539-5496
Nicholas.roberts@bbva.com

**Collier County
Growth Management Division**

2800 Horseshoe Drive N.
Naples, FL 34104
239-252-2400

RECEIPT OF PAYMENT

Receipt Number: 2017437886
Transaction Number: 2017-061362
Date Paid: 09/29/2017
Amount Due: \$125.00

Payment Details:	<u>Payment Method</u>	<u>Amount Paid</u>	<u>Check Number</u>
	Check	\$125.00	073066

Amount Paid: \$125.00
Change / Overage: \$0.00
Contact: EARTHBALANCE CORPORATION (DBA) EARTHBALANCE
2579 N TOLEDO BLADE BLVD
NORTH PORT, FL 34289-

FEE DETAILS:

<u>Fee Description</u>	<u>Reference Number</u>	<u>Original Fee</u>	<u>Amount Paid</u>	<u>GL Account</u>
Renewal Specialty License	C34042	\$125.00	\$125.00	113-138900-321211

Cashier Name: LeaDarence
Batch Number: 6726
Entered By: jasonbridwell

Collier County Payment Slip (LC)

Date: September 29, 2017
Contact: EARTHBALANCE CORPORATION (DBA) EARTHBALANCE
2579 N TOLEDO BLADE BLVD
NORTH PORT, FL 34289--

FEES:

Fee Description	Reference Number	Amount
Renewal Specialty License	C34042	\$125.00



Links

- [Home](#)
- [Property Search](#)
- [Pay Fees](#)
- [Permit Forms](#)
- [Planning Forms](#)
- [E-Permitting Guides](#)
- [Pay CE Fees](#)

Address

Growth Management
Division - Planning
and Regulation
2600 W. Horseshoe Drive
Naples, FL 34104

[Sign In](#) / [Register](#) / [Portal Home](#) / [Property Search](#) / [Portal Help](#)

License Application Status

[Expand All](#) / [Collapse All](#)

Note: You can collapse and expand individual sections by clicking the header of the section you wish to collapse/expand.

▼ **License Application Summary**

Application Number: C34042
 Business Name: EARTHBALANCE CORPORATION (DBA) EARTHBALANCE
 License Type: Contractor
 Application Status: Active
 Description of Business: All Certificates from CDPlus: 34042
 Mailing Address: 2575 N TOLEDO BLADE BLVD
 NORTH PORT FL 34289.

▼ **Issuances**

Type	Date Issued	Date Expires	Status	Number
LANDSCAPING RESTRICTED CONTR.	10/14/2012	09/30/2018	Active	201200002303
LANDSCAPING RESTRICTED CONTR.	04/24/2009	09/30/2012	Cancelled	34042



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Certificates/Commercial Lines</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 727-522-7777</td> <td>FAX (A/C, No): 727-521-2902</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: certificates@w3ins.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: National Trust Ins. Co.</td> <td style="text-align: right;">NAIC # 20141</td> </tr> <tr> <td>INSURER B: FCCI Ins. Co.</td> <td style="text-align: right;">10178</td> </tr> <tr> <td>INSURER C: Homeland Ins Co of New York</td> <td style="text-align: right;">34452</td> </tr> <tr> <td>INSURER D: Amerisure Ins. Co.</td> <td style="text-align: right;">19488</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Certificates/Commercial Lines		PHONE (A/C, No, Ext): 727-522-7777	FAX (A/C, No): 727-521-2902	E-MAIL ADDRESS: certificates@w3ins.com		INSURER(S) AFFORDING COVERAGE		INSURER A: National Trust Ins. Co.	NAIC # 20141	INSURER B: FCCI Ins. Co.	10178	INSURER C: Homeland Ins Co of New York	34452	INSURER D: Amerisure Ins. Co.	19488	INSURER E:		INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED EarthBalance Corporation 2570 Commerce Parkway North Port FL 34289	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">EARTCOR-01</td> </tr> </table>	EARTCOR-01																			
EARTCOR-01																					

COVERAGES **CERTIFICATE NUMBER: 785909944** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Primary Non Cont	Y	Y	GL00107328	8/23/2017	8/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		CA100004089	8/23/2017	8/23/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pers. Injury Protect \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB00112158	8/23/2017	8/23/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC20984660301	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER U.S.L.H. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional / Pollution Liab Retro Date 2/18/1997			7930075900000	2/18/2018	2/18/2019	Each Claim/Aggregate Deductible 2,000,000/2,000,00 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Thomas Kocur is an approved driver when operating autos owned by EarthBalance Corporation.

CERTIFICATE HOLDER EarthBalance Corporation 2570 Commerce Pkwy North Port FL 34289	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Vehicles

- 51 4-wheel drive pickup trucks - F150s, F250s, and F350s
- 6 Swamp buggy
- 1 15-passenger van
- 1 350 flatbed truck
- 7 Passenger vehicles
- 3 F350 dump trucks

Trailers

- 3 Gooseneck trailers – to mobilize tractors and attachments
- 8 Heavy-duty double-axle equipment trailers
- 9 Single-axle utility trailers
- 8 Double-axle utility trailers
- 4 Dump trailer
- 8 Cargo trailers

ATVs

- 20 Honda 4x4 ATVs
- 2 700 HD Argo
- 9 Ranger Crew 800 Polaris

Tractors/Skid Steers and Attachments

- 2 New Holland 4x4, 60 HP and 70 HP
- 1 Kubota tractor 4WD, 84 PTO 4-cylinder engine, hydraulic shuttle
- 1 John Deere 3038 E tractor with Frontier Disc, Frontier Mower, 305 Loader attachments
- 3 Skid steers with bucket, root grapple, and fork attachments
- 1 Grasslander
- 1 Rough seed drill
- 3 Flail-Vac seed harvesters
- 2 Dixie chopper
- 1 Landscape rake
- 1 L110 Skid Steer Loader, equipped with bullet proof cab
- 1 Takeuchi US Bradco Magnum Mower/Mulcher

Chipper

- 1 Vermeer chipper

Boats

- 10 Airboats equipped with custom spray equipment
- 1 Jon boat
- 2 21-foot Carolina skiff
- 2 13-foot Carolina skiff
- 1 24-foot Pathfinder Bay Boat
- 1 Pontoon Boat

Herbicide Sprayers

- 1 500-gallon, spray tank
- 1 1,000-gallon, boom sprayer
- 4 Gas power skid sprayers
- 10 25-gallon electric chemical sprayers
- 8 50-gallon chemical sprayers with skid frame
- 80 Backpack sprayers

Water Equipment

- 3 1,200-gallon water tanks
- 1 500-gallon water tank
- 8 2-inch water pumps

Hand Equipment

- 11 Stihl BT 121 augers
- 20 Stihl Drills MBT 45
- 2 Stihl HS 80 hedge trimmers
- 70 Chainsaws
- 12 Polesaws
- 31 Stihl FS 110 trimmer/cutters
- 1 Echo backpack blower
- 2 Stihl backpack blower
- 2 Honda pressure washers

Specialty Equipment

- 2 ProDSS Water Quality Meters
- 12 IQ4 Mobility GL3000 GPS Devices
- 64 Garmin Handheld GPS Trackers
- 1 Survey Equipment

GIS and Computer Support Equipment

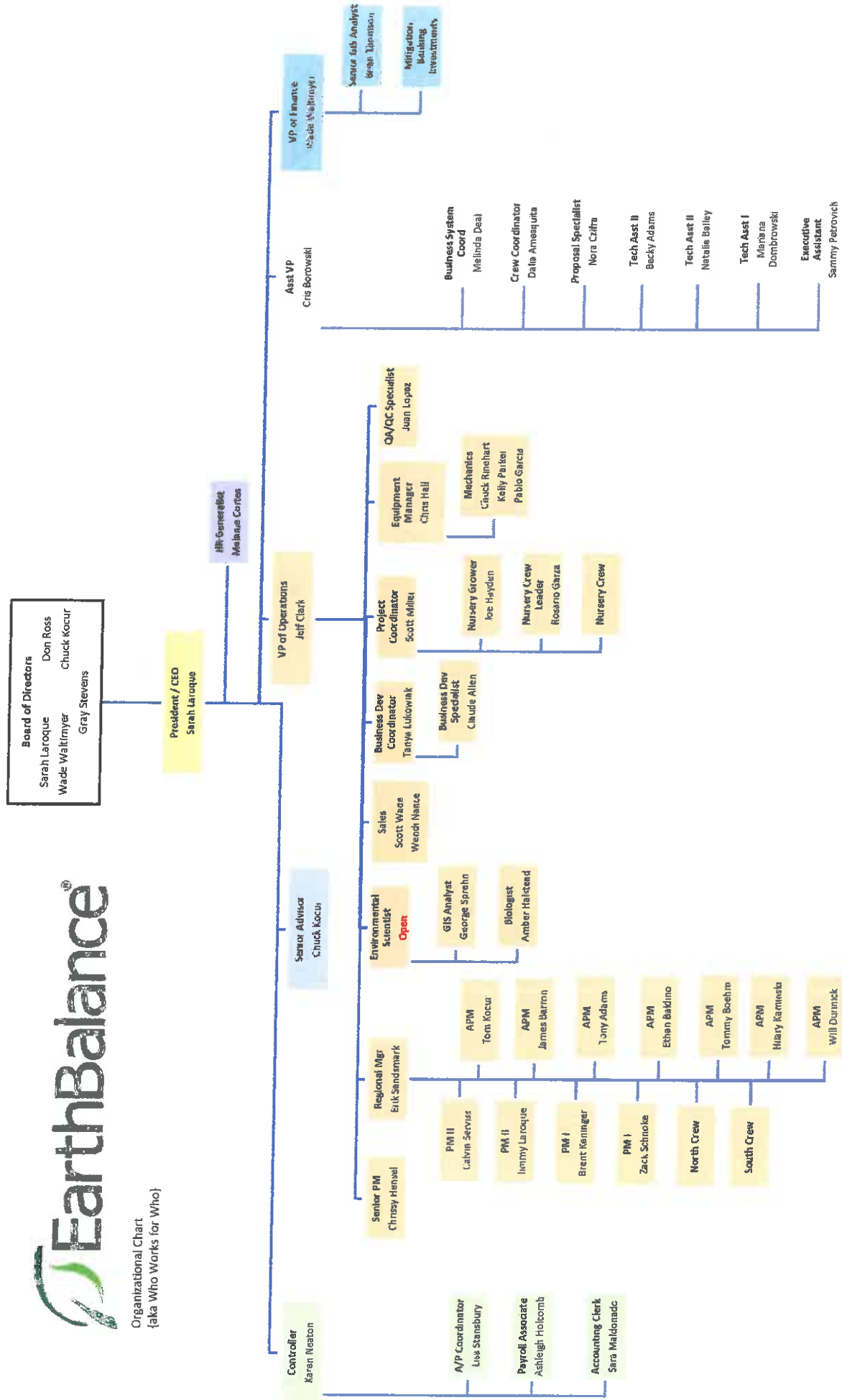
- 2 ArcGIS/SourceView workstation
- 2 42-foot HP Color Plotter
- 2 Canon Photo Quality Scanner
- AutoCAD Map 3D 2018
- Esri ArcGIS Desktop 10.5.1
- GIS2 Software
- DNR GPS 6.1.0.6

Cloud-based Computer Capabilities

EarthBalance[®] utilizes the latest Cloud technology to manage, maintain, and protect our project and business data. Our Cloud servers are equipped with triple redundancy, ensuring that we will never lose our data. Being on the Cloud allows staff to access data anywhere at any time and allows us to keep working even if an emergency situation such as a hurricane impacts an office.



Organizational Chart
{aka Who Works for Who}



ERIK SANDSMARK, REGIONAL MANAGER

BACKGROUND Mr. Erik Sandmark joined the EarthBalance® team in 2006 and has extensive knowledge in plant species identification, maintenance, and monitoring. He has spent the past decade working within Florida ecosystems, managing and overseeing multiple ecosystem restoration projects at once with clients ranging from the private, local, state, and federal sector. He provides leadership, oversight, and direct supervision of project planning and implementation for all projects. He closely monitors updates to the Florida Exotic Pest Plant Council's "List of Invasive Plant Species" to ensure the treatment of all Category I and II exotic/nuisance vegetation on our project sites.

EDUCATION FL GULF COAST UNIVERSITY – FORT MYERS, FL – BA, ENVIRONMENTAL STUDIES

SKILLS & ABILITIES Project Planning and Execution - Budget Administration - Native and Invasive, Exotic, and Nuisance Plant Identification - Herbicide Application - Client Relations - Team Management - Wetland Monitoring and Maintenance

LICENSES & CERTIFICATIONS

- State of Florida Commercial Applicator License - Natural Areas
- Certified Stormwater Erosion and Sediment Control Inspector
- PADI Certified Suba Diver

EXPERIENCE **BIG CYPRESS NATIONAL PRESERVE TREATMENT OF INVASIVE PLANT SPECIES**
Senior Advisor providing the support necessary for the treatment of Melaleuca (*Melaleuca quinquenervia*), Brazilian pepper (*Schinus terebinthifolius*), and Old World climbing fern (*Lygodium microphyllum*) on approximately 729,000 acres of Big Cypress National Preserve located in Collier County, Florida.

OK SLOUGH WMA EXOTICS TREATMENT

Senior Advisor providing supervision and support for treatment sweeps of all Category I and II plant species listed on the 2013 Florida Exotic Pest Plant Council's (FLEPPC) "List of Invasive Plant Species" on approximately 1,719 acres of flatwoods in Okaloacoochee Slough Wildlife Management Area located in Hendry County, FL.

TEN THOUSAND ISLANDS NATIONAL WILDLIFE REFUGE EXOTIC CONTROL

Senior Advisor providing the support and supervision for the treatment of all Category I and II species on the FLEPPC "List of Invasive Plant Species" on approximately 376 acres of refuge in the Northern Marsh of the Ten Thousand Island NWR between Marco Island and Everglades City, Florida.

SUGDEN REGIONAL PARK AVALON LAKE VEGETATION REMOVAL

Project Manager providing the support and management necessary for the removal of cattails (*Typha spp.*) and other nuisance and exotic plant species along a portion of the lake bank of Avalon Lake located within Sugden Regional Park in Collier County, Florida.

TEN MILE FILTER MARSH (DANIELS) MAINTENANCE

Project Manager providing supervision and management for the hand pulling and removal of all Category I and II FLEPPC listed exotic invasive species in the Ten Mile Filter Marsh (Daniels) site located in Lee County, Florida.

ZACHARY 'ZACK' SCHNOKE, PROJECT MANAGER

BACKGROUND Mr. Zack Schnoke has over 4 years of biology experience and understanding of all phases of ecosystem restoration projects. He is highly skilled at managing and supervising project team members and subcontractors to optimize workflow to complete projects on time and within budget. Mr. Schnoke is aggressive in identifying and resolving inefficient operational processes and is able to motivate coworkers to help achieve optimal production rates while maintaining all safety standards. He excels working in unpredictable, hectic and hostile project environments that they encounter on a daily basis.

EDUCATION **FLORIDA GULF COAST UNIVERSITY – FORT MYERS, FL – BS, BIOLOGY**

Environmental Biology of SWFL - General Ecology - Scientific Process

SKILLS & ABILITIES Invasive, Exotic and Nuisance Plant Identification and Treatment Methods - Team Leadership - Project Planning and Execution - Operational Effectiveness - Risk Management - Quality Assurance - Boaters Safety - Client Relations

LICENSES & CERTIFICATIONS

- State of Florida Commercial Applicator License - Aquatic, Forest, Right-of-Way and Natural Areas
- MSHA Certified

EXPERIENCE **BIG CYPRESS NATIONAL PRESERVE**

Project Manager for the invasive plant management of all Category I and II Florida Exotic Pest Plant Council's (FLEPPC) "List of Invasive Plant Species" within the Huckabee Bar site located in Big Cypress National Preserve, Collier County, Florida.

A.R.M. LOXAHATCHEE NATIONAL WILDLIFE REFUGE

Project Manager for the invasive plant management of all Category I and II FLEPPC "List of Invasive Plant Species" on 1,051 acres of A.R.M. Loxahatchee NWR, a 143,395-acre remnant of the northern Everglades.

YUCCA PENS PRESERVE

Project Manager for the nuisance and exotic vegetation treatment sweep of all Category I and II FLEPPC "List of Invasive Plant Species" on approximately 234 acres of preserve at the Yucca Pens Preserve located in Lee County, Florida.

ENOREE HERBICIDE APPLICATION

Project Manager for the foliar and hack-and-squirt treatment of targeted non-preferred early pioneering hardwood species on 498 acres of National Forest land in the Enoree District.

LONG CANE HERBICIDE APPLICATION

Project Manager for the ongoing treatment all non-mast producing hardwood species on 1,113 acres of Long Cane Ranger District of the Sumter National Forest, McCormick and Greenwood County, South Carolina.

ETHAN BALDINO, ASSISTANT PROJECT MANAGER

BACKGROUND Mr. Ethan Baldino has 5 plus years of experience of identifying and treating exotic and invasive plant species. He provides project coordination, technical supervision, and quality assurance for restoration projects of various sizes and complexities. Mr. Baldino is proficient in the use of GPS equipment, plant identification, herbicide application and directing crew for large exotic removal and planting projects. He has a strong understand of ecological parameters and can assess project sites to develop the best treatment method to deliver services on time and within budget.

EDUCATION FL GULF COAST UNIVERSITY – FORT MYERS, FL – BA, ENVIRONMENTAL STUDIES

SKILLS & ABILITIES Invasive, Exotic and Nuisance Plant Identification and Treatment Methods - Herbicide Application - Resource Management - Supervisory Leadership

LICENSES & CERTIFICATIONS

- State of Florida Commercial Applicator License - Aquatic and Natural Areas
- American Red Cross First Aid/CPR/AED

EXPERIENCE **EDISON FARMS AREA A EXOTIC REMOVAL**

Assistant Project Manager for the single initial treatment of all 2017 Florida Exotic Pest Plant Council (FLEPPC) Category I and II exotic plants withing 372 acres of the southwestern portion of Edison Farms in Lee County, Florida.

HOLE-IN-THE-DONUT EVERGLADES NATIONAL PARK NUISANCE AND EXOTIC PLANT MANAGEMENT TREATMENT

Assistant Project Manager for the systematic treatment of Carolina willow (*Salix caroliniana*), Brazilian pepper (*Schinus terebinthifolius*), shoebuttton ardisia (*Ardisia elliptica*) and taro (*Colocasia esculenta*) occurring onn 50 acres of Hole-in-the-Donut within Everglades National Park in Miami-Dade, Florida. Project is part of the National Park Service Indefinite Delivery/Indefinite Quantity (IDIQ) Contract.

BOX-R WMA UPLAND EXOTIC MAINTENANCE TREATMENT PROJECT

Assistant Project Manager for treatment of all 2017 FLEPPC Category I and II invasive exotic pest plants within 50 feet of roadways, boat landings, Hardened Low-Water Crossings, and culverts at the Box-R Wildlife Management Area located in Franklin County, Florida.

BOB JANES PRESERVE COGONGRASS & LYGODIUM TREATMENT

Assistant Project Manager for initial treatment of all cogon grass (*Imperata cylindrica*) and Old World climbing fern (*Lygodium microphyllum*) on 587 acres of the northwestern portion of Bob Janes Preserve in northeastern Lee County, Florida.

EAST EVERGLADES NATIONAL PARK TREATMENT

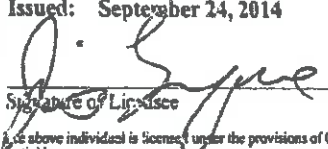
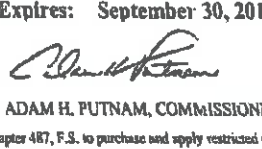
Assistant Project Manager for treatment of Australian pine (*Casuarina* spp.), melaleuca (*Melaleuca quinquenervia*), Old World climbing fern (*Lygodium microphyllum*) and Brazilian pepper (*Schinus terebinthifolius*) on 4,025.77 acres of the East Everglades Expansion Area of Everglades National Park in Miami-Dade, Florida.

COMMERCIAL APPLICATORS LICENSES

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20664

LAROQUE, JAMES ANDERSON Categories
5A, 21, 6

Issued: September 24, 2014 Expires: September 30, 2018

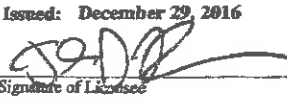
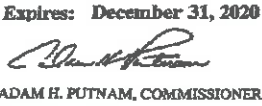
 
Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24610

KOCUR, THOMAS DAVID Categories
21, 2, 5A

Issued: December 29, 2016 Expires: December 31, 2020

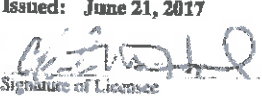
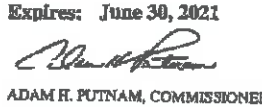
 
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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM17292

HENSEL, CHRISTINA MARIE Categories
21, 6, 5A, 2, 3

Issued: June 21, 2017 Expires: June 30, 2021



 
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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24953

SCHNOKE, ZACHARY A Categories
5A, 21

Issued: February 10, 2016 Expires: February 29, 2020

 
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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM22689

SERVISS, CALVIN JACOB Categories
21, 5A

Issued: January 24, 2018 Expires: January 31, 2022


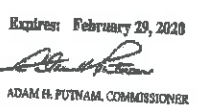
 
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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24052

ADAMS, ANTHONY ALAN Categories
6, 5A, 21, 2

Issued: February 10, 2016 Expires: February 29, 2020

 
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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21439

BOENM, THOMAS MATTHEW Categories
21

Issued: November 27, 2014 Expires: December 31, 2019


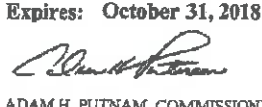
 
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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20054

SANDSMARK, ERIK THOMAS Categories
21

Issued: October 30, 2014 Expires: October 31, 2018

 
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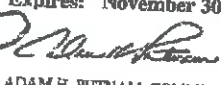
COMMERCIAL APPLICATORS LICENSES

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24531

BALDINO, ETHAN XAVIER

Categories
5A, 21

Issued: November 8, 2016 Expires: November 30, 2020

 
Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25261

BARRON, JAMES

Categories
21

Expires: January 31, 2022

 
Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21738

ORTIZ, SERGIO HERREJON

Categories
21

Issued: June 23, 2016 Expires: June 30, 2020

 
Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20766

WALTIMYER, WADE ROBERT

Categories
21

Issued: March 6, 2015 Expires: November 30, 2018

 
Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23947

CBRDA, ALVARO LANA

Categories
21

Issued: December 5, 2015 Expires: December 31, 2019

 
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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21697

LOPEZ, JUAN JOSE

Categories
21

Issued: June 23, 2016 Expires: June 30, 2020

 
Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

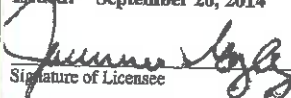

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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20617

GONZALEZ, JUVENCIO

Categories
21

Issued: September 26, 2014 Expires: August 31, 2018

 
Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

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Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM22061

ORTIZ, ANTONIO

Categories
21

Issued: December 8, 2016 Expires: January 31, 2021

 
Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

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Current Availability

We have carefully considered our current workload capacity and company resources and are confident that we're well suited to complete this project within the specified period of performance (December 2017 – June 2021). We are prepared to commence work within ten (10) days of the issuance of the task order assuming work conditions are appropriate at that time. Our organization takes our commitment to the Community Development District very seriously and will dedicate our key personnel and other resources to the satisfactory completion of the provided scope of work. See below table to current commitments.

Project Name	Fee	Est Completion Date
Bayside and Baycreek CDD Springs Creek Tributary Debris Removal 2018	\$ 1,650.00	7/30/2018
Horse Creek Stewardship Program - Water Quality Evaluation 2017-2018	\$ 29,848.00	8/31/2018
Twin Lakes Floodplain Comp Pond Vegetation Maintenance and Planting	\$ 10,000.00	8/31/2018
Hardin County Hurricane Ike/Dolly Disaster Recovery Round 2.2 Mill Creek - Creek Debris Cleaning	\$ 304,960.00	8/31/2018
Greyhawk Wetland F Additional Trees	\$ 1,498.00	8/31/2018
Greyhawk Wetland K and L Monitoring	\$ 2,500.00	8/31/2018
Oakes Neighborhood Park Ditch Maintenance 2017-2018	\$ 800.00	8/31/2018
Bayport Park, Jenkins Preserve, and Pedersen Preserve Vegetation Maintenance	\$ 27,030.00	8/31/2018
Margood Harbor Park 2018 Habitat Restoration	\$ 8,494.00	8/31/2018
Lake Hiawatha Preserve Year 3 Vegetation Maintenance	\$ 4,200.00	8/31/2018
CFM CDD 2016 Mitigation	\$ 357,757.01	8/31/2018
Panther Island Phase 9 Planting	\$ 189,040.86	8/31/2018
Summerland Shrimp Farm Mangrove Trimming	\$ 17,500.00	8/31/2018
Invasive Species Re-Treatment at North County Sports Complex	\$ 24,550.00	8/31/2018
Thousand Islands Native Plant Installation	\$ 4,750.00	8/31/2018
Kimal Lumber Pond Maintenance 2018	\$ 1,750.00	8/31/2018
Worthington Wetland & Swale Planting	\$ 51,900.00	8/31/2018
Caribbean Village Mangrove Trimming	\$ 9,850.00	8/31/2018
StoneyBrook Landing Exotic Removal	\$ 4,985.00	8/31/2018
Caloosahatchee Creek Preserve Site 82 & 175 Maintenance	\$ 37,422.00	8/31/2018
Patrick AFB Rescue Road and Airfield Planting	\$ 32,000.00	8/31/2018
Patrick Air Force Base Shoreline Repair Native Plant Supply and Install	\$ 73,413.40	9/30/2018
Little Manatee River – Willow Parcel Invasive Species Treatment	\$ 33,225.00	9/30/2018
Lake Apopka North Shore Wetland Planting Project	\$ 243,000.00	9/30/2018
Estates at Glenn Lakes Cattail Removal	\$ 18,000.00	9/30/2018
RV Griffin Preserve Wetlands Maintenance Services	\$ 46,800.00	9/30/2018
Cedar Hammock 2018 Ongoing Preserve Maintenance	\$ 13,700.00	9/30/2018
Bellalago and IOB 2018 Wetland Maintenance	\$ 7,950.00	9/30/2018
Clam Pass Beach Park 2018 Maintenance	\$ 5,364.00	9/30/2018
Yellow Fever Creek Vegetation Removal 2018	\$ 4,434.00	9/30/2018
East Lakes Park Filter Marsh Vegetation Removal 2018	\$ 30,660.00	9/30/2018

Reflection Lake Filter Marsh Vegetation Removal 2018	\$ 17,937.00	9/30/2018
Palmona Park Vegetation Removal 2018	\$ 14,550.00	9/30/2018
Gator Slough Filter Marsh Vegetation Removal 2018	\$ 11,244.00	9/30/2018
Halfway Creek Vegetation Removal 2018	\$ 3,072.00	9/30/2018
Popash Creek Preserve Vegetation Removal 2018	\$ 13,494.00	9/30/2018
Powell Creek Filter Marsh Vegetation Removal 2018	\$ 26,241.00	9/30/2018
Powell Creek (Del Pardo) Vegetation Removal 2018	\$ 17,247.00	9/30/2018
Eagle Lakes Park Lake Maintenance 2017-2018	\$ 2,250.00	9/30/2018
East Naples Community Park Lake Maintenance 2017-2018	\$ 4,334.00	9/30/2018
Sugden Regional Park Avalon Lake Ongoing Maintenance	\$ 44,400.00	9/30/2018
North Carlton-Smith Mitigation Area Shrub Removal and Treatment	\$ 9,750.00	9/30/2018
Reedy Creek 2018 Vegetation Maintenance	\$ 169,500.00	9/30/2018
Solivita Phase 5 and 7F Consulting Services	\$ 8,250.00	9/30/2018
Pelican's Nest 2018 Mangrove Trimming	\$ 22,500.00	10/31/2018
San Carlos Bay - Bunche Beach Preserve Exotic Plant Control 2018	\$ 102,968.00	10/31/2018
Caribbean Village Upland Restoration Plan	\$ 32,335.00	10/31/2018
Leitner Creek Maintenance and Cleaning	145,994.00	10/31/2018
Patrick AFB North Shoreline Erosion Repair	\$ 45,500.00	11/30/2018
Waterview 2018 Vegetation Maintenance and Monitoring	\$ 15,200.00	11/30/2018
Six Mile Cypress Slough North Mitigation Area Exotic Removal	\$ 57,488.00	11/30/2018
Buccaneer Estates Ongoing Preserve Maintenance 2018	\$ 5,790.00	11/30/2018
Village of Wellington Aquatic Vegetation Control Services	\$ 38,225.00	11/30/2018
Greyhawk 2018 Maintenance at Wetlands F, L, and K	\$ 18,000.00	12/31/2018
RV Inspection of Harden Control Structures and Ditch Blocks	\$ 8,280.00	12/31/2018
Marion County Year 4 Fence Line Herbicide Spraying	\$ 58,690.14	12/31/2018
Beach Dune Vegetation Services for Coastal Dune Rehabilitation	\$ 695,516.78	12/31/2018
Chassahowitzka WMA Native Seed Purchase	\$ 32,000.00	12/31/2018
42-inch Pipeline Maintenance 2018	\$ 32,160.00	1/31/2019
Hacienda Del Mar Semi Annual Mangrove Trimming 2017 Part 2	\$ 24,000.00	1/31/2019
Lea Marie Preserve Maintenance 2018	\$ 2,500.00	1/31/2019
Stonebridge Wetland Buffer Preserves Nuisance and Exotic Removal 2018	\$ 25,000.00	1/31/2019
Enclave at Moss Park Pond 7876 Planting	\$ 3,900.00	1/31/2019
Enclave at Moss Park Pond 7676 Planting	\$ 8,100.00	1/31/2019
Eagle Ridge Lakes 2018-2019 Preserve Maintenance	\$ 7,976.00	2/28/2019
Northshore Seagrass Mitigation Bank	\$ 90,000.00	2/28/2019
Hobe Sound Seabranch Quarterly Maintenance	\$ 23,976.00	2/28/2019
Imperial Marsh Preserve 93 Exotics Treatment	\$ 147,983.00	3/28/2019
HBMP Project Management of Field Data 2018	\$ 12,600.00	3/31/2019
The Brooks CDD Berm Pebble Point Quarterly Trimming and Removal	\$ 23,370.00	3/31/2019
Stonebridge Ongoing Maintenance Renewal 2018	\$ 5,550.00	3/31/2019
North Myrtle Beach Fencing and Grassing - Cherry Grove Beach, Windy Hill	\$ 300,634.08	3/31/2019
HCFCO South Belt Storm Detention Planting	\$ 20,354.26	3/31/2019
Reservoir Outfall Ditch and Crest Road Maintenance	\$ 21,940.00	4/30/2019
Cypress Woods 2018 Preserve Maintenance	\$ 22,400.00	4/30/2019
Myrtle Beach Fencing and Grassing (Reach 1 and Reach 3) 2017	\$ 691,848.75	4/30/2019

Current Availability

North Myrtle Beach Additional Planting	\$ 61,250.00	4/30/2019
Six Mile Cypress Offsite Mitigation Phase II and III 2018 Maintenance	\$ 27,885.00	5/31/2019
HCFCO Eldridge Site Shoreline Bank Staking	\$ 8,373.68	6/30/2019
HCFCO Willow Waterhole Detention Basin Compartment 5 Fencing and Planting	\$ 14,103.88	6/30/2019
HCFCO Mason Creek Stormwater Detention Porter Detention Basin Planting	\$ 45,444.88	6/30/2019
HCFCO Meyer Park Creek Bank Biostabilization	\$ 6,962.67	6/30/2019
Bayside and Bay Creek CDD - Maintenance of Water Management Areas	\$ 97,164.00	8/31/2019
Waterford Phase 1-A, Phase 3 (Lindsford Community Property) Vegetative	\$ 136,270.00	9/30/2019
Coastal Oaks Preserve Chemical Site Prep	\$ 49,750.00	9/30/2019
Silverleaf Wetland Mitigation Monitoring	\$ 7,500.00	10/31/2019
T.G. Lee Offsite Mitigation Area 2018 Vegetation Maintenance	\$ 15,800.00	10/31/2019
Sarasota Memorial Hospital Maintenance 2017	\$ 96,000.00	5/30/2020
Pond Apple Slough Planting and Maintenance	\$ 35,651.72	5/31/2020
Canterfield Assisted Living Ongoing Semi Annual Exotic Removal	\$ 11,634.00	7/31/2020
Pine Island Pasture Restoration Maintenance	\$ 196,830.00	9/30/2020
Port Everglades Wetlands Construction and Planting	\$ 857,666.00	7/31/2021
Van Dyke Church West Campus Project Wetland Mitigation Services	\$ 29,448.00	9/30/2021
Twin Lakes Vegetation Maintenance	\$ 3,850.00	7/30/2022
Ngala Wildlife Preserve Monitoring	\$ 5,700.00	8/30/2022

Similar Current Contracts

Project Name	Contact Name	Phone	E-Mail
Village of Wellington Aquatic Vegetation Control Services	Bagiotti, Darrel	(561) 234-8158	dbagiotti@clarke.com
Sarasota Memorial Hospital Maintenance 2017 -2020	Wedlock, Geoff	(941) 917-6995	Geoff.Wedlock@smh.com
Marion County Year 4 Fence Line Herbicide Spraying	Leazott, Charles	(352) 671-8444	charles.leazott@marioncountyfl.org
Lake Hiawatha Preserve Year 3 Vegetation Maintenance	Shelton, Kevin	(813) 636-1532	kevin.shelton@amecfw.com
Stonebridge Ongoing Maintenance Renewal 2018	Schortzmann, Serena	(941) 388-7109	serena@mgmt.tv
Ngala Wildlife Preserve Ongoing Maintenance	Donovan Smith, R.	(239) 353-3572	donovan@ngala.net
Reservoir Outfall Ditch and Crest Road Maintenance	Stone, Sam	(863) 491-7567	sstone@regionalwater.org
Cypress Woods 2018 Preserve Maintenance	Navas, Cisco	(239) 597-2895	goffcourse@cypresswoodsgolf.com
The Brooks CDD Berm Pebble Point Quarterly Trimming and Removal	Adams, Cleo	(239) 498-9020	Cleo.Adams@whhassociates.com
Peace River Wetland Mitigation Bank 2018	Urban, Dave	(443) 921-9441	david@ecosystempartners.com
Eagle Ridge Lakes Quarterly Preserve Maintenance	Cox, Bill	(239) 437-0340	danmary@live.com
Eagle Ridge Lakes 2018-2019 Preserve Maintenance	Ruzbasan, Dan	(239) 561-1123	danmary@live.com
Greyhawk 2018 Maintenance at Wetlands F, L, and K	Rodgers, Richard	(941) 584-9650	rodgersr@samrodders.com
Sugden Regional Park Avalon Lake Ongoing Maintenance	Garby, Derrick	(239) 252-4091	DerrickGarby@colliergov.net
Reedy Creek 2018 Vegetation Maintenance	Green, Steven	(352) 404-9099	sgreen@mitigationresources.com
Six Mile Cypress Slough North Mitigation Area Exotic Removal	Allman, Karyn	(239) 533-5450	kallman@leegov.com
Buccaneer Estates Ongoing Preserve Maintenance 2018	Fazlic, Antonette	(239) 995-3337	buccaneerestates_mgr@equitylifestyle.com
Sollvita West 2018 Vegetation Maintenance	Bautista, Rudy	(407) 319-9313	rbautista@evergreen-lm.com

-- End of Bid Package --
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Flow Way Community Development District
 Preserve Maintenance Bid Specifications
 June 2018

EXHIBIT "B"					
Flow Way CDD Preserve Areas Maintenance Bid Schedule					
Bid Spread Sheet - Esplanade Exotic Plant Management				Jun-18	THA #: 9418
Item	Description	Unit	Qty	Unit Cost	Total Cost
1	Wading Bird Foraging Areas - Year 1	LS 8.7ac	1	\$440.00	\$3,828.00
2	Wading Bird Foraging Areas - Year 2	LS 8.7ac	1	\$440.00	\$3,828.00
3	Wading Bird Foraging Areas - Year 3	LS 8.7ac	1	\$440.00	\$3,828.00
4	Wading Bird Foraging Areas - Year 4	LS 8.7ac	1	\$440.00	\$3,828.00
5	Wading Bird Foraging Areas - Year 5	LS 8.7ac	1	\$440.00	\$3,828.00
6	Internal Preserves - Year 1	LS 37.7ac	1	\$342.00	\$12,893.40
7	Internal Preserves - Year 2	LS 37.7ac	1	\$342.00	\$12,893.40
8	Internal Preserves - Year 3	LS 37.7ac	1	\$206.00	\$7,766.20
9	Internal Preserves - Year 4	LS 37.7ac	1	\$135.00	\$5,089.50
10	Internal Preserves - Year 5	LS 37.7ac	1	\$135.00	\$5,089.50
11	Western Preserve - Year 1	LS 189..8ac	1	\$225.00	\$42,705.00
12	Western Preserve - Year 2	LS 189..8ac	1	\$135.00	\$25,623.00
13	Western Preserve - Year 3	LS 189..8ac	1	\$135.00	\$25,623.00
14	Western Preserve - Year 4	LS 189..8ac	1	\$65.00	\$12,337.00
15	Western Preserve - Year 5	LS 189..8ac	1	\$65.00	\$12,337.00
16	Northern Preserve Area 1 - Year 1	LS 322.8ac	1	\$256.00	\$82,636.80
17	Northern Preserve Area 1 - Year 2	LS 322.8ac	1	\$193.00	\$62,300.40
18	Northern Preserve Area 2 - Year 1	LS 565.6ac	1	\$235.00	\$132,916.00
19	Northern Preserve Area 2 - Year 2	LS 565.6ac	1	\$177.00	\$100,111.20
20	Northern Preserve Area 1 & 2 - Year 3	LS 888.4ac	1	\$183.00	\$162,577.20
21	Northern Preserve Area 1 & 2 - Year 4	LS 888.4ac	1	\$154.00	\$136,813.60
22	Northern Preserve Area 1 & 2 - Year 5	LS 888.4ac	1	\$154.00	\$136,813.60
				TOTAL COST	\$995,665.80
WRITTEN COST \$		Nine hundred ninety five thousand six hundred sixty five dollars and eighty cents.			
Available Start Date and Length of Time for Completion				1/01/2019	As scheduled through 2023
BID NOTES:					
OPTIONS					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
A	N/A				\$ -
CONTRACTOR NOTES:					

Woods and Wetlands Inc
 Company Signature *David J. Quinlan*
David J. Quinlan (print)
 President

Date: 8/2/2018

Woods and Wetlands Inc was chartered under the laws of the State of Florida

David J Quinlan
President, Secretary and Treasurer
18731 Durrance RD
North Fort Myers, FL 33917



Attest:

A handwritten signature in blue ink, appearing to read "Quinlan". The signature is fluid and cursive.

David J. Quinlan, Secretary

**Woods and Wetlands Inc
18731 Durrance Road
North Fort Myers, FL 33917**

T 239 567 1857

August 3, 2018

Flow Way Community Development District
JP Ward and Associates LLC, District Manager
2900 Northeast 12th Terrace Suite 1
Oakland Park, FL 33334

Dear Mr. Ward:

We are writing to ask you to note that Woods and Wetlands Inc is very soundly capitalized and has the requisite financial resources to complete the Preserve Maintenance Proposal 2019-2023 as written, but invite you to contact our bank and/or accountant with any questions or requests for further financial assurances as necessary and proper for the purpose of establishing our ability to see the project through to its completion December 31, 2023.

IBERIABANK
2247 First Street
Fort Myers, FL 33901
239 332-3527
Pete D'Alessandro, Vice President and Branch Manager

Forrester Hart Belisle & Whitaker CPA's
1429 Colonial BLVD Suite 201
Fort Myers, FL 33907
239 939 1188
Craig Whitaker, CPA

Cordially,



David J. Quinlan
President

HACIENDA LAKES OF NAPLES

1000 AC+ Initial exotic removal, maintenance and plantings 2013-present
\$ 1,500,000.00 +

David E. Torres, President
C 904 762 4454

ESPLANADE

322.8 AC Northern Preserve Area 1 Initial exotic removal 2017
\$ 740,000.00

888.4 AC Northern Preserve Area 1 and 2 Maintenance 2018
\$ 550,000.00

Taylor Morrison
Drew Miller, Land Development Manager
C 727 647 0566

SAN MARINO OFF-SITE MITIGATION AREAS

200 AC Initial exotic removal 2018
\$ 175,000.00

Stock Development LLC
Keith Gelder, Vice President of Land
C 239 280 6504

**Woods and Wetlands Inc
18731 Durrance Road
North Fort Myers, FL 33917**

T 239 567 1857

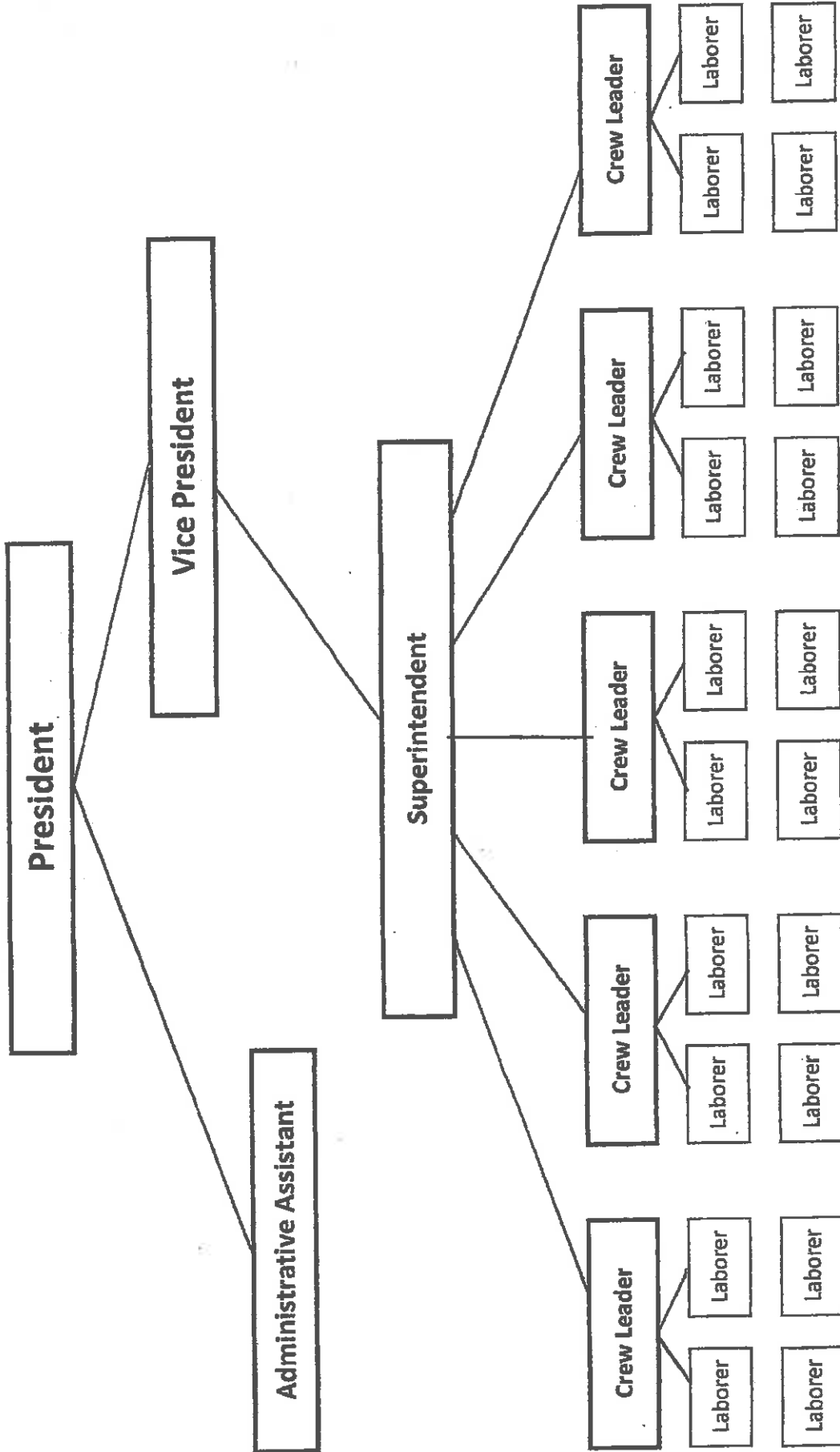
Federal Tax ID 27-3519783

Woods and Wetlands Inc was established in 1995 and recently celebrated our 23d anniversary at our 10 acre location in North Fort Myers. Known primarily for the careful removal of non-native exotic invasive and nuisance vegetation and the subsequent re-planting of native species in preserve mitigation, restoration and maintenance environments, the Company is recognized throughout SW Florida as an experienced, reliable and trusted provider of Ecosystem Restoration.

In addition to Exotic Plant Control, Hydrological Restoration and Native Plant Installation, Woods and Wetlands Inc has extensive experience in the design and planting of uplands/wetlands and littoral areas as well as beach and shoreline re-vegetation. Other client driven services include Gopher Tortoise extraction and relocation and manual fire fuel reduction for neighborhood fire prevention. The Company has also participated in Hurricane Irma disaster clean-up, prescribed burns and has a certified Arborist and Certified Pile Burner on staff. SFWMD Small Business Enterprise and Certified Drug Free.

Woods and Wetlands Inc has thirty (30) +/- full time core employees and hires qualified day labor on an "as needed" basis for only non-technical work or services not requiring special or experienced skills. **That said, Woods and Wetlands Inc agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.** Depending on the day and task, all 5 crew leaders and 20 currently experienced field personnel would be assigned to the Flow Way CDD project as necessary and appropriate. Please refer to the organizational chart provided hereafter and note that the Company has the interest, ability and capacity to absorb the Flow Way CDD project into our schedule of commitments for 2019-2023.

Recognizing that the contract will be awarded only to responsible contractors qualified by experience to do the work specified herein, we hereby respectfully submit the following documents in support of our belief that **without reservation or exception Woods and Wetlands Inc is fully prepared with the necessary organization, capital, equipment and machinery to complete the work to the satisfaction of the District within the time stated in the proposal.**



All Woods and Wetlands Inc's field personnel have thorough knowledge and experience in identifying native and FLEPPC Category I and II non-native invasive plants and all crew leaders are fluent in English. All personnel are required to attend monthly Plant ID tailgate training exercises and there are laminated posters in the office/shop areas which are used for reference for species not found on a day-to-day basis. FNGLA Plant ID seminars are offered annually; Environmental Scientists are consulted regularly; and each work truck is equipped with these illustrated books for additional site reference:
Identification and Biology of Non-Native Plants in Florida Natural Areas- Langeland
Shrubs and Woody Vines of Florida-Nelson
Forest Trees of Florida- FDACC

NAME/TITLE	CREDENTIALS
David J Quinlan President PRIMARY CONTACT 813 205 1973	FDACS #CM20702 NATURAL AREAS, ROW, AND AQUATIC FDEP#24541 STORMWATER EROSION CONTROL 7 years field experience in Lee County
Cory S. O'Meara Vice-President PRIMARY CONTACT 239 994 4740	FDACS #CM23094 NATURAL AREAS AND AQUATIC ISA CERT ARBORIST # FL-9188A FL FORESTRY CERT PILE BURNER #P-2010-0627 FLEPPC CAT I and II ID Knowledgeable 14 years field experience with extensive knowledge of Lee County and surrounding areas ecosystems and natural areas.
Kole L Truckenmiller Superintendent 239 770 0426	FDACS #CM25274 NATURAL AREAS FLEPPC CAT I and II ID Knowledgeable 14 years field experience with extensive knowledge of Lee County and surrounding areas Ecosystems and natural areas.
Shane P. Tucker Foreman 239 410 1068	FDACS #CM22272 NATURAL AREAS, FOREST AND AQUATIC FL FORESTRY CERT PILE BURNER #P-2017-1123 FLEPPC CAT I AND II ID Knowledgeable 6 years field experience with extensive Knowledge of Lee County natural areas.

Cory S. O'Meara

2800 SW 29th Place • Cape Coral, FL 33914 • (239) 994-4740 • cory.omeara@woodsandwetlandsinc.com

VICE PRESIDENT

Ecosystem Restoration Manager with a 14 year record of success overseeing all phases of exotic, non-native and nuisance vegetation removal and replanting of native species for government and private-sector clients. Experience includes managing crews of up to 50 in preserve mitigation, restoration and maintenance and upland/wetland plantings; beach and coastal re-vegetation; gopher tortoise and other endangered species relocation; mangrove trimming and a variety of other environmentally sensitive projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

SKILLS

– Environmental Remediation Projects

- Subcontractor/Crew Supervision
- Bidding/Estimating/Proposals

Employer Summary

WOODS AND WETLANDS INC. (N. Fort Myers, FL) – Vice President 10/2011 to Present

Supervise multiple crews on all phases of environmental remediation and assist with bidding projects

Ecosystem Technologies Inc. (Fort Myers, FL) – Crew Leader. 05/2004 to 10/2011

Managed all phases of environmental remediation.

EDUCATION

University of Central Florida

Associates Degree

2004

Certifications

ISA CERTIFIED ARBORIST FL-9188A

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Commercial Herbicide Applicator License CM23094

Kole L. Truckenmiller

• 3512 65th Street W • Lehigh Acres, FL 33971 • (239) 770-0426 kole.truckenmiller@woodsandwetlandsinc.com

SUPERINTENDENT

Ecosystem Restoration Manager with a 14 year record of success overseeing all phases of exotic, non-native and nuisance vegetation removal and replanting of native species for government and private-sector clients. Experience includes managing crews of up to 50 in preserve mitigation, restoration and maintenance and upland/wetland plantings; beach and coastal re-vegetation; gopher tortoise and other endangered species relocation; and a variety of other environmentally sensitive projects. Backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions.

SKILLS

— *Environmental Remediation Projects*

— *Subcontractor/Crew Supervision*
— *Bidding/Estimating/Proposals*

Employer Summary

WOODS AND WETLANDS INC (Fort Myers, FL) -- Superintendent 06/2017 to Present

Supervise multiple crews on all phases of environmental remediation and assist with bidding projects

ECOSYSTEM TECHNOLOGIES INC (Fort Myers, FL) — Superintendent/Project Manager, 08/2004 to 06/2017

Managed all phases of environmental remediation. Experienced with projects valued in excess of \$1,000,000.00

Certifications

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Commercial Herbicide Applicator License CM25274

Certifications

- Drug Free Work Place
- ISA Certified Arborist
- Commercial Applicator Licenses
 - Natural Areas Weed Management
 - Forest Pest Control
 - Aquatic Pest Control
 - Right of Way
- Best Management Practices
- Certified Pile Burner
- Qualified Stormwater Management Inspector
- Licensed Dealer in Agriculture Products
- Hazardous Materials Operations / OSHA Level II
- FDOT – MOT (Maintenance of Traffic)
- CDL (Commercial Drivers License)
- Collier County Landscaping Restricted Contractor
- Collier County Tree Removal and Trimming Contractor

**COLLIER COUNTY
CERTIFICATE OF COMPETENCY**

CERTIFICATION INFORMATION

C33933 Certification Information
Collier County Board of County Commissioners

Date: September 22, 2017

DBA: WOODS AND WETLANDS, INC
ADDRESS: 18731 DURRANCE RD
FT MYERS, FL 33917-

PHONE: 2395671857

CELL: 8132051973

FAX: 2395670932

LICENSEE NBR: C33933

QUALIFIER: QUINLAN, DAVID J.

TYPE: TREE REMOVAL & TRIMMING CONTR.

CLASS CODE: 4430

ISSUANCE NBR: 201300001347

INSURANCE:

Worker's Compensation
October 26, 2017

General Liability
October 26, 2017

ORIG ISSD:

August 08, 2013

EXPIRATION:

September 30, 2018

NOTE: It is the Qualifier's responsibility to keep all business, licensing and requirements current and to provide up to date copies for Collier county files. This includes all insurance certificates and any change of address information.

COLLIER COUNTY
CERTIFICATE OF COMPETENCY

CERTIFICATION INFORMATION

33933 Certification Information
Collier County Board of County Commissioners

Date: September 06, 2017

DBA: WOODS AND WETLANDS, INC
ADDRESS: 18731 DURRANCE RD
FT MYERS, FL 33917-

PHONE: 2395671857

CELL: 8132051973

FAX: 2395670932

LICENSEE NBR: C33933

QUALIFIER: JULIE SIZEMORE
QUINLAN, DAVID J.

TYPE: LANDSCAPING RESTRICTED CONTR.

CLASS CODE: 4235

ISSUANCE NBR: 201300001348

INSURANCE:

ORIG ISSD:

EXPIRATION:

Worker's Compensation
October 26, 2017

August 08, 2013

September 30, 2018

General Liability
October 26, 2017

NOTE: It is the Qualifier's responsibility to keep all business, licensing and requirements current and to provide up to date copies for Collier county files. This includes all insurance certificates and any change of address information.

Florida Department of Agriculture and Consumer Services

License Categories

- 1A1 Ag Row Crop
- 1A2 Ag Tree Crop
- 1B Ag Animal
- 1C Private Applicator Ag
- 1D Soil and Greenhouse Fum
- 1E Raw Ag Commodity Fum
- 2 Forest Pest Control
- 3 Ornamental and Turf
- 4 Seed Treatment
- 5A Aquatic Pest Control
- 5B Organotin Paint
- 6 Right of Way
- 7A Wood Treatment
- 7B Chlorine Gas Infusion
- 7C Sewer Root Control
- 9 Regulatory Pest Control
- 10 Demonstration and Research
- 11 Aerial Application
- 20 Regulatory Insp. and Samp
- 21 Natural Areas Weed Mgmt

For information, call (850) 617-7870

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License


License # CM20702

QUINLAN, DAVID JAMES
1480 MANUELS DRIVE
FORT MYERS, FL 33901

Categories
6, 5A, 21

Issued: September 26, 2014

Expires: October 31, 2018


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM23094

O'MEARA, CORY S
2800 SW 29TH PL
CAPE CORAL, FL 33914

Categories
5A, 21

Issued: July 30, 2018

Expires: August 31, 2022


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM22272

TUCKER, SHANE PATRICK
702 SW 3RD CT
CAPE CORAL, FL 33991

Categories
21, 2, 5A

Issued: June 2, 2017

Expires: May 31, 2021


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM25274

TRUCKENMILLER, KOLE L
3512 65TH ST W
LEHIGH ACRES, FL 33971

Categories
21

Issued: January 16, 2018

Expires: January 31, 2022


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

Cory Stephen O'Meara

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



A handwritten signature in black ink, appearing to read "Jim Skiera".

Jim Skiera, Executive Director
International Society of Arboriculture

A handwritten signature in black ink, appearing to read "Skip Kucan".

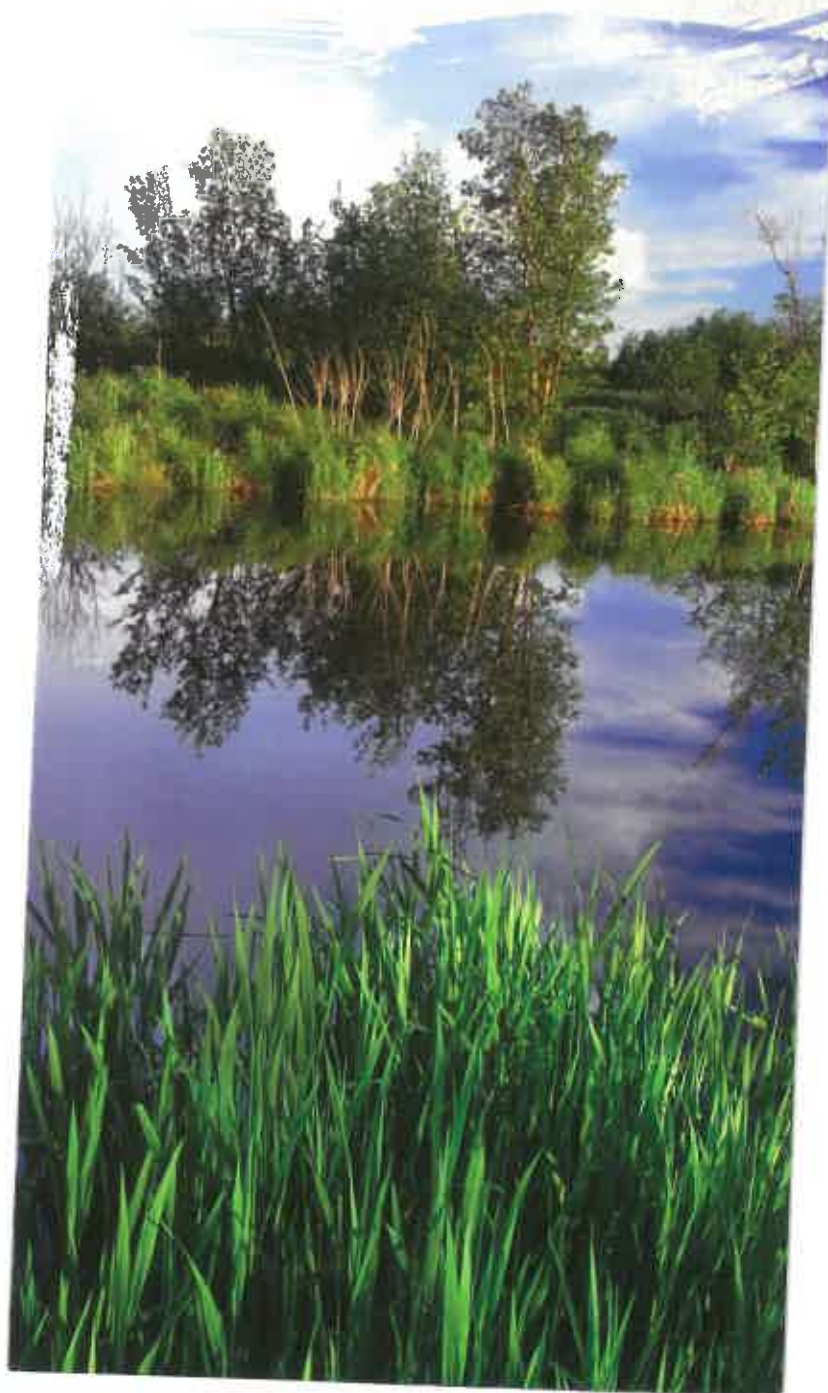
Certification Board, Chair
International Society of Arboriculture

FL-9188A	25 Jun 2016	30 Jun 2019
Certification Number	Certified Since	Expiration Date

Equipment List

Equipment	Year
(10) CREW CAB WORK TRUCKS WITH 150 GAL WATER TANKS FOR WATERING AND HERBICIDE MIX IN THE FIELD	2006 -2016
F550 DUMP TRUCK	2003
KUBOTA SKID STEER WITH GRAPPLE RAKE / BUCKET / HEDGE TRIM / BRUSH CUTTER	2018
BOBCAT COMPACT EXCAVATOR	2017
BLUE DIAMOND STUMP GRINDER 24" WHEEL ATTACHMENT	2017
CASE 621 FRONT END LOADER WITH BOX BLADE	2002
(2) JOHN DEERE TRACTOR WITH BUSH HOG & FRONT END TRACTOR LOADER	2002 & 2015
(1) MASSEY FERGUSON TRACTOR	2016
FECON - GRINDER HEAD	2017
(2) BUSH HOG CUTTERS - RHINO TR-96 BUSH HOG CUTTER / 15' ROTARY CUTTER	20016- 2017
(2) WINCHES - JL61 SKIDDING WINCH / JL 501 3 POINT WINCH	2013 -2016
TRACKER UTILITY BOAT W/ MOTOR	2017
18' SKIFF	2004
(1) AIRBOAT	2013
(2) KAYAK / CANOE	2012
(1) SWAMP BUGGYS	2016
(4) UTILITY VEHICLES- 3 KUBOTA & 1 JOHN DEERE GATOR	2006-2017
(4) HONDA FOREMAN ATV	2005 - 2016
SOUTH GEORGIA CAGO LAWN TRAILER - 16' Enclosed	2013
(5) HAULING TRAILERS (VARIOUS SIZES)	2004-2017
(6) UTILITY TRAILERS	2005-2018
(3) DUMP TRAILERS	2005-2017
(3) DIXIE CHOPPER COMMERCIAL MOWER	2010 - 2013
(12) STIHL CHAINSAWS	2014 -2017
(45) BACKPACK SPRAYERS	
(2) HIGH VOLUME SPRAY RIG/BOOM SPAYERS	2010 & 2014
2" AND 4" PUMPS (FOR LONG TERM WATERING)	2011
(5) LARGE WATER TANKS	
(4) GAS POWERED AUGERS WITH MULTIPLE BITS	2012 - 2014
(6) STRING TRIMMERS	2013 - 2014
(2) BACKPACK BLOWERS	2014
(3) HEDGERS	2013 - 2018
(2) EDGERS	2014
TRIMMER CONVERTED TO POLE SAW	2013
(3) DOZEN MACHETES	
VARIOUS HAND TOOLS	

WOODS &
WETLANDS INC





**FLOW WAY
COMMUNITY
DEVELOPMENT
DISTRICT**

FINANCIAL REPORT
Year Ended September 30, 2017

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

Year Ended September 30, 2017

	<u>Page</u>
I. Financial Section:	
Independent Auditor's Report	1
Management's Discussion and Analysis	3
Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Position	7
Statement of Activities	8
Fund Financial Statements:	
Balance Sheet - Governmental Funds	9
Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	10
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	11
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund	12
Notes to Financial Statements	13
II. Compliance Section:	
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	29
Management Comments	31
Independent Auditor's Report Compliance with the Requirements of Section 218.415, Florida Statutes	33

INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Flow Way Community Development District

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, and each major fund of the *Flow Way Community Development District* (the "District"), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

MCDIRMIT DAVIS & COMPANY, LLC

934 NORTH MAGNOLIA AVENUE, SUITE 100 ORLANDO, FLORIDA 32803

TELEPHONE: 407-843-5406 FAX: 407-649-9339 EMAIL: INFO@MCDIRMITDAVIS.COM

MEMBERS: PRIVATE COMPANIES PRACTICE SECTION AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2017, and the respective changes in financial position thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis starting on page 3, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated June 21, 2018 on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

McDiarmid Davis & Company, LLC

Orlando, Florida
June 21, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the *Flow Way Community Development District's* (the "District") financial performance provides an overview of the District's financial activities for the fiscal years ended September 30, 2017 and 2016. Please read it in conjunction with the District's financial statements which immediately follow this discussion.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2017:

- The District's total liabilities exceeded its assets at September 30, 2017 by \$5,150,389, a decrease of \$4,010,040. The District conveyed infrastructure of \$3,777,014.
- At September 30, 2017, the District's governmental funds reported a combined fund balance of \$2,030,620, an increase of \$423,951 in comparison with the prior year.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets, liabilities, and deferred inflows/outflows of resources, with the difference between the three reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements can be found on pages 7 and 8 of this report.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District has one fund type: Governmental Funds.

Governmental Funds - Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the statement of revenues, expenditures and changes in fund balances provide reconciliations to facilitate this comparison between governmental funds and governmental activities.

The governmental fund financial statements can be found on pages 9 through 12 of this report.

Notes to Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to basic financial statements can be found on pages 13 through 28 of this report.

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of financial position. The following table reflects the condensed government-wide statements of net position as of September 30, 2017 and 2016:

Flow Way Community Development District
Statement of Net Position

	September 30, 2017	September 30, 2016
Assets, excluding capital assets	\$ 2,034,933	\$ 1,612,032
Capital Assets Not Being Depreciated	12,321,339	12,866,595
Total assets	<u>14,356,272</u>	<u>14,478,627</u>
Liabilities, excluding long-term liabilities	439,232	342,357
Long-term Liabilities	19,067,429	15,276,619
Total liabilities	<u>19,506,661</u>	<u>15,618,976</u>
Net Position		
Net investment in capital assets	(6,746,090)	(2,410,024)
Restricted for debt service	1,550,713	1,234,701
Restricted for capital projects	15,596	2,063
Unrestricted	29,392	32,911
Total net position	<u>\$ (5,150,389)</u>	<u>\$ (1,140,349)</u>

Governmental activities for the year ended September 30, 2017 decreased the District's net position by \$4,010,040, as reflected in the table below:

Changes in Net Position
Year ended September 30,

	2017	2016
Revenues:		
Program revenues	\$ 1,726,191	\$ 1,299,869
General revenues	-	2
Total revenues	<u>1,726,191</u>	<u>1,299,871</u>
Expenses:		
General government	437,001	362,786
Physical environment	4,283,829	-
Interest on long-term debt	1,015,401	782,023
Total expenses	<u>5,736,231</u>	<u>1,144,809</u>
Change in net position	(4,010,040)	155,062
Net position - beginning	(1,140,349)	(1,295,411)
Net position - ending	<u>\$ (5,150,389)</u>	<u>\$ (1,140,349)</u>

MANAGEMENT'S DISCUSSION AND ANALYSIS (CONTINUED)

Analysis of the Government's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a District's net resources available for spending at the end of the fiscal year. The General, Debt Service and Capital Projects Funds comprise the total governmental funds. The fund balance of the General Fund decreased by \$3,519 in the current year. The Debt Service Fund increased by \$413,937 in the current year because bond proceeds and special assessments exceeded debt service payments. The fund balance of the Capital Projects Fund increased by \$13,533 because bond proceeds exceeded capital outlay expenditures.

Capital Asset and Debt Administration

The District's investment in capital assets for its governmental activities as of September 30, 2017, amounts to \$12,321,339 and consists of infrastructure, net of accumulated depreciation. More detailed information about the District's capital assets is presented in the notes to the financial statements.

At the end of the year, the District had total bond debt outstanding of \$19,115,000; \$5,425,000 of which was issued in the current year.

Additional information on the District's long-term debt can be found in Note 6 on pages 23 through 27 of this report.

General Fund Budgetary Highlights

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. There were no amendments to the general fund budget. The legal level of budgetary control is at the fund level.

Requests for Information

This financial report is designed to provide a general overview of *Flow Way Community Development District's* finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Flow Way Community Development District; JPWard & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

FINANCIAL STATEMENTS

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF NET POSITION

September 30, 2017

	Governmental Activities
Assets:	
Cash	\$ 33,705
Assessments receivable	128,174
Restricted assets:	
Temporarily restricted investments	1,873,054
Capital assets:	
Capital assets being depreciated, net	<u>12,321,339</u>
Total assets	<u>14,356,272</u>
Liabilities:	
Accounts payable and accrued expenses	4,313
Accrued interest payable	434,919
Noncurrent liabilities:	
Due within one year	320,000
Due in more than one year	<u>18,747,429</u>
Total liabilities	<u>19,506,661</u>
Net Position:	
Net investment in capital assets	(6,746,090)
Restricted for debt service	1,550,713
Restricted for capital projects	15,596
Unrestricted	<u>29,392</u>
Total net position	<u><u>\$ (5,150,389)</u></u>

The accompanying Notes to Financial Statements are an integral part of this statement.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF ACTIVITIES

Year Ended September 30, 2017

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenue</u>		<u>Governmental Activities</u>	<u>Net (Expense) Revenue and Changes in Net Position</u>
		<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>		
Governmental activities:					
General government	\$ 437,001	\$ 155,132	\$ -	\$ -	\$ (281,869)
Physical environment	4,283,829	-	-	-	(4,283,829)
Interest on long-term debt	1,015,401	1,567,649	2,856	554	555,658
Total governmental activities	<u>\$ 5,736,231</u>	<u>\$ 1,722,781</u>	<u>\$ 2,856</u>	<u>\$ 554</u>	<u>(4,010,040)</u>
General Revenues:					-
Change in Net Position					(4,010,040)
Net Position - beginning					<u>(1,140,349)</u>
Net Position - ending					<u>\$ (5,150,389)</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET
GOVERNMENTAL FUNDS

September 30, 2017

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Assets:				
Cash	\$ 33,705	\$ -	\$ -	\$ 33,705
Investments	-	1,857,458	15,596	1,873,054
Assessments receivable	128,174	-	-	128,174
Due from other funds	-	128,174	-	128,174
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total assets	<u>\$ 161,879</u>	<u>\$ 1,985,632</u>	<u>\$ 15,596</u>	<u>\$ 2,163,107</u>
 Liabilities and Fund Balances:				
Liabilities:				
Accounts payable and accrued expenses	\$ 4,313	\$ -	\$ -	\$ 4,313
Due to other funds	128,174	-	-	128,174
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total liabilities	<u>132,487</u>	<u>-</u>	<u>-</u>	<u>132,487</u>
 Fund Balances:				
Restricted for debt service	-	1,985,632	-	1,985,632
Restricted for capital projects	-	-	15,596	15,596
Unassigned	29,392	-	-	29,392
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total fund balances	<u>29,392</u>	<u>1,985,632</u>	<u>15,596</u>	<u>2,030,620</u>
Total liabilities and fund balances	<u>\$ 161,879</u>	<u>\$ 1,985,632</u>	<u>\$ 15,596</u>	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. 12,321,339

Liabilities not due and payable from current available resources are not reported in governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide statements.

Accrued interest payable	(434,919)	
Bonds payable	<u>(19,067,429)</u>	<u>(19,502,348)</u>

Net Position of Governmental Activities \$ (5,150,389)

The accompanying Notes to Financial Statements are an integral part of this statement.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

Year Ended September 30, 2017

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total Governmental Funds</u>
Revenues:				
Special assessments	\$ 155,132	\$ 1,309,835	\$ -	\$ 1,464,967
Special assessments - prepayments	-	257,814	-	257,814
Investment income	-	2,856	554	3,410
Total revenues	<u>155,132</u>	<u>1,570,505</u>	<u>554</u>	<u>1,726,191</u>
Expenditures:				
Current:				
General government	158,651	-	278,350	437,001
Debt service:				
Interest	-	915,787	-	915,787
Principal	-	415,000	1,220,879	1,635,879
Capital outlay	-	-	3,738,573	3,738,573
Total expenditures	<u>158,651</u>	<u>1,330,787</u>	<u>5,237,802</u>	<u>6,727,240</u>
Excess (Deficit) of Revenues Over Expenditures	<u>(3,519)</u>	<u>239,718</u>	<u>(5,237,248)</u>	<u>(5,001,049)</u>
Other Financing Sources (Uses):				
Bonds issued	-	174,589	5,250,411	5,425,000
Transfers in	-	-	370	370
Transfers out	-	(370)	-	(370)
Total other financing sources (uses)	<u>-</u>	<u>174,219</u>	<u>5,250,781</u>	<u>5,425,000</u>
Net change in fund balances	(3,519)	413,937	13,533	423,951
Fund Balances - beginning of year	<u>32,911</u>	<u>1,571,695</u>	<u>2,063</u>	<u>1,606,669</u>
Fund Balances - end of year	<u>\$ 29,392</u>	<u>\$ 1,985,632</u>	<u>\$ 15,596</u>	<u>\$ 2,030,620</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES**

Year Ended September 30, 2017

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Net change in fund balances - total governmental funds (page 10)	\$	423,951
Expenditures on capital assets are reported as expenditures in the governmental fund statement, however, capital assets are capitalized in the statement of net position.		3,738,573
Depreciation on capital assets is not recognized in the governmental fund statement, however it is reported as an expense in the statement of activities.		(506,815)
Conveyance of capital assets is recorded as an expense in the statement of activities while the amount does not effect the fund financial statements as the amount had previously been recorded as an expenditure.		(3,777,014)
Proceeds from issuance of bonds are reported as fund sources in governmental funds and an increase to long-term liabilities in the statement of net position.		(5,425,000)
Repayments of long-term liabilities are reported as expenditures in governmental funds, while repayments reduce long-term liabilities in the statement of net position.		1,635,879
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Change in accrued interest	(97,925)	
Amortization of bond discount	<u>(1,689)</u>	<u>(99,614)</u>
Change in Net Position of Governmental Activities (page 8)	\$	<u><u>(4,010,040)</u></u>

The accompanying Notes to Financial Statements are an integral part of this statement.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND

Year Ended September 30, 2017

	<u>Budgeted Amounts</u>		<u>Actual</u>	<u>Variance with</u>
	<u>Original</u>	<u>Final</u>	<u>Amounts</u>	<u>Final Budget</u> <u>Positive</u> <u>(Negative)</u>
Revenues:				
Special Assessments	\$ 154,919	\$ 154,919	\$ 155,132	\$ 213
Total revenues	<u>154,919</u>	<u>154,919</u>	<u>155,132</u>	<u>213</u>
Expenditures:				
Current:				
General government	<u>154,919</u>	<u>154,919</u>	<u>158,651</u>	<u>(3,732)</u>
Net change in fund balance	-	-	(3,519)	(3,519)
Fund Balance - beginning	<u>32,911</u>	<u>32,911</u>	<u>32,911</u>	<u>-</u>
Fund Balance - ending	<u>\$ 32,911</u>	<u>\$ 32,911</u>	<u>\$ 29,392</u>	<u>\$ (3,519)</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS

Year Ended September 30, 2017

Note 1 - Organization and Operations

The Flow Way Community Development District (the "District") was established on March 4, 2002, pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190 of the Florida Statutes by Collier County Ordinance 02-09. The Act provides, among other things, the power to manage basic services for community development, the power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purpose of planning, financing, constructing, operating and maintaining certain portions of community-wide infrastructure. The District consists of 830 acres of land and is located entirely within Collier County, Florida.

The District is governed by a Board of Supervisors (the "Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of property within the District, and ownership of land within the District entitles the owner to one vote per acre. All of the Board members are affiliated with Taylor Morrison (the "Developer") at September 30, 2017. The District is economically dependent on the Developer. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has a final responsibility for:

- Assessing and levying special assessments
- Approving and adopting budgets
- Exercising control over facilities and property
- Controlling the use of funds generated by the District
- Hiring the District Manager, District Engineer and District Attorney
- Financing, operating and maintaining improvements.

Note 2 - Summary of Significant Accounting Policies:

The accounting policies of the District conform to Generally Accepted Accounting Principles (GAAP) as applicable to governments in accordance with those promulgated by the Governmental Accounting Standards Board (GASB). The District's more significant accounting policies are described below:

The Financial Reporting Entity

The criteria used for including component units consist of identification of legally separate organizations for which the Board of Supervisors of the District are financially accountable. This criteria also includes identification of organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting district's financial statements to be misleading or incomplete. Based upon this review, there were no potential component units of the District.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 2 - Summary of Significant Accounting Policies (Continued):

Basis of Presentation

Financial Statements - Government-Wide and Fund Financial Statements

The financial statements include both government-wide and fund financial statements.

The District's basic financial statements include both government-wide (reporting the District as a whole) and fund financial statements (reporting the District's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. All of the district's activities are classified as governmental activities.

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all the non-fiduciary activities of the primary government. Governmental activities, which normally are supported by assessments, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The business-type activities are reported separately in government-wide financial statements; however, at September 30, 2017, the District did not have any business-type activities and therefore, no business-type activities are reported. Assessments and other items not properly included as program revenues (i.e., charges to customers or applicants who purchase, use or directly benefit from goods or services) are reported as general revenues. In the government-wide statement of net position, the governmental activities column is presented on a consolidated basis, if applicable, and is reported on a full-accrual, economic resource basis, which recognizes all noncurrent assets and receivables as well as all noncurrent debt and obligations, when and if applicable.

The government-wide statement of activities reports both the gross and net cost of each of the District's functions. The net costs, by function, are also supported by general revenues. The statement of activities reduces gross expenses by related program revenues, operating and capital grants. Program revenues must be directly associated with the function. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

The government-wide focus is more on the ability to sustain the District as an entity and the change in the District's net position resulting from the current year's activities.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 2 - Summary of Significant Accounting Policies (Continued):

Basis of Presentation (Continued)

Financial Statements - Fund Financial Statements

The accounts of the District are organized on the basis of funds. The operations of the funds are accounted for with separate self-balancing accounts that comprise their assets, liabilities, fund equity, revenues and expenditures.

The District reports the following governmental funds:

General Fund - This fund is used to account for all operating activities of the District. At this time, revenues are derived principally from non-ad valorem assessments and interest income.

Debt Service Fund - This fund is used to account for the accumulation of resources for and the payment of long-term debt principal, interest and other financing costs.

Capital Projects Fund - This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

For the year ended September 30, 2017, the District does not report any proprietary funds.

Measurement Focus, Basis of Accounting and Presentation

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the basic financial statements. It relates to the timing of the measurements made regardless of the measurement focus applied. Governmental funds use the current financial resources measurement focus and the government-wide statements use the economic resources measurement focus.

Governmental activity in the government-wide financial statements is presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

The governmental fund financial statements are presented on the modified accrual basis of accounting under which revenue is recognized in the accounting period in which it becomes susceptible to accrual (i.e., when it becomes both measurable and available). "Measurable" means the amount of the transaction can be determined and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within sixty days of the end of the current year.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 2 - Summary of Significant Accounting Policies (Continued):

Budget

A budget is adopted for the General Fund on an annual basis. Appropriations lapse at fiscal year-end. Changes or amendments to the total budgeted expenditures of the District must be approved by the District Board of Supervisors.

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- a. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b. A public hearing is conducted to obtain property owner's comments.
- c. Prior to October 1, the budget is legally adopted by the District Board.
- d. The budgets are adopted on a basis consistent with generally accepted accounting principles.

Excess Expenditures over Appropriations

For the year ended September 30, 2017, expenditures exceeded appropriations for the General Fund.

Cash, cash equivalents and investments

Cash and cash equivalents are defined as demand deposits, money market accounts, and short-term investments with original maturities of three months or less from the date of acquisition.

Investments, if applicable, are stated at their fair value, which is based on quoted market prices. Unrealized gains and losses in fair value are recognized. Certain money market investments are stated at amortized cost if they have a remaining maturity of one year or less when purchased.

Capital assets

Capital assets, which include land and improvements, infrastructure and machinery and equipment, are reported in the governmental activities column in the government-wide financial statements. The District defines capital assets as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 2 - Summary of Significant Accounting Policies (Continued):

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2017.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The District does not have any item that qualifies for reporting in this category for the year ended September 30, 2017.

Special Assessments

The District's Assessments are included on the property tax bill that all landowners receive. The Florida Statutes provide that special assessments may be collected by using the Uniform Method. Under the Uniform Method, the District's Assessments will be collected together with County and other taxes. These Assessments will appear on a single tax bill issued to each landowner subject to such. The statutes relating to enforcement of County taxes provided that County taxes become due and payable on November 1 of the year when assessed or as soon thereafter as certified tax roll is received by the Tax Collector and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes (together with any assessments, being collected by the Uniform Method) are to be billed, and landowners in the District are required to pay all such taxes and assessments, without preference in payment of any particular increment of the tax bill, such as the increment owing for the District's Assessments. Upon any receipt of moneys by the Tax Collector from the Assessments, such moneys will be delivered to the District.

All city, county, school and special district ad valorem taxes, non-ad valorem special assessments and voter-approved ad valorem taxes levied to pay principal and interest on bonds, including the District Assessments, that are collected by the Uniform Method are payable at one time. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full and such partial payment is not to be accepted and is to be returned to the taxpayer, provided, however that a taxpayer may contest a tax assessment pursuant to certain conditions in Florida Statutes and other applicable law.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 2 - Summary of Significant Accounting Policies (Continued):

Special Assessments (Continued)

Under the Uniform Method, if the Assessments are paid during November when due or at any time within thirty (30) days after mailing of the original tax notice or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. March payments are without discount. Pursuant to Section 197.222, Florida Statutes, taxpayers may elect to pay estimated taxes, which may include non-ad valorem special assessments such as the District's Assessments in quarterly installments with a variable discount equal to 6% on June 30 decreasing to 3% on December 31, with no discount on March 31. All unpaid taxes and assessments become delinquent on April 1 of the year following assessment, and the Tax Collector is required to collect taxes prior to April 1 and after that date to institute statutory procedures upon delinquency to collect assessed taxes. Delay in the mailing of the notices to taxpayers may result in a delay throughout this process.

Certain taxpayers that are entitled to claim homestead tax exemption under Section 196.031(1), Florida Statutes may defer payment of a portion of the taxes and non-ad valorem assessments and interest accumulated on a tax certificate, which may include non-ad valorem special assessments. Deferred taxes and assessments bear interest at a variable rate not to exceed 7%. The amount that may be deferred varies based on whether the applicant is younger than 65 or is 65 years old or older; provided that applicants with a household income for the previous calendar year of less than \$10,000 or applicants with less than the designated amount for the additional homestead exemption under Section 196.075, Florida Statutes that are 65 year old or older may defer taxes and assessments in their entirety.

Collection of Delinquent Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Assessment due.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 2 - Summary of Significant Accounting Policies (Continued):

Equity Classifications

Government-wide statements:

Equity is classified as net position and displayed in three components:

- a. Net investment in capital assets - consists of capital assets including restricted capital assets, net of accumulated depreciation, if applicable, and reduced by the outstanding balances of any bonds, or other borrowings that are attributable to the acquisition, construction or improvement of those assets
- b. Restricted net position - consist of net position with constraints placed on the use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position - all other net position that does not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Statements:

The District presents fund balance in accordance with GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement requires that governmental fund financial statements presents fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

Nonspendable - This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. The District has no nonspendable fund balances as of September 30, 2017.

Restricted - This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. Debt service resources are to be used for future servicing of the revenue note and are restricted through debt covenants.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 2 - Summary of Significant Accounting Policies (Continued):

Fund Statements (continued):

Committed - This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the District Board of Supervisors (the "Board"). These amounts cannot be used for any other purpose unless the Board removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The District did not have any committed fund balance as of September 30, 2017.

Assigned - This classification includes amounts that are constrained by the District's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board or through the Board delegating this responsibility to the District Manager through the budgetary process. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. The District did not have any assigned fund balance as of September 30, 2017.

Unassigned - This classification includes the residual fund balance for the General Fund.

When the District has expenditures for which committed, assigned or unassigned fund balance is available, the District would consider committed funds to be spent first, then assigned funds and lastly unassigned funds.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Note 3 - Deposits and Investments:

Deposits

The District maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 3 - Deposits and Investments (Continued):

Deposits (continued)

Under this method, all the District's deposits are fully insured or collateralized at the highest level of security as defined by Governmental Accounting Standards Board, Statement Number 40, *Deposits and Investment Disclosures (an Amendment of Governmental Accounting Standards Board, Statement Number 3)*.

Investments

Investments of the General Fund are governed by Section 218.415, Florida Statutes. The authorized investments include, among others, negotiable direct or indirect obligations which are secured by the United States Government, the Local Government Surplus Funds Trust as created by Section 218.415, Florida Statutes; and interest-bearing time deposits or savings accounts in authorized financial institutions. The District considered fair value, and since the District only holds money market mutual funds, GASB 72 states; money market investments and participating interest-earning investment contracts that have a remaining maturity at the time of purchase of one year or less and are held by governments other than external pools, should be measured at amortized cost as provided in in paragraph 9, Statement 31.

Investments of Debt Service and Capital Projects Fund are governed by the provisions of the Trust Indenture.

Investments of the Debt Service and Capital Projects Fund as of September 30, 2017 were \$1,873,054 and were in money market mutual funds.

Credit Risk

Florida Statutes require the money market mutual funds held by the District to have the highest credit quality rating from a nationally recognized rating agency. The money market mutual funds held by the District are rated AAAM by Standard and Poor's and AAA-mf by Moody's Investors Service.

Custodial Risk

For an investment, custodial credit risk is the risk that in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. The money market mutual funds are not evidenced by securities that exist in physical or book entry form.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 3 - Deposits and Investments (Continued):

Investments (continued)

Interest Rate Risk

Florida Statutes provide that the investment portfolio be structured in such manner as to provide sufficient liquidity to pay obligations as they come due.

Concentration Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. At September 30, 2017, the District's investments were not subject to custodial credit risk.

Note 4 - Capital Assets:

Capital asset activity for the year ended September 30, 2017 was as follows:

	Beginning Balance October 1, 2016	Additions	Disposals	Balance at September 30, 2017
Governmental Activities:				
Capital Assets Not Being Depreciated:				
Construction in progress	\$ 12,866,595	\$ 3,738,573	\$ (16,605,168)	\$ -
Capital assets being depreciated:				
Infrastructure	-	12,828,154	-	12,828,154
Total capital assets	12,866,595	16,566,727	(16,605,168)	12,828,154
Less accumulated depreciation for:				
Infrastructure	-	(506,815)	-	(506,815)
Total capital assets being depreciated, net	-	12,321,339	-	12,321,339
Governmental activities capital assets, net	<u>\$ 12,866,595</u>	<u>\$ 16,059,912</u>	<u>\$ (16,605,168)</u>	<u>\$ 12,321,339</u>

Depreciation was charged to physical environment. Infrastructure of \$3,777,014 was conveyed to the county.

Note 5 - Interfund Transfers:

The Debt Service Fund transferred \$370 to the Capital Projects Fund for expenses paid on behalf of that fund.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 6 - Long-Term Debt:

Summary of Long-Term Debt of Governmental Activities

Long-term debt of the governmental activities at September 30, 2017 is comprised of the following:

\$7,050,000 Special Assessment Revenue Bonds, Series 2013; due in annual installments commencing 2015 through 2044; interest payable semi-annually at 6% and 6.5%.	<u>\$ 6,865,000</u>
\$3,950,000 Special Assessment Revenue Bonds, Series 2015; due in annual installments commencing 2015 through 2045; interest payable semi-annually at 4.25%, 5% and 5.375%.	<u>\$ 3,625,000</u>
\$3,190,000 Special Assessment Revenue Bonds, Series 2015; due in annual installments commencing 2016 through 2047; interest payable semi-annually at 4.0%, 5.125% and 5.375%.	<u>\$ 3,190,000</u>
\$5,425,000 Special Assessment Revenue Bonds, Series 2016; due in annual installments commencing 2017 through 2047; interest payable semi-annually at 3.4%, 4.35%, 4.875% and 5.0%.	<u>\$ 5,425,000</u>

The following is a summary of changes in governmental activities long-term debt for the year ended September 30, 2017:

	Balance October 1, 2016	Additions	Reductions	Balance September 30, 2017	Due Within One Year
Special Assessment Revenue Bonds,					
Series 2013	\$ 6,965,000	\$ -	\$ (90,000)	\$ 6,875,000	\$ 95,000
Series 2015	3,950,000	-	(325,000)	3,625,000	65,000
Series 2015 (Phase 4)	3,190,000	-	-	3,190,000	50,000
Original Issue Discount	(49,260)	-	1,689	(47,571)	-
Series 2016	-	5,425,000	-	5,425,000	110,000
Promissory notes-Developer	1,220,879	-	(1,220,879)	-	-
Total	<u>\$ 15,276,619</u>	<u>\$ 5,425,000</u>	<u>\$ (1,634,190)</u>	<u>\$ 19,067,429</u>	<u>\$ 320,000</u>

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 6 - Long-Term Debt (Continued):

Summary of Significant Debt Terms of Governmental Activities

\$7,050,000 Special Assessment Revenue Bonds, Series 2013 - The District issued \$7,050,000 Series 2013 Bonds for the purpose of funding certain capital projects within the boundaries of the District. The bonds bear interest at 6% and 6.5% and mature in November 2044. Interest is payable semi-annually on the first day of each May and November. The bonds are secured by a pledge of revenues derived from the collection of non-ad valorem special assessments.

The District is required by the Bond Indenture to levy and collect special assessments pursuant to Florida Statutes, Section 190.022. The collection of these assessments is restricted and applied to the debt service requirements of the Bond issue. Further, the District covenants to levy special assessments in annual amounts adequate to provide for the payment of principal and interest on the Bonds as they become due.

The Bonds are subject to mandatory redemption at par on a schedule of annual redemptions starting November 1, 2015 through November 1, 2044, the maturity date. The District is required to redeem the Bonds at par prior to the schedule from the proceeds of any assessments prepaid in full, or moneys received as a result of condemnation or destruction of the project. The Bonds are subject to redemption at the option of the District anytime on or after November 1, 2024 as described in the bond indenture.

The Bond Indenture requires the District to fund a debt service reserve account, as described in the bond indenture. As of September 30, 2017, the reserve fund account balance was sufficient to satisfy this requirement.

Total principal and interest remaining on the 2013 Bonds is \$14,805,550. For the current year ended September 30, 2017, total interest paid on the Bonds was \$442,325 and principal payments of \$90,000. Special assessment revenue pledged in the current year was \$567,389.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 6 - Long-Term Debt (Continued):

Summary of Significant Debt Terms of Governmental Activities (continued)

\$3,950,000 Special Assessment Revenue Bonds, Series 2015 - The District issued \$3,950,000 Series 2015 Bonds for the purpose of funding certain capital projects within the boundaries of the District. The bonds bear interest at 4.25%, 5% and 5.375% and mature in November 2045. Interest is payable semi-annually on the first day of each May and November. The bonds are secured by a pledge of revenues derived from the collection of non-ad valorem special assessments.

The District is required by the Bond Indenture to levy and collect special assessments pursuant to Florida Statutes, Section 190.022. The collection of these assessments is restricted and applied to the debt service requirements of the Bond issue. Further, the District covenants to levy special assessments in annual amounts adequate to provide for the payment of principal and interest on the Bonds as they become due.

The Bonds are subject to mandatory redemption at par on a schedule of annual redemptions starting November 1, 2016 through November 1, 2045, the maturity date. The District is required to redeem the Bonds at par prior to the schedule from the proceeds of any assessments prepaid in full, or moneys received as a result of condemnation or destruction of the project. The Bonds are subject to redemption at the option of the District anytime on or after November 1, 2025 as described in the bond indenture.

The Bond Indenture requires the District to fund a debt service reserve account, as described in the bond indenture. As of September 30, 2017, the reserve fund account balance was sufficient to satisfy this requirement.

Total principal and interest remaining on the 2015 Bonds is \$6,991,713. For the current year ended September 30, 2017, total interest paid on the Bonds was \$200,670 and principal payments of \$325,000 was paid during the current year. Special assessment revenue pledged in the current year was \$277,314.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 6 - Long-Term Debt (Continued):

Summary of Significant Debt Terms of Governmental Activities (continued)

\$3,190,000 Special Assessment Revenue Bonds, Series 2015 (Phase 4) - The District issued \$3,190,000 Series 2015 Bonds for the purpose of funding certain capital projects within the boundaries of the District. The bonds bear interest at 4.0%, 5.125% and 5.375% and mature in November 2046. Interest is payable semi-annually on the first day of each May and November. The bonds are secured by a pledge of revenues derived from the collection of non-ad valorem special assessments.

The District is required by the Bond Indenture to levy and collect special assessments pursuant to Florida Statutes, Section 190.022. The collection of these assessments is restricted and applied to the debt service requirements of the Bond issue. Further, the District covenants to levy special assessments in annual amounts adequate to provide for the payment of principal and interest on the Bonds as they become due.

The Bonds are subject to mandatory redemption at par on a schedule of annual redemptions starting November 1, 2017 through November 1, 2046, the maturity date. The District is required to redeem the Bonds at par prior to the schedule from the proceeds of any assessments prepaid in full, or moneys received as a result of condemnation or destruction of the project. The Bonds are subject to redemption at the option of the District anytime on or after November 1, 2025 as described in the bond indenture.

The Bond Indenture requires the District to fund a debt service reserve account, as described in the bond indenture. As of September 30, 2017, the reserve fund account balance was sufficient to satisfy this requirement.

Total principal and interest remaining on the 2015 (Phase 4) Bonds is \$6,330,358. For the current year ended September 30, 2017, interest of \$164,556 was paid during the current year. No principal was due and special assessment revenue of \$228,723 was pledged.

\$5,425,000 Special Assessment Revenue Bonds, Series 2016 (Phase 5) - The District issued \$5,425,000 Series 2016 Bonds for the purpose of funding certain capital projects within the boundaries of the District. The bonds bear interest at 3.4%, 4.35%, 4.875% and 5.0% and mature in November 2046. Interest is payable semi-annually on the first day of each May and November. The bonds are secured by a pledge of revenues derived from the collection of non-ad valorem special assessments.

The District is required by the Bond Indenture to levy and collect special assessments pursuant to Florida Statutes, Section 190.022. The collection of these assessments is restricted and applied to the debt service requirements of the Bond issue. Further, the District covenants to levy special assessments in annual amounts adequate to provide for the payment of principal and interest on the Bonds as they become due.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 6 - Long-Term Debt (Continued):

Summary of Significant Debt Terms of Governmental Activities (continued)

The Bonds are subject to mandatory redemption at par on a schedule of annual redemptions starting November 1, 2017 through November 1, 2046, the maturity date. The District is required to redeem the Bonds at par prior to the schedule from the proceeds of any assessments prepaid in full, or moneys received as a result of condemnation or destruction of the project. The Bonds are subject to redemption at the option of the District anytime on or after November 1, 2025 as described in the bond indenture.

The Bond Indenture requires the District to fund a debt service reserve account, as described in the bond indenture. As of September 30, 2017, the reserve fund account balance was sufficient to satisfy this requirement.

Total principal and interest remaining on the 2016 Bonds is \$10,294,332. For the current year ended September 30, 2017, interest of \$108,236 was paid during the current year. No principal was due and special assessment revenue of \$236,409 was pledged.

The annual debt service requirements for the Special Assessment Revenue Bonds consist of:

<u>Year Ending September 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2018	\$ 320,000	\$ 1,036,702	\$ 1,356,702
2019	310,000	1,022,560	1,332,560
2020	325,000	1,008,124	1,333,124
2021	340,000	992,989	1,332,989
2022	350,000	977,281	1,327,281
2023 - 2027	2,055,000	4,597,928	6,652,928
2028 - 2032	2,655,000	3,979,245	6,634,245
2033 - 2037	3,485,000	3,133,899	6,618,899
2038 - 2042	4,580,000	1,997,863	6,577,863
2043 - 2047	4,695,000	560,362	5,255,362
	<u>\$ 19,115,000</u>	<u>\$ 19,306,953</u>	<u>\$ 38,421,953</u>

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

Year Ended September 30, 2017

Note 7 - Risk Management:

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. To mitigate this risk, the District purchases an insurance policy that provides coverage of up to a \$2,000,000 general liability for each occurrence and an annual aggregate coverage of approximately \$4,000,000 for the policy year ending September 30, 2017. Another insurance policy carried by the District during the year includes public official's liability. Deductible amounts ranged from \$0 to \$2,500. There have been no claims against the District during the last three fiscal years.

Note 8 - Concentration:

A significant portion of the District's activity is dependent upon the continued involvement of the Developer, Taylor Morrison, the loss of which could have a materially adverse effect on the District's ability to pay the principal and interest on the District Series 2013, 2015 and 2016 Bonds, along with the operations of the District. For the period ending September 30, 2017, the Developer owned a majority of the assessable property. For the same period, the Developer's share of total assessment revenue was 60%.

All of the members of the Board of Supervisors are affiliated with the Developer.

Note 9 – Subsequent Events:

In November 2017, the District issued Special Assessment Bonds, Series 2017 for \$3,665,000.

COMPLIANCE SECTION

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

To the Board of Supervisors
Flow Way Community Development District

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of the *Flow Way Community Development District* (the "District") as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 21, 2018.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

McDiernit Davis & Company, LLC

Orlando, Florida
June 21, 2018

MANAGEMENT COMMENTS

Board of Supervisors
Flow Way Community Development District

Report on the Financial Statements

We have audited the financial statements of the *Flow Way Community Development District*, (the "District") as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated June 21, 2018.

Auditor's Responsibility

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

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards, and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 21, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, require that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no audit findings in the previous year.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information has been disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify of the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the annual financial report for the District for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

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

McDiernit Davis & Company, LLC

Orlando, Florida
June 21, 2018

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH
THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES**

Board of Supervisors
Flow Way Community Development District

We have examined Flow Way Community Development District's (the District) compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2017. Management is responsible for the District's compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Government Auditing Standards* issued by the Comptroller General of the United States and, accordingly, included examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

MCDIRMIT DAVIS & COMPANY, LLC

Orlando, Florida
June 21, 2018

RESOLUTION NO. 2018-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ACQUISITION OF CERTAIN POTABLE WATER AND WASTEWATER UTILITY FACILITIES FROM THE DEVELOPER, TAYLOR MORRISON ESPLANADE NAPLES, LLC AND AUTHORIZING THE CONVEYANCE OF SUCH POTABLE WATER AND WASTEWATER UTILITY FACILITIES TO COLLIER COUNTY; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE AND CONVEYANCE; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, finance and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, district roads, sanitary sewer collection system, potable water distribution system, stormwater/floodplain management, off-site improvements, landscape and hardscape, irrigation system, street lighting, conservation areas, mitigation areas, and wildlife habitat, and other public improvements; and

WHEREAS, the applicable Collier County development orders, approvals, codes, ordinances and regulations generally require or contemplate the conveyance of various on-site potable water and wastewater utility systems being constructed or acquired by the District to Collier County; and

WHEREAS, the acquisition by the District of potable water and wastewater utility systems and thereafter the conveyance of such potable water and sanitary sewer systems to Collier County requires the Chairman or Vice Chairman (in the Chairman's absence) to sign or execute certain documents on behalf of the District; and

WHEREAS, the District desires to acquire certain potable water and wastewater utility facilities related to Pocida Court ("Utility Facilities") from Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company ("Taylor Morrison") and thereafter convey such Utility Facilities to Collier County.

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

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

RESOLUTION NO. 2018-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ACQUISITION OF CERTAIN POTABLE WATER AND WASTEWATER UTILITY FACILITIES FROM THE DEVELOPER, TAYLOR MORRISON ESPLANADE NAPLES, LLC AND AUTHORIZING THE CONVEYANCE OF SUCH POTABLE WATER AND WASTEWATER UTILITY FACILITIES TO COLLIER COUNTY; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE AND CONVEYANCE; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 2. ACQUISITION OF UTILITY FACILITIES AND CONVEYANCE TO COLLIER COUNTY. The District hereby desires to acquire the Utility Facilities from Taylor Morrison pursuant to the utility conveyance documents attached hereto and made a part hereof as **Exhibit "A"** ("Acquisition Documents"). Following such acquisition, the District hereby desires to convey the Utility Facilities to Collier County pursuant to the utility conveyance documents attached hereto and made a part hereof as **Exhibit "B"** ("Conveyance Documents").

SECTION 3. DELEGATION OF AUTHORITY. The Chairman or the Vice Chairman (in the Chairman's absence) of the District's Board of Supervisors is hereby authorized to execute the Acquisition Documents as necessary to evidence the District's acquisition of the Utility Facilities. The Chairman or the Vice Chairman (in the Chairman's absence) of the District's Board of Supervisors is hereby authorized to execute the Conveyance Documents as necessary to convey the Utility Facilities to Collier County. The Secretary and any Assistant Secretary of the District is hereby authorized to countersign any Acquisition Documents or Conveyance Documents signed by the Chairman or Vice Chairman (in the Chairman's absence), if necessary or required.

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

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

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

{Remainder of the page intentionally left blank. Signatures begin on the next page.}

RESOLUTION NO. 2018-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ACQUISITION OF CERTAIN POTABLE WATER AND WASTEWATER UTILITY FACILITIES FROM THE DEVELOPER, TAYLOR MORRISON ESPLANADE NAPLES, LLC AND AUTHORIZING THE CONVEYANCE OF SUCH POTABLE WATER AND WASTEWATER UTILITY FACILITIES TO COLLIER COUNTY; AUTHORIZING THE CHAIRMAN OR THE VICE CHAIRMAN (IN THE CHAIRMAN'S ABSENCE) TO EXECUTE SUCH CONVEYANCE DOCUMENTS TO THE EXTENT NECESSARY TO EVIDENCE THE DISTRICT'S ACCEPTANCE AND CONVEYANCE; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Flow Way Community Development District this 18th day of September, 2018.

Attest:

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Adam Painter, Vice Chairperson

Exhibit "A"



WALDROP ENGINEERING

CIVIL ENGINEERING & LAND DEVELOPMENT CONSULTANTS

28100 BONITA GRANDE DR. #305
BONITA SPRINGS, FL 34135
P: 239-405-7777
F: 239-405-7899

August 8, 2018

Flow Way CDD
C/O James P. Ward
JP Ward & Associates, LLC
513 Northeast 13th Ave.
Fort Lauderdale, Florida 33301

**Subject: Phase 8 of Esplanade Golf and Country Club of Naples (Flow Way CDD)
Engineer's Certificate of Substantial Completion**

To Whom It May Concern:

This letter shall serve as confirmation that Waldrop Engineering, P.A. has conducted an on-site inspection of the site infrastructure at Esplanade Golf and Country Club of Naples. To the best of our knowledge and belief the following systems are substantially complete per the approved plans and specifications. The potable water and sanitary sewer infrastructure for Parcel J is currently being processed/tested for preliminary acceptance/certification.

Potable Water:

- Parcel J (Pocida Court) – Potable Water: \$138,447.06

Sanitary Sewer:

- Parcel J (Pocida Court) – Sanitary Sewer: \$124,406.05

The total amount of completed infrastructure amounts to \$262,853.11.

If you have any further questions, please call (239) 405-7777.

Sincerely,

Waldrop Engineering, P.A.

Jeremy Arnold, P.E.
Vice President

cc: Drew Miller, Taylor Morrison Esplanade Naples, LLC

Phase 8, Parcel J Water and Wastewater

PROJECT NAME: Flow Way CDD Phase 8 Parcel J
(Esplanade Golf and Country Club of Naples)

LOCATION: Section 22, Township 48, Range 26
COLLIER COUNTY FLORIDA

NAME & ADDRESS OF OWNER: Taylor Morrison Esplanade LLC
5900 N Scottsdale Road, #2000
Scottsdale, AZ 85251

DESCRIPTION: Water & Wastewater

ITEM	QUANTITY COMPLETE	UNIT	UNIT COST	TOTAL
POTABLE WATER SYSTEM				
6" DR-14 Fire Hydrant Leads	130	LF	\$ 19.83	\$ 2,577.90
8" PVC Water Main - DR 18	546	LF	\$ 23.50	\$ 12,831.00
Auto Flushing Device	1	EA	\$ 4,855.92	\$ 4,855.92
2" Water Service	12	EA	\$ 1,459.48	\$ 17,513.76
Fire Service	4	EA	\$ 1,459.48	\$ 5,837.92
Fire Hydrant Assembly	4	ea	\$ 4,375.08	\$ 17,500.32
Connect to Existing Water main	1	EA	\$ 1,865.00	\$ 1,865.00
6" DR-14 Fire Hydrant Leads	130	LF	\$ 19.83	\$ 2,577.90
8" PVC Water Main - DR 18	554	LF	\$ 23.50	\$ 13,019.00
2" Water Service	16	EA	\$ 1,459.48	\$ 23,351.68
Fire Service	6	EA	\$ 1,459.48	\$ 8,756.88
Fire Hydrant Assembly	6	ea	\$ 4,375.08	\$ 26,250.48
8" Gate Valve	1	EA	\$ 1,509.30	\$ 1,509.30

SANITARY SEWER SYSTEM				
Drill & Blast Sanitary Structures (in "J")	6	EA	\$ 300.00	\$ 1,800.00
Drill & Blast Sanitary Sewer (in "J")	1,250	LF	\$ 19.50	\$ 24,375.00
8" PVC Sanitary Sewer SDR-26 (6-8')	400	LF	\$ 34.95	\$ 13,980.00
8" PVC Sanitary Sewer SDR-26 (8-10')	108	LF	\$ 41.95	\$ 4,530.60
Manhole (6-8')	1	EA	\$ 5,356.86	\$ 5,356.86
Manhole (8-10')	1	EA	\$ 6,710.34	\$ 6,710.34
6" Single Service	12	EA	\$ 607.40	\$ 7,288.80
Television Inspection	508	LF	\$ 2.20	\$ 1,117.60
Preliminary Acceptance and Turnover	1	LS	\$ 5,000.00	\$ 5,000.00
Connect to Existing Sewer	1	EA	\$ 5,977.00	\$ 5,977.00
8" PVC Sanitary Sewer SDR-26 (0-6')	176	LF	\$ 28.95	\$ 5,095.20
8" PVC Sanitary Sewer SDR-26 (6-8')	361	LF	\$ 34.95	\$ 12,616.95
Manhole (0-6')	2	EA	\$ 4,930.90	\$ 9,861.80
Manhole (6-8')	1	EA	\$ 5,356.86	\$ 5,356.86
6" Single Service	14	EA	\$ 607.40	\$ 8,503.60
6" Double Service	1	EA	\$ 654.04	\$ 654.04
Television Inspection	537	LF	\$ 2.20	\$ 1,181.40
Preliminary Acceptance and Turnover	1	LS	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 262,853.11

I do hereby certify that the quantities of material described above are true and an accurate representation of the as-installed system.

CERTIFYING:

Jeremy Arnold, P.E.
FL License # 66421

OF: Waldrop Engineering
28100 Bonita Grande Dr.
Bonita Springs, FL 34135

PROMISSORY NOTE
(Pocida Court)

\$262,853.11

Collier County, Florida

Date: _____, 2018

FOR VALUE RECEIVED, **FLOW WAY NAPLES COMMUNITY DEVELOPMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes (“**MAKER**”), promises to pay to the order of **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company (“**HOLDER**”) at 551 N. Cattlemen Rd., Suite 200, Sarasota, FL 34232 or at such place as HOLDER may from time to time designate in writing, the principal sum of: Two Hundred Sixty Two Thousand Eight Hundred Fifty Three and 11/100 DOLLARS (\$262,853.11) (the “**Principal Sum**”) in accordance with the terms and condition of this Promissory Note (this “**Note**”).

The Principal Sum of this Note shall not bear interest.

Payments under this Note shall be due and payable as follows:

This Note is made and shall be subject the terms and conditions of that certain Agreement Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property by and between MAKER and HOLDER (the “**Acquisition Agreement**”). Further, this Note is issued pursuant to Section 6 of the Acquisition Agreement and in conjunction with the transfer and conveyance of the Pocida Court Potable Water and Wastewater Facilities (the “**Improvements**”) to the District contemporaneously with this Note. Provided that (i) MAKER issues Special Assessment Bonds for Flow Way Community Development District (the “**District**”) payable solely from special assessments properly levied on real property in the District benefitted by the Improvements (“**Bonds**”), there are sufficient construction funds from said Bonds to pay for the Improvements, and the conditions under the applicable trust indenture have been met for disbursement of applicable construction funds; (ii) the requirements of Section 6 of the Acquisition Agreement have been met; and (iii) HOLDER submits to MAKER a Requisition for payment of the Principal Sum representing the cost of Improvements, then MAKER shall within forty-five (45) days thereafter, pay the entire balance of the Principal Sum due under this Note. Notwithstanding the forgoing provision, in the event MAKER does not issue any applicable Bonds on or before five (5) years after the date of the Acquisition Agreement, then this Note shall be forgiven by HOLDER and cancelled and of no further force or effect.

This Note is a limited obligation of the District. The District is under no obligation to issue such Bonds at any time, and the Owner shall have no right to compel the District to issue such Bonds or to pay such principal from any other source of funds.

This Note can be prepaid at any time in whole or in part to HOLDER without penalty. All payments and prepayments shall be applied to the Principal Sum.

Prepayment shall not affect or vary the duty of MAKER to pay any obligation when due and the same shall not affect or impair the right of HOLDER to pursue all remedies available to it hereunder.

Notwithstanding anything contained herein to the contrary, HOLDER may not exercise any right or remedy provided for in this Note because of any default of MAKER, unless HOLDER shall have given written notice of the default to MAKER and MAKER shall have failed to pay the sum or sums due within a period of thirty (30) days after the date of such written notice. Failure of MAKER to cure a default within such cure period shall hereinafter be described as an “**Event of Default**”. Upon an Event of Default, the Principal Sum remaining unpaid, shall become immediately due and payable.

All communication required under or in connection with this Note shall be in writing, and shall be hand delivered, sent by commercial overnight courier, or sent by certified mail, postage prepaid, addressed to MAKER or HOLDER at the address either party may designate from time to time by written notice to the other party in the manner set forth herein.

Time is of the essence and in the event it is necessary to initiate collection of this Note or it is collected by law or through an attorney, or under advice therefrom, MAKER agrees to pay all costs of the collection and reasonable attorneys’ fees (including those attorneys’ fees that may be caused by appellate proceedings) that may be incurred in all matters of collections, enforcement, construction and interpretation hereunder.

The remedies of HOLDER, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of HOLDER, and may be exercised as often as occasion therefore arise. No act of omission or commission of HOLDER, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of same, such waiver or release to be effected only through a written document, executed by HOLDER and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent event.

This Note is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes and other applicable provisions of law. This Note is issued with the intent that the laws of the State of Florida shall govern its construction.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE DISTRICT, OR A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, LEGISLATIVE OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY HOLDER THAT SUCH HOLDER SHALL NEVER HAVE THE RIGHT, DIRECTLY OR INDIRECTLY, TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY FOR THE PAYMENT OF THE PRINCIPAL ON THIS NOTE.

(Remainder of Page Intentionally Left Blank. Signature Appears on the Next Page.)

IN WITNESS WHEREOF, MAKER has caused this Promissory Note to be duly executed as of the day and year first above written.

MAKER:

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

James P. Ward, Secretary

By: _____
Anthony Burdett, Chairman

Prepared by and return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North
Suite 300
Naples, Florida 34103

UTILITY FACILITIES AND/OR UTILITIES EASEMENT(S) SUBORDINATION
(Pocida Court)

THIS SUBORDINATION is dated this ____ day of _____, 2018, by IMCOLLIER JOINT VENTURE, a Florida joint venture (hereinafter referred to as the “Secured Party”), in favor of the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT, its successors and assigns (hereinafter referred to as “County”). Secured Party as used herein includes singular or plural, as the context allows.

WHEREAS, the purpose of this Subordination is to subordinate the Secured Party’s Security Interests that encumber good, marketable title to the Encumbered Utility Facilities and/or the related Utility Easement(s) being conveyed to Flow Way Community Development District and thereafter to Collier County, which Utility Facilities are located over, on and/or under the underlying real property described on Exhibit “A” that is encumbered by security interests in favor of the Secured Party as specified in the below-listed security instruments); and

WHEREAS, the Secured Party is the owner and holder of a Mortgage and Security Agreement executed by Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, in favor of the Secured Party dated January 30, 2013, and recorded February 7, 2013, in Official Records Book 4883, Page 3973, Public Records of Collier County, Florida (a “Security Instrument”).

WHEREAS, each above-referenced Security Instrument grants to this Secured Party a security interest that encumbers good and marketable title to the Encumbered Utility Facilities being conveyed to Collier County, and/or encumbers the related Utility Easement(s), if any, also being conveyed to Collier County, which Utility Facilities have been constructed within such easement(s) and are under, on and/or over the underlying real property; and

WHEREAS, prerequisite to the conveyance of the Utility Facilities and/or related Utility Easements, if any, being conveyed to the County, Collier County requires that this Secured Party must subordinate only its security interests in (i) the Encumbered Utility Facilities being conveyed to the

County and (ii) each related Utility Easement(s), if any, being conveyed to the County; and the Secured Party is hereby complying with said request for these subordination(s).

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Secured Party, the Secured Party hereby subordinates its security interests in the Encumbered Utility Facilities being conveyed to Collier County, and/or to each Utility Easement(s), if any, being conveyed to the County, which encumbered Utility Facilities are located over, on and/under the described underlying real property described on Exhibit "A". Except as expressly subordinated herein, the Secured Interests of the Secured Party remain in full force and effect.

IN WITNESS WHEREOF, the Secured Party has caused this Subordination to be executed the date and year first above written.

IMCOLLIER JOINT VENTURE,
a Florida joint venture

Witness Signature
Print Name: _____

By: _____
Name: _____
Title: _____

Witness Signature
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing Utility Facilities and/or Utilities Easement(s) Subordination was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of IMCOLLIER Joint Venture, a Florida joint venture, on behalf of the company. He [] is personally known to me or [] has produced _____ as identification.

Notary Public
My Commission Expires:

Exhibit "A"

RHODES & RHODES LAND SURVEYING, INC.

*28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163*

LEGAL DESCRIPTION

A PARCEL OF LAND OF LYING IN SECTION 15, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING A PORTION OF TRACTS "PUE7, "PUE8" AND "R1", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", AS RECORDED IN PLAT BOOK 62, PAGE 64 THROUGH 69 (INCLUSIVE), TOGETHER WITH A PORTION OF TRACTS "F1" AND "L22", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, AS RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 64 (INCLUSIVE), ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "PUE7", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", AS RECORDED IN PLAT BOOK 62, PAGE 64 THROUGH 69 (INCLUSIVE), THE SAME BEING A POINT OF CURVATURE; THENCE EASTERLY, 7.50 FEET ALONG THE BOUNDARY OF SAID TRACT "PUE7" AND ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 874.50 FEET, THROUGH A CENTRAL ANGLE OF 00°29'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°36'03" EAST, 7.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 06°30'54" WEST, A DISTANCE OF 47.11 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 157.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 733.00 FEET, THROUGH A CENTRAL ANGLE OF 12°16'43" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 12°39'16" WEST, 156.78 FEET; THENCE NORTH 18°47'37" WEST, A DISTANCE OF 276.56 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 438.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 429.00 FEET, THROUGH A CENTRAL ANGLE OF 58°33'58" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 10°29'22" EAST, 419.67 FEET; THENCE NORTH 39°46'21" EAST, A DISTANCE OF 10.47 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 106.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 32°51'36" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 23°20'34" EAST, 104.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 278.76 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 245°43'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 50°13'39" EAST, 109.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 106.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 32°51'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 56°12'09" WEST, 104.65 FEET; THENCE SOUTH 39°46'21" WEST, A DISTANCE OF 10.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 387.40 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 379.00 FEET, THROUGH A CENTRAL ANGLE OF 58°33'58" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 10°29'22" WEST, 370.76 FEET; THENCE SOUTH 18°47'37" EAST, A DISTANCE OF 276.56 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 167.80 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 783.00 FEET, THROUGH A CENTRAL ANGLE OF 12°16'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°39'16" EAST, 167.48 FEET; THENCE SOUTH 06°30'54" EAST, A DISTANCE OF 47.11 FEET TO A POINT ON THE BOUNDARY OF TRACT "PUE8", AFORESAID PLAT OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", THE SAME BEING A POINT ON A NON-TANGENTIAL CURVE; THENCE WESTERLY, 50.01 FEET ALONG THE BOUNDARY OF TRACT "PUE8" AND IT'S WESTERLY PROLONGATION AND ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 874.50 FEET, THROUGH A CENTRAL ANGLE OF 03°16'35" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 83°29'06" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 63,382 SQUARE FEET OR 1.455 ACRES, MORE OR LESS.

DEED OF UTILITY EASEMENT
(Taylor Morrison Esplanade Naples, LLC to Flow Way CDD)
(Pocida Court)

THIS UTILITY EASEMENT (UE), is granted and conveyed as of this ____ day of _____, 2018, by **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, as Grantor, to **BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT**, its successors and/or assigns, and **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, as Grantee.

WITNESSETH: That Grantor for and in consideration of the sum of ten dollars (\$10.00) and other valuable consideration paid by Grantee, receipt of which by is hereby acknowledged by Grantor, hereby conveys, grants, bargains and sells unto Grantee, its successors and assigns, a perpetual, non-exclusive easement, license, right and privilege to enter upon and to install, relocate, repair and/or otherwise maintain utility system(s) and utility facilities, and/or portion(s) thereof, in, on, over and under the lands located in Collier County, Florida, described on **Exhibit "A"** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto Grantee, its successors and/or assigns, together with the right and privilege to enter upon said land to excavate, relocate and/or take and/or introduce materials for the purpose of constructing, operating, relocating, repairing and/or otherwise maintaining the subject utility facilities and/or system(s) or portion(s) thereof, in, on, over and/or under the easement area. Grantor and Grantee are used for singular or plural, as the context allows.

Signatures appear on the following page.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

TAYLOR MORRISON ESPLANADE NAPLES, LLC,
a Florida limited liability company

Witnesses:

By: TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation, its Manager and Majority
Member

Signature
Printed Name: _____

By: _____
Andrew Miller, Authorized Agent

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this _____ of _____, 2018, by Andrew Miller, as Authorized Agent of Taylor Morrison of Florida, Inc., a Florida corporation, Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, on behalf of the companies, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit "A"

RHODES & RHODES LAND SURVEYING, INC.

***28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163***

LEGAL DESCRIPTION

A PARCEL OF LAND OF LYING IN SECTION 15, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING A PORTION OF TRACTS "PUE7", "PUE8" AND "R1", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", AS RECORDED IN PLAT BOOK 62, PAGE 64 THROUGH 69 (INCLUSIVE), TOGETHER WITH A PORTION OF TRACTS "F1" AND "L22", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, AS RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 64 (INCLUSIVE), ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "PUE7", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", AS RECORDED IN PLAT BOOK 62, PAGE 64 THROUGH 69 (INCLUSIVE), THE SAME BEING A POINT OF CURVATURE; THENCE EASTERLY, 7.50 FEET ALONG THE BOUNDARY OF SAID TRACT "PUE7" AND ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 874.50 FEET, THROUGH A CENTRAL ANGLE OF 00°29'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°36'03" EAST, 7.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 06°30'54" WEST, A DISTANCE OF 47.11 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 157.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 733.00 FEET, THROUGH A CENTRAL ANGLE OF 12°16'43" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 12°39'16" WEST, 156.78 FEET; THENCE NORTH 18°47'37" WEST, A DISTANCE OF 276.56 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 438.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 429.00 FEET, THROUGH A CENTRAL ANGLE OF 58°33'58" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 10°29'22" EAST, 419.67 FEET; THENCE NORTH 39°46'21" EAST, A DISTANCE OF 10.47 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 106.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 32°51'36" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 23°20'34" EAST, 104.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 278.76 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 245°43'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 50°13'39" EAST, 109.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 106.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 32°51'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 56°12'09" WEST, 104.65 FEET; THENCE SOUTH 39°46'21" WEST, A DISTANCE OF 10.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 387.40 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 379.00 FEET, THROUGH A CENTRAL ANGLE OF 58°33'58" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 10°29'22" WEST, 370.76 FEET; THENCE SOUTH 18°47'37" EAST, A DISTANCE OF 276.56 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 167.80 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 783.00 FEET, THROUGH A CENTRAL ANGLE OF 12°16'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°39'16" EAST, 167.48 FEET; THENCE SOUTH 06°30'54" EAST, A DISTANCE OF 47.11 FEET TO A POINT ON THE BOUNDARY OF TRACT "PUE8", AFORESAID PLAT OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", THE SAME BEING A POINT ON A NON-TANGENTIAL CURVE; THENCE WESTERLY, 50.01 FEET ALONG THE BOUNDARY OF TRACT "PUE8" AND IT'S WESTERLY PROLONGATION AND ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 874.50 FEET, THROUGH A CENTRAL ANGLE OF 03°16'35" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 83°29'06" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 63,382 SQUARE FEET OR 1.455 ACRES, MORE OR LESS.

Drafted by and return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE
(Taylor Morrison Esplanade Naples, LLC to Flow Way CDD)
(Pocida Court)

THIS INDENTURE made as of this ___day of _____, 2018, between **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company (hereinafter referred to as "Grantor"), and **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Grantee").

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit "A" attached hereto and incorporated by reference herein.)

(Exhibit "B" attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit B.

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

TAYLOR MORRISON ESPLANADE NAPLES, LLC,
a Florida limited liability company

Witnesses:

By: TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation, its Manager and Majority
Member

Signature
Printed Name: _____

By: _____
Andrew Miller, Authorized Agent

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this _____ of _____, 2018, by Andrew Miller, as Authorized Agent of Taylor Morrison of Florida, Inc., a Florida corporation, Manager and Majority Member of Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, on behalf of the companies, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit "A"

RHODES & RHODES LAND SURVEYING, INC.

*28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163*

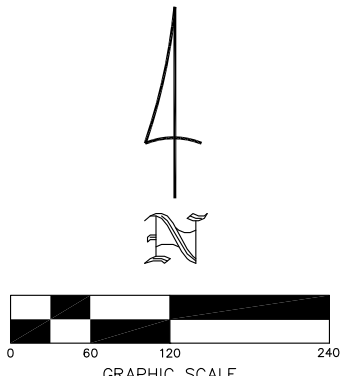
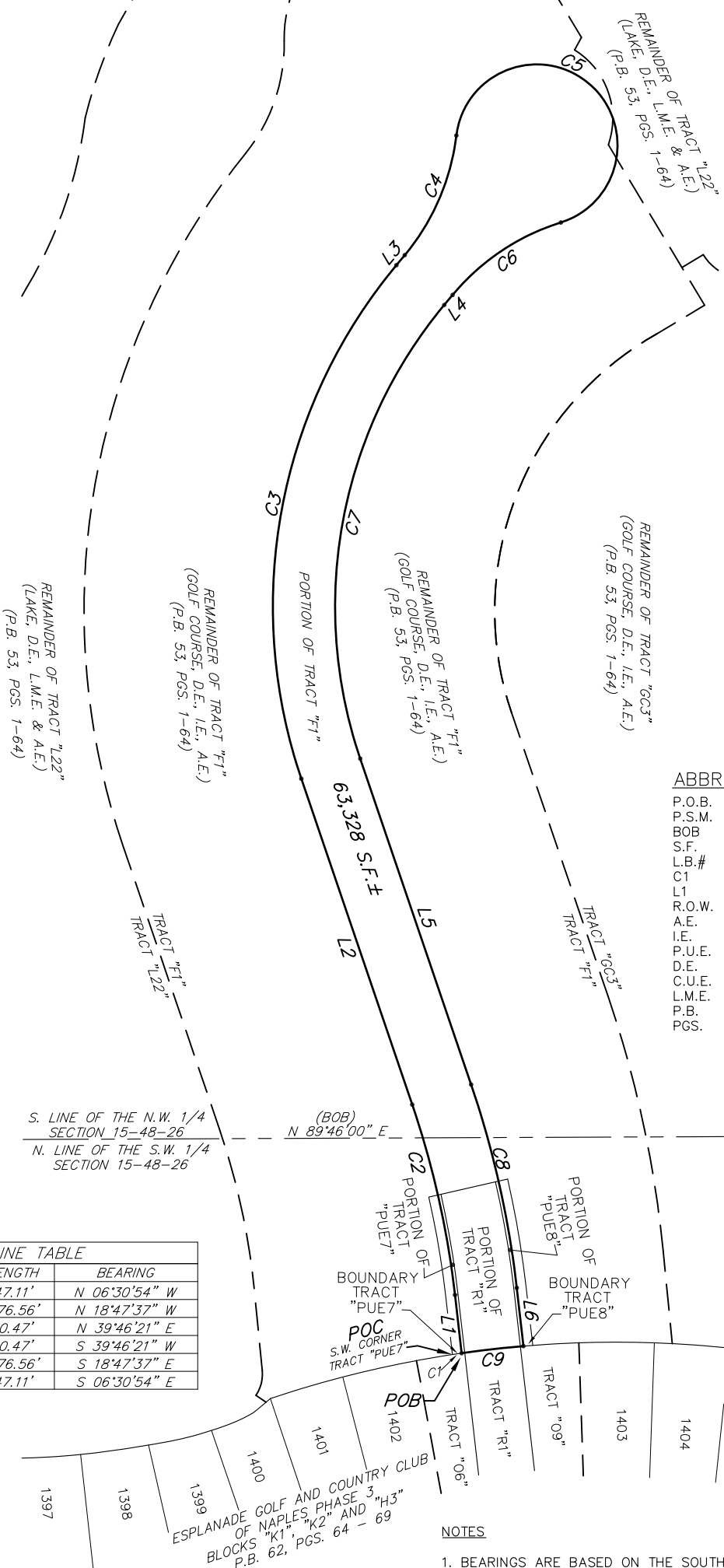
LEGAL DESCRIPTION

A PARCEL OF LAND OF LYING IN SECTION 15, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING A PORTION OF TRACTS "PUE7, "PUE8" AND "R1", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", AS RECORDED IN PLAT BOOK 62, PAGE 64 THROUGH 69 (INCLUSIVE), TOGETHER WITH A PORTION OF TRACTS "F1" AND "L22", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, AS RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 64 (INCLUSIVE), ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "PUE7", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", AS RECORDED IN PLAT BOOK 62, PAGE 64 THROUGH 69 (INCLUSIVE), THE SAME BEING A POINT OF CURVATURE; THENCE EASTERLY, 7.50 FEET ALONG THE BOUNDARY OF SAID TRACT "PUE7" AND ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 874.50 FEET, THROUGH A CENTRAL ANGLE OF 00°29'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°36'03" EAST, 7.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 06°30'54" WEST, A DISTANCE OF 47.11 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 157.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 733.00 FEET, THROUGH A CENTRAL ANGLE OF 12°16'43" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 12°39'16" WEST, 156.78 FEET; THENCE NORTH 18°47'37" WEST, A DISTANCE OF 276.56 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 438.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 429.00 FEET, THROUGH A CENTRAL ANGLE OF 58°33'58" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 10°29'22" EAST, 419.67 FEET; THENCE NORTH 39°46'21" EAST, A DISTANCE OF 10.47 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 106.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 32°51'36" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 23°20'34" EAST, 104.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 278.76 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 245°43'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 50°13'39" EAST, 109.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 106.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 32°51'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 56°12'09" WEST, 104.65 FEET; THENCE SOUTH 39°46'21" WEST, A DISTANCE OF 10.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 387.40 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 379.00 FEET, THROUGH A CENTRAL ANGLE OF 58°33'58" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 10°29'22" WEST, 370.76 FEET; THENCE SOUTH 18°47'37" EAST, A DISTANCE OF 276.56 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 167.80 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 783.00 FEET, THROUGH A CENTRAL ANGLE OF 12°16'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°39'16" EAST, 167.48 FEET; THENCE SOUTH 06°30'54" EAST, A DISTANCE OF 47.11 FEET TO A POINT ON THE BOUNDARY OF TRACT "PUE8", AFORESAID PLAT OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", THE SAME BEING A POINT ON A NON-TANGENTIAL CURVE; THENCE WESTERLY, 50.01 FEET ALONG THE BOUNDARY OF TRACT "PUE8" AND IT'S WESTERLY PROLONGATION AND ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 874.50 FEET, THROUGH A CENTRAL ANGLE OF 03°16'35" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 83°29'06" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 63,382 SQUARE FEET OR 1.455 ACRES, MORE OR LESS.

EXHIBIT "B"



ABBREVIATIONS

- P.O.B. = POINT OF BEGINNING
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- BOB = BASIS OF BEARING
- S.F. = SQUARE FEET
- L.B.# = LICENSED BUSINESS NUMBER
- C1 = CURVE NUMBER
- L1 = LINE NUMBER
- R.O.W. = RIGHT OF WAY
- A.E. = ACCESS EASEMENT
- I.E. = IRRIGATION EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- C.U.E. = COUNTY UTILITY EASEMENT
- L.M.E. = LAKE MAINTENANCE EASEMENT
- P.B. = PLAT BOOK
- PGS. = PAGES

LINE	LENGTH	BEARING
L1	47.11'	N 06°30'54" W
L2	276.56'	N 18°47'37" W
L3	10.47'	N 39°46'21" E
L4	10.47'	S 39°46'21" W
L5	276.56'	S 18°47'37" E
L6	47.11'	S 06°30'54" E

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	874.50'	0°29'30"	7.50'	7.50'	N 81°36'03" E
C2	733.00'	12°16'43"	157.08'	156.78'	N 12°39'16" W
C3	429.00'	58°33'58"	438.51'	419.67'	N 10°29'22" E
C4	185.00'	32°51'36"	106.10'	104.65'	N 23°20'34" E
C5	65.00'	245°43'11"	278.76'	109.20'	S 50°13'39" E
C6	185.00'	32°51'36"	106.10'	104.65'	S 56°12'09" W
C7	379.00'	58°33'58"	387.40'	370.76'	S 10°29'22" W
C8	783.00'	12°16'43"	167.80'	167.48'	S 12°39'16" E
C9	874.50'	3°16'35"	50.01'	50.00'	S 83°29'06" W

NOTES

- BEARINGS ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, AS SHOWN ON THE PLAT OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, PLAT BOOK 53, PAGES 1 THROUGH 64 (INCLUSIVE), BEING NORTH 89°46'00" EAST, AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.
- SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
- ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

SKETCH AND DESCRIPTION		design:
design: drawn: checked: acad #: view: project #: sheet #: file #: 2018-661		design: RWC MMR 2018-661 SKETCH 2018-661 2 of 2 2018-661
bk: pg: date: _____ _____ JULY 6, 2018 scale: 1" = 120' cogo #:		
RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897		
28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 (239) 405-8166 (239) 405-8163 FAX		

BY:
 JOHN SCOTT RHODES, PSM #5739

NOT A SURVEY

OWNER'S AFFIDAVIT
(Taylor Morrison Esplanade Naples, LLC to Flow Way CDD)
(Pocida Court)

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Andrew Miller, who to me is well known, and having been duly sworn and under oath, deposes and states:

1. My name is Andrew Miller. I am over the age of twenty-one (21) years, am Sui Juris, and have personal knowledge of the facts asserted herein.

2. I am the Authorized Agent of **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation, the manager and majority member of **TAYLOR MORRISON ESPLANADE NAPLES, LLC**, a Florida limited liability company, the owner of that certain real property located within Collier County, Florida, and described on **Exhibit "A"**.

3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors and sub-subcontractors, material men and suppliers who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, installation and/or repair of potable water and wastewater utility system(s) or portion(s) thereof on the real estate hereinafter described, have been paid in full and that such work has been fully completed and unconditionally accepted by the current owner of such facilities.

4. No claims have been made to the owner, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material-men, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility system(s) or portion(s) thereof placed upon or installed in or on the aforesaid premises.

5. Title to the subject utility system(s) or portions(s) thereof and/or easement(s), if any, being conveyed to the County is subject to the following by security interests by the following instruments of record:

a. Mortgage and Security Agreement executed by Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, in favor of the Secured Party dated January 30, 2013, and recorded February 7, 2013, in Official Records Book 4883, Page 3973, Public Records of Collier County, Florida.

6. As and on behalf of the owner of the subject utility system(s) or portion(s) thereof, does for valuable consideration hereby agree and guarantee, to hold Flow Way Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic, material-man, or laborer, and against chattel mortgages, security interests or repair of the subject potable water and wastewater utility system(s) or portion(s) thereof by or on behalf of Owner. Affiant is used as singular or plural, as the context requires.

7. The potable water and wastewater utility system(s) or portion(s) thereof referred to herein are located within the real property described in the attached **Exhibit "A"**.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this ____ day of _____, 2018.

Andrew Miller, Authorized Agent

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018, by
Andrew Miller, who is () personally known to me or () has produced
_____ as evidence of identification

(SEAL)

NOTARY PUBLIC

Name: _____

(Type or Print)

My Commission Expires:

Exhibit "A"

RHODES & RHODES LAND SURVEYING, INC.

*28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163*

LEGAL DESCRIPTION

A PARCEL OF LAND OF LYING IN SECTION 15, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING A PORTION OF TRACTS "PUE7", "PUE8" AND "R1", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", AS RECORDED IN PLAT BOOK 62, PAGE 64 THROUGH 69 (INCLUSIVE), TOGETHER WITH A PORTION OF TRACTS "F1" AND "L22", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, AS RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 64 (INCLUSIVE), ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 63,382 SQUARE FEET OR 1.455 ACRES, MORE OR LESS.

Exhibit "B"

Drafted by and return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

UTILITY FACILITIES WARRANTY DEED AND BILL OF SALE

(Flow Way CDD to Collier County)

(Pocida Court)

THIS INDENTURE made this ____ day of _____, 2018, between **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes (hereinafter referred to as “Grantor”), and **BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY, AND AS THE EX-OFFICIO GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT**, its successors and/or assigns (hereinafter referred to as “Grantee”).

W I T N E S S E T H:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs, successors and assigns forever, all potable water and wastewater utility facilities and/or system(s) or portion(s) thereof lying in, on, over and under the following described land, for operation, relocation, installation, repair and/or maintenance of said facilities, system(s) or portion(s) thereof, all situate and lying and being in Collier County, Florida, to wit:

(See Exhibit “A” attached hereto and incorporated by reference herein.)

(Exhibit “B” attached hereto is a sketch or other graphic representation which depicts the physical location of the utility systems being conveyed.)

and said Grantor does hereby fully warrant the title to said utility facilities and/or system(s) or portion(s) thereof, be they realty, personalty, or mixed, and Grantor will defend such title against all claims of all persons whomsoever. For the purposes of this conveyance, the utility facilities, system(s) and/or portion(s) thereof conveyed herein shall not be deemed to convey any of the lands described in either exhibit. Grantor and Grantee are used for singular or plural, as context allows. A sketch or other graphic representation showing the location of the utility facilities, etc., being conveyed is attached as Exhibit B.

TO HAVE AND TO HOLD the same unto Grantee and its assigns, together with the right to enter upon said land, excavate, relocate and/or take or introduce materials for the purpose of constructing, relocating, operating, repairing and/or otherwise maintaining utility systems thereon. Grantor and Grantee are used for singular or plural, as the context requires.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the date and year first above written.

FLOW WAY COMMUNITY DEVELOPMENT DISTRICT, a community development district established and existing pursuant to Chapter 190, Florida Statutes

Witnesses:

Signature
Printed Name: _____

By: _____
Adam Painter, Vice Chairman

Signature
Printed Name: _____

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me, this ____ of _____ 2018, by Adam Painter, as Vice Chairman of Flow Way Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes, on behalf of the district, who is () personally known to me or () has produced _____ as evidence of identification.

(SEAL)

NOTARY PUBLIC
Name: _____
(Type or Print)
My Commission Expires:

Exhibit "A"

RHODES & RHODES LAND SURVEYING, INC.

*28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163*

LEGAL DESCRIPTION

A PARCEL OF LAND OF LYING IN SECTION 15, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING A PORTION OF TRACTS "PUE7, "PUE8" AND "R1", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", AS RECORDED IN PLAT BOOK 62, PAGE 64 THROUGH 69 (INCLUSIVE), TOGETHER WITH A PORTION OF TRACTS "F1" AND "L22", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES, AS RECORDED IN PLAT BOOK 53, PAGES 1 THROUGH 64 (INCLUSIVE), ALL OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "PUE7", ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", AS RECORDED IN PLAT BOOK 62, PAGE 64 THROUGH 69 (INCLUSIVE), THE SAME BEING A POINT OF CURVATURE; THENCE EASTERLY, 7.50 FEET ALONG THE BOUNDARY OF SAID TRACT "PUE7" AND ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 874.50 FEET, THROUGH A CENTRAL ANGLE OF 00°29'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°36'03" EAST, 7.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 06°30'54" WEST, A DISTANCE OF 47.11 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 157.08 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 733.00 FEET, THROUGH A CENTRAL ANGLE OF 12°16'43" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 12°39'16" WEST, 156.78 FEET; THENCE NORTH 18°47'37" WEST, A DISTANCE OF 276.56 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 438.51 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 429.00 FEET, THROUGH A CENTRAL ANGLE OF 58°33'58" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 10°29'22" EAST, 419.67 FEET; THENCE NORTH 39°46'21" EAST, A DISTANCE OF 10.47 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, 106.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 32°51'36" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 23°20'34" EAST, 104.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, 278.76 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 245°43'11" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 50°13'39" EAST, 109.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, 106.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 185.00 FEET, THROUGH A CENTRAL ANGLE OF 32°51'36" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 56°12'09" WEST, 104.65 FEET; THENCE SOUTH 39°46'21" WEST, A DISTANCE OF 10.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 387.40 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 379.00 FEET, THROUGH A CENTRAL ANGLE OF 58°33'58" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 10°29'22" WEST, 370.76 FEET; THENCE SOUTH 18°47'37" EAST, A DISTANCE OF 276.56 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 167.80 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 783.00 FEET, THROUGH A CENTRAL ANGLE OF 12°16'43" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 12°39'16" EAST, 167.48 FEET; THENCE SOUTH 06°30'54" EAST, A DISTANCE OF 47.11 FEET TO A POINT ON THE BOUNDARY OF TRACT "PUE8", AFORESAID PLAT OF ESPLANADE GOLF AND COUNTRY CLUB OF NAPLES PHASE 3, BLOCKS "K1", "K2" AND "H3", THE SAME BEING A POINT ON A NON-TANGENTIAL CURVE; THENCE WESTERLY, 50.01 FEET ALONG THE BOUNDARY OF TRACT "PUE8" AND IT'S WESTERLY PROLONGATION AND ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 874.50 FEET, THROUGH A CENTRAL ANGLE OF 03°16'35" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 83°29'06" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 63,382 SQUARE FEET OR 1.455 ACRES, MORE OR LESS.

OWNER'S AFFIDAVIT
(Flow Way CDD to Collier County)
(Pocida Court)

STATE OF FLORIDA

COUNTY OF COLLIER

BEFORE ME, the undersigned authority, personally appeared Anthony Burdett, who to me is well known, and having been duly sworn and under oath, deposes and states:

1. My name is Anthony Burdett. I am over the age of twenty-one (21) years, am Sui Juris, and have personal knowledge of the facts asserted herein.

2. I am the Chairman of **FLOW WAY COMMUNITY DEVELOPMENT DISTRICT**, a community development district established and existing pursuant to Chapter 190, Florida Statutes, the owner of the subject utility system(s) that are located within that certain real property in Collier County, Florida, and described on Exhibit "A". Such real property is owned by Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, and said Exhibit "A" shows the location of the subject utility facilities being conveyed.

3. All persons, firms, and corporations, including the general contractor, all laborers, subcontractors and sub-subcontractors, material men and suppliers who have furnished services, labor or materials according to plans and specifications, or extra items, used in the construction, installation and/or repair of potable water and wastewater utility system(s) or portion(s) thereof on the real estate hereinafter described, have been paid in full and that such work has been fully completed and unconditionally accepted by the current owner of such facilities.

4. Title to the subject utility system(s) or portions(s) thereof and/or easement(s), if any, being conveyed to the County is not encumbered by any recorded mortgage, recorded assignment of rents or profits, by any recorded UCC Financing Statement, or any other recorded document that imposes a security interest that could negatively affect conveyance of marketable title to the County.

5. Title to the subject utility system(s) or portions(s) thereof and/or easement(s), if any, being conveyed to the County is subject to the following by security interests by the following instruments of record:

a. Mortgage and Security Agreement executed by Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, in favor of the Secured Party dated January 30, 2013, and recorded February 7, 2013, in Official Records Book 4883, Page 3973, Public Records of Collier County, Florida.

6. No claims have been made to the owner, nor is any suit now pending on behalf of any contractor, subcontractor, sub-subcontractor, supplier, laborer or material-men, and no chattel mortgages or conditional bills of sale have been given or are now outstanding as to the subject utility system(s) or portion(s) thereof placed upon or installed in or on the aforesaid premises.

7. As and on behalf of the owner of the subject utility system(s) or portion(s) thereof, does for valuable consideration hereby agree and guarantee, to the extent permitted by Florida law and without waiving any protections of sovereign immunity afforded by Florida law, to hold the Board of County Commissioners of

Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District harmless against any lien, claim or suit by any general contractor, subcontractor, sub-subcontractor, supplier, mechanic, materialman, or laborer, and against chattel mortgages, security interests or repair of the subject potable water and wastewater utility system(s) or portion(s) thereof by or on behalf of owner. Affiant is used as singular or plural, as the context requires.

8. The potable water and wastewater utility system(s) or portion(s) thereof referred to herein are located within the real property described in the attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

DATED this ____ day of _____, 2018.

Adam Painter, as Vice Chairman of Flow Way
Community Development District

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018, by Anthony Burdett, as Vice Chairman of Flow Way Community Development District, who is personally known to me as _____ OR who produced identification. Type of identification produced: _____.

Notary Public
My Commission Expires: _____

Printed, Typed or Stamped Name of Notary

Exhibit "A"

RHODES & RHODES LAND SURVEYING, INC.

*28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163*

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CONTAINING 63,382 SQUARE FEET OR 1.455 ACRES, MORE OR LESS.

Drafted by and return to:

Gregory L. Urbancic, Esq.
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

ATTORNEY'S AFFIDAVIT
(Flow Way CDD to Collier County)
(Pocida Court)

STATE OF FLORIDA

COUNTY OF COLLIER

BEFORE ME, the undersigned authority, on this ____ day of _____ 2018, personally appeared Gregory L. Urbancic, Esq., who is to me well known, and having been sworn upon oath, deposes and states:

1. My name is Gregory L. Urbancic, Esq., I am over the age of twenty-one (21) years, am otherwise *sui juris*, and have personal knowledge of the facts asserted herein.

2. I am a licensed attorney, Florida Bar #151068, authorized to practice law in Florida and am currently practicing law in the State of Florida. My business address is Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103. My business telephone number is 239-435-3535.

3. This Affidavit is given as an inducement to the Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as the Ex-Officio Governing Board of the Collier County Water-Sewer District to accept the dedication or conveyance of all potable water and wastewater utility system(s) or portion(s) thereof located within or upon the real property described in the attached Exhibit "A", which is incorporated herein by reference, said land being located in Collier County, Florida.

4. The Affiant has examined record title information to the underlying real property and the utility facilities being conveyed to the County referenced in this affidavit, including but not limited to, information requested from the Florida Secretary of State relative to any Uniform Commercial Code financing statements.

5. The record owner of the underlying real property described herein as Exhibit "A", is Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company (hereinafter "Owner"). Further, according to (i) an Owner's Affidavit signed and delivered by owner in connection with the subject conveyance, and (ii) that certain Utility Facilities Warranty Deed and Bill of Sale issued in its favor from Owner, Flow Way Community Development District, a community development district established and existing pursuant to Chapter 190, Florida Statutes (the "District"), owns the utility facilities lying within the underlying real property owned by Owner. Owner acquired record title to the subject real property by Special Warranty Deed recorded February 7, 2013, at Official Records Book 4883, Page 3965, of the Public Records, Collier County, Florida. Affiant has examined corporate information obtained from the Florida Department of State, Divisions of Corporations and based on said corporate information Owner is current, active and authorized to do business within the State of Florida. Based upon my review of the records of the District, the District is a community development district established pursuant to Chapter 190, Florida Statutes, and Adam Painter, Vice Chairman of the District, is authorized to execute these instruments on behalf of the District in conjunction with the conveyance of the subject utility systems.

6. Title to the utility system(s) or portion(s) thereof and/or easement(s) being conveyed to the County is subject to the following security interests by the following instruments of record:

a. Mortgage and Security Agreement executed by Taylor Morrison Esplanade Naples, LLC, a Florida limited liability company, in favor of the Secured Party dated January 30, 2013, and recorded February 7, 2013, in Official Records Book 4883, Page 3973, Public Records of Collier County, Florida.

7. Affiant further states that the information contained in this Affidavit is true, correct and current as of the date this Affidavit is given.

[SIGNATURES COMMENCE OF FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED this ____ day of _____, 2018.

Gregory L. Urbancic

STATE OF FLORIDA
COUNTY OF COLLIER

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2018, by Gregory L. Urbancic, who [] is personally known to me or [] has produced _____ as identification.

Notary Public
My commission expires:
Printed Name:

Exhibit "A"

RHODES & RHODES LAND SURVEYING, INC.

*28100 BONITA GRANDE DRIVE, SUITE 107
BONITA SPRINGS, FL 34135
PHONE (239) 405-8166 FAX (239) 405-8163*

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CONTAINING 63,382 SQUARE FEET OR 1.455 ACRES, MORE OR LESS.

RESOLUTION NO. 2018-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAID IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID 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; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of Flow Way Community Development District (the "Board") hereby determines to undertake, install, plan, establish, construct, reconstruct, enlarge or extend, equip, acquire, operate and/or maintain certain public improvements described in that certain Flow Way Community Development District Master Engineer's Report prepared by Waldrop Engineering, Inc. and dated August, 2013 ("Master Engineer's Report"), as supplemented by that certain Flow Way Community Development District Phase 8 Engineer's Report for the 2018 Project prepared by Waldrop Engineering, Inc. and dated August 2018 ("Supplemental Engineer's Report"). Both the Master Engineer's Report and the Supplemental Engineer's Report are maintained on file at the offices of the District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, FL 33334 ("District Manager's Office") and at the offices of the District Attorney, Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and are incorporated herein by reference. The public improvements associated with Phase 8 Project, and which are more particularly described in the Supplemental Engineer's Report, are hereinafter referred to as the "Improvements"; and

WHEREAS, Flow Way Community Development District (the "District") is empowered by Chapter 190, the Uniform Community Development District Act of 1980 (as amended), Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy, and collect the Assessments (as defined below); and

WHEREAS, the Board finds that it is in the best interest of the District to pay all or a portion of the cost of the Improvements by imposing, levying, and collecting special assessments pursuant to Chapters 170, 190, and 197, Florida Statutes (the "Assessments"); and

WHEREAS, the District hereby determines that benefits will accrue to the property benefited by the Improvements, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in that certain Supplemental Special Assessment Report for Series

2018 Phase 7 (Esplanade) and Phase 8 Bonds prepared by JPWard & Associates, LLC and dated September 3, 2018 (the "Assessment Report"), a copy of which is maintained on file at the offices of the District Manager, JPWard & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, FL 33334 and at the offices of the District Attorney, Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103, and which report is incorporated herein by reference; and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property benefited by the Improvements.

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

Section 1. The foregoing recitals are hereby incorporated as the findings of the Board.

Section 2. Assessments shall be levied to defray a portion of the cost of the Improvements.

Section 3. The nature and general location of, and plans and specifications for, the Improvements are described in the Engineer's Report and maintained on file at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the District Manager's Office.

Section 4. The total estimated cost of the Improvements is approximately \$4,769,000.00 (the "Estimated Cost").

Section 5. The Assessments will defray approximately \$7,800,000.00 in bonded indebtedness which includes, without limitation, the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency.

Section 6. The manner in which the Assessments shall be apportioned and paid is set forth in the Assessment Report (which report is incorporated herein by reference), including provisions for supplemental assessment resolutions. The Assessment Report is also available on file at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the District Manager's Office.

Section 7. The Assessments shall be levied in accordance with the Assessment Report on all lots and lands constituting the portion of Phase 8, within the District, being assessed ("Phase 8 Assessed Land"), which are adjoining and contiguous or bounding and abutting upon the Improvements or specially benefited thereby and further designated by the assessment plat hereinafter provided for.

Section 8. There is on file in the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the District Manager's Office, an assessment plat showing the Phase 8 Assessed Land, with the plans and specifications describing the Improvements and the Estimated Cost, all of which shall be open to inspection by the public.

Section 9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in the Assessment Report, which shows the lots and lands assessed within the Phase 8 Assessed Land, the amount of benefit to and the Assessment against each lot or parcel of land and the number of annual installments into which such Assessment may be divided, which is hereby adopted and approved as the District's preliminary assessment roll.

Section 10. Commencing with the year in which the Assessments are certified for collection and subsequent to any capitalized interest period, the Assessments shall be paid in not more than (30) thirty yearly installments, which installments shall include principal and interest as calculated in accordance with the Assessment Report. The Assessments shall be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or the District otherwise determines not to utilize the provisions of Chapter 197, Florida Statutes, the Assessments may be collected as is otherwise permitted by law.

Section 11. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved; and to authorize such notice and publications of same as may be required by Chapter 170, Florida Statutes, or other applicable law.

Section 12. The District Manager is hereby directed to cause this resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Collier County and to provide mailed notices to the owners of the property subject to the proposed Assessments and such other notice as may be required by law or deemed in the best interest of the District.

Section 13. If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way effect the validity of the other provisions hereof.

Section 14. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

Section 15. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 18th day of September, 2018.

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

James P. Ward, Secretary

Adam Painter, Chairman

Reports Incorporated By Reference:

Master Engineer's Report prepared by Waldrop Engineering, Inc. and dated August, 2013, as supplemented by that certain Flow Way Community Development District Phase 8 Engineer's Report for the 2018 Project prepared by Waldrop Engineering, Inc. and dated August 2018

Supplemental Special Assessment Report for Series 2018 Phase 7 (Esplanade) and Phase 8 Bonds prepared by JPWard & Associates, LLC and dated September 3, 2018

*FLOW WAY COMMUNITY DEVELOPMENT DISTRICT
SERIES 2018 – PHASE 7 (ESPLANADE)
AND PHASE 8
- CAPITAL IMPROVEMENT PROGRAM*

Supplemental Special Assessment Report
for Series 2018 Phase 7 (Esplanade) and
Phase 8 –Series 2018 Bonds

Prepared by:

JPWard & Associates LLC

JAMES P. WARD, Chief Operating Officer

954.658.4900

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9/18/2018

*2900 NORTHEAST 12TH TERRACE
SUITE 1
OAKLAND PARK
FLORIDA 33334*

1.0 BACKGROUND AND THRESHOLD MATTERS

The District was created and chartered by law and established pursuant to Chapter 190, Florida Statutes on the property by the Board of County Commissioners of Collier County effective February 26, 2002, as amended. In November, 2016 the District boundaries were expanded to include an additional 19.66 acres, bringing the total size of the District to approximately 849.40 acres.

There was no development activity within the District until 2013 when Taylor Morrison Esplanade Naples, LLC (“Taylor Morrison Esplanade”) acquired the entire land area within the District.

The District manages the infrastructure for the community known as Esplanade Golf and Country Club of Naples (the “Development”), which is approximately 849.44 acres of land and is situated northwest of the intersection of Immokalee Road and County Road 951, entirely in unincorporated Collier County, Florida. The District’s single and special purpose is to manage the construction, acquisition, maintenance and financing of its public works including basic infrastructure, systems, facilities, services and improvements.¹

¹ See Florida Statutes sections 190.002(1)(a) and (c) and (3); Florida Statutes section 190.003(6); Florida Statutes section 190.012; and *State v. Frontier Acres Com. Develop.*, 472 So 2d 455 (Fla. 1985) in which the Florida Supreme Court opines about the “limited grant of statutory powers under chapter 190 [and] the narrow purpose of such districts” as “special purpose governmental units,” where the narrow purpose is in the singular as applied to their powers in the plural. *Frontier Acres Com.*, at 456. The Supreme Court also references section 190.002, Florida Statutes, to “evidence the narrow objective” in providing community infrastructure in section 190.002(1)(a), Florida Statutes, opining that the “powers” of such districts “implement the single, narrow legislative purpose.” *Id.* at 457.

2.0 SUMMARY OF BOND FINANCINGS

In 2013 the District issued its first Series of Bonds, the Series 2013 Bonds, to fund the first phase of development, of its capital improvement program (Phases 1 and 2 of the Development).

The District continued the development of the capital improvement program with the issuance of the Series 2015 Phase 3 Bonds for the second phase of development of the capital improvement program (Phase 3 of the Development).

Then the District followed with its Series 2015 – Phase 4 Bonds, Series 2016 – Phase 5 Bonds, Series 2017 - Phase 6 Bonds for subsequent phases of the project.

This report is for the Series 2018 – Phase 7 Esplanade (36 units) and Phase 8 Bonds and Phase 8 (Annexed Parcel).

This supplemental report is intended to define and allocate the assessments that will be required to be levied to implement the capital improvement plan for Phase 7 and Phase 8 of the Development. For reference purposes, pursuant to Resolution Nos. 2018-1, 2018-2, and 2018-4 (“Phase 7 Resolutions”), the District previously levied special assessments on real property designated as “Phase 7” (“Phase 7 Assessments”) in connection with the public improvements associated with Phase 7 of the project as described in the Phase 7 Resolutions (the “Phase 7 Improvements”). The real property comprising Phase 7 is intended to be developed with thirty-six (36) multi-family Esplanade-type units (now commonly known and referred to herein as “36 Multi-Family Esplanade Units”). As contemplated in the Series 2017 – Phase 6 Capital Improvement Program Special Assessment Report dated November 17, 2017 (“Phase 6 and 7 Special Assessment Report”), the 36 Multi-Family Esplanade Units were in the original Phase 4 assessment area but due to an increase in the number of units constructed in Phase 4, the 36 Multi-Family Esplanade Units were not assigned any special assessments securing the Series 2015 – Phase 4 Bonds and instead became part of Phase 7. The 36 Multi-Family Esplanade Units were referred to in the Phase 6 and 7 Special Assessment Report as the “Unassigned Units”.

Special assessments have not previously been levied on Phase 8. The special assessments that the District intends to levy in connection with the Phase 8 Capital Improvement Program are referred to as the “Phase 8 Assessments”.

The District intends to undertake the Phase 7 Improvements and public improvements associated with Phase 8 concurrently and intends to issue bonds related thereto, which bonds

will be secured by both the Phase 7 Assessments and the Phase 8 Assessments (sometimes collectively referred to herein as the “Series 2018 Assessments”). The collective property upon which the Series 2018 Assessments are levied as security for the Series 2018 Bonds to be issued by the District will be known as the “Phase 8 Assessment Area”.

This supplemental report references the 36 Multi-Family Esplanade Units in Phase 7 as those units will be part of the next issuance of bonds to be generally known as the “Series 2018 Bonds”.

Additionally, as a part of this supplemental report, there are certain properties that the Developer has requested the District to annex into the boundaries of the District, more commonly known as the “Hatcher Property” consisting of 10.01 acres. The Developer has advised the District that the contemplated land use for the Hatcher Property would be Multi-Family - Vercelli units. As the development of the Hatcher Property would occur, the actual land use type may change. As the Hatcher Property is not presently within the boundaries of the District, no special assessments are being levied on the Hatcher Property. To the extent the Hatcher Property is brought within the boundaries of the District, the District may undertake future assessment proceedings to levy special assessments on the Hatcher property with debt being assigned based on the actual land use type. There is no guarantee that this property will ever be annexed into the District nor subject to assessments, as such the assessment as depicted in this methodology on the 36 Multi-Family Esplanade Units and Phase 8 will remain in place, unless both the annexation and assessment process are successfully implemented.

2.0 THE DISTRICT

The District was established by Ordinance of the Board of County Commissioners of Collier County, Florida, effective February 26, 2002 and originally encompassed a total of 829.27 acres. As noted above the boundaries of the District were expanded in November, 2016 to include an additional 19.66 acres for a total of 849.40. The development, known as Esplanade Golf and Country Club of Naples (the “Development”) also encompasses approximately all of the land within the boundaries of the District.

Interstate 75 and U.S. 41 provide direct access to Fort Lauderdale and Miami, respectively. Interstate 75 also provides access to Fort Myers, Sarasota, Tampa and northern Florida. The Southwest Florida International Airport is located approximately forty (40) minutes north via Interstate 75, and the Miami International Airport is located approximately one (1) hour and forty-five (45) minutes east via Interstate 75.

3.0 PURPOSE OF THIS REPORT

This Special Assessment Report has been developed to provide a roadmap and lays out in detail each step for use by the Board for the imposition and levy of non-ad valorem special assessments. This report begins by introducing the Cost Allocation methodology, as prepared by Waldrop Engineering, Inc. to the Board, and then the report introduces the Assessment Methodology. These two methodologies constitute the District's procedure for instituting the Assessments to fund the capital improvement program for the District.

The Cost Allocation Methodology discloses the computations for the cost and dollar amounts for the systems, facilities and services provided by the District per parcel for each unity type of acre.

The Assessment Methodology outlines the properties within the District that are subject to the Assessments and the special benefit conferred peculiar to each property by, and received from, the systems, facilities and services provided by the District's capital improvement program. The Assessment Methodology will have three primary objectives: (1) to determine the special and peculiar benefits that flow to the assessable properties in the District from the capital improvement plan provided by the District; (2) to apportion the special benefits peculiar to all parcels in a manner that is fair and reasonable, resulting in the proportionate special benefit; and (3) to apply the proportionate special benefit to the proposed allocated costs in each assessment category potentially resulting in a modification to the costs allocated and fixing the Assessments per parcel or acre. The first two objectives of the Assessment Methodology set forth a framework to apply to the already allocated costs and dollar amount of Assessments associated with the operations and maintenance expenditures benefiting properties. Once the framework is set, the proportionate special benefit may modify the earlier allocated dollar amounts of the assessments per parcel or per acre. The report is designed to conform to the requirements of Chapters 189, 190, 170 and 197, Florida Statutes, and is consistent with the District's understanding of the case law on this subject.

The existing systems, facilities and services earlier acquired and constructed by this District produced special benefits, peculiar to both acres and platted parcels, which were apportioned in a manner that is fair and reasonable and which were based on the development plan by the Original Developer. The capital improvement plan which was initially implemented with the issuance of the District's Series 2013 Bonds, the Series 2015 Bonds, the Series 2015 – Phase 4 Bonds, the Series 2016 Bonds, and the Series 2017 Bonds. This supplemental report continues that implementation for Phase 7 with the Series 2017 Bonds and as more fully defined in the Phase 6 and 7 Report dated November 17, 2017 and for the Phase 8 Capital Improvement Program.

This supplemental methodology will describe the allocation of the District's special assessments for Phase 8, based on the preliminary development plan, as provided by the Developer.

4.0 DEFINED TERMS

"Developer" – Taylor Morrison Esplanade Naples, LLC, a Florida limited Liability Company.

"District" – Flow Way Community Development District.

"District Engineer" – Waldrop Engineering

"Equivalent Assessment Unit" – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District's capital project on a particular land use, relative to other land uses.

"Engineer's Report" -- That certain Flow Way Community Development District Phase 8 Engineer's Report prepared by the District Engineer and dated October 2018.

"Phase 1 and 2" – The first development phases of the Development. The phase 1 and 2 lands are subject to the lien of the Series 2013 Bonds.

"Phase 3" - The second development phase of the Development. The phase 3 lands are subject to the lien of the special assessments securing the Series 2014 Phase 3 Bonds.

"Phase 4" – The third development phase of the Development. Currently all of the lands in Phase 4 are subject to the lien of the special assessments securing the Series 2015 – Phase 4 Bonds. It is anticipated that the lien of the special assessments securing the Series – 2015 Phase 4 Bonds ultimately will be absorbed by 204 planned units in Phase 4, leaving 36 Unassigned Units (i.e. the 36 Multi-Family Esplanade Units now a part of Phase 7).

"Phase 5" – The fourth development phase of the Development. Certain units in phase 5 are subject to the lien of the special assessments securing the Series 2016 Bonds.

"Phase 6" – The fifth development phase of the Development. Phase 6 lands are subject to the lien of the Series 2017 Special Assessments securing the Series 2017 Bonds.

“Phase 7” – A portion of the sixth development phase of the Development, which is comprised of the 36 Multi-Family Esplanade Units.

“Phase 8” -- A portion of the sixth development phase of the Development, which will be defined in the Engineer’s Report.

“Phase 8 Assessments” – The special assessments to be levied by the District on Phase 8 in connection with the Phase 8 Capital Improvement Program.

“Phase 8 Assessment Area” -- Phase 7 and Phase 8 lands upon which the Series 2018 Assessments will be collectively levied.

“Allocable Costs” – Proportionate Phase 8 allocable costs.

“Phase 8 Capital Improvement Program” – Public infrastructure necessary to support the development of Phase 8.

“Platted Units” – lands configured as their intended end-use and subject to the lien of the Phase 8 Assessments.

“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat and in their final end-use configuration.

“Unassigned Units” – The 36 Multi-Family Esplanade Units within Phase 7 that have not been assigned assessments from previous bond issues.

5.0 METHODOLOGY FOR ALLOCATING COSTS AND ASSESSMENTS

5.1 COST ALLOCATION

The allocation of costs in the cost allocation methodology is based on accepted practices in accordance with applicable laws and the procedure for the imposition, levy and collection of non-ad valorem special assessments as set forth in the District Charter ² and in conformity with State laws applicable to such assessments.

² See the Act in chapter 190, Florida Statutes.

The allocation of costs is really in effect a disclosure of the costs as a first step towards determining the final dollar amount of the assessment per unit.

The District's capital program can be broken down into six (6) broad categories: (1) surface water management system, (2) utilities including potable water, wastewater and irrigation, (3) exterior landscaping, (4) off-site improvements, (5) environmental mitigation and (6) professional & permit fees. Mitigation as used herein, is both on-site and off-site preserve enhancement, creation and preservation.

These programs have costs identified in the table below and are merely the first step in the special assessments to be paid. To provide further information, the division (i.e., the allocation) of these cost for each program is further discussed in the Engineer's Report

Phase 8 - Cost Allocation	
Description	Phase 8
Stormwater Management System	\$ 4,881,876.78
Utilities	
Potable Water	\$ 897,617.77
Sanitary Sewer	\$ 1,958,633.41
irrigation	\$ 510,017.80
Exterior Landscaping	\$ 456,237.21
Off-Site Improvement	\$ 292,559.97
Environmental Mitigation	\$ 878,961.37
Professional & Permit Fees	\$ 1,615,906.62
Total:	\$ 11,491,810.92

5.2 ASSIGNMENT OF ASSESSMENT

It is useful to consider three broad states or conditions of development within Esplanade. The initial condition is the "unplatted state". At this point infrastructure may or may not be constructed, but in general, home site or other development units have not been defined and all

of the developable land within the assessment area is considered unplatted acreage (“Unplatted Acres”). In the unplatted state, all of the lands within the assessment area receive benefit from all or a portion of the components of the financed capital improvement plan and debt assessments would be imposed upon all of the land within the assessment area on an equal acre basis to repay the bonds in an amount not in excess of the benefit accruing to such parcels.

The second condition is the interim or “approved state”. At this point, a developer would have received approval for a site development plan from the County. By virtue of the County granting an approval for its site development plan for a neighborhood, certain development rights are committed to and peculiar to that neighborhood, thereby changing the character and value of the land by enhancing the capacity of the Unplatted Acres within a neighborhood with the special and peculiar benefits flowing from components of the capital improvement plan and establishing the requisite logical connection for the flow of the special benefits peculiar to the property, while also incurring at the same time a corresponding increase in the responsibility for the payment of the levied debt assessment to amortize the portion of the debt associated with those improvements.

Therefore, in the event that the District issues bonds which have or will benefit the lands within such area, the District will designate such area, or in combination with other such areas, as an assessment area, and, allocate a portion of this debt to such assessment area in the “approved state”.

This apportionment of benefit is based on accepted practices for the fair and equitable apportionment of special and peculiar benefits in accordance with applicable laws and the procedure for the imposition, levy and collection of non-ad valorem special assessments in conformity with State laws applicable to such assessments.

Development enters its third and “**Platted State**”, as property is platted. Land becomes platted property (the “**Platted Property**”) which single-family units are platted or multifamily land uses receive a building permit and a separate tax parcel identification number is issued for such parcel. At this point, and only at this point, is the use and enjoyment of the property fixed and determinable and it is only at this point that the ultimate special and peculiar benefit can be determined flowing from the components of the CIP peculiar to such platted parcel. At this point, a specific apportionment of the debt assessments will be fixed and determinable from the supplemental assessment report to be prepared once the final pricing details of the bonds are known.

When the development program contains a mix of residential land uses, an accepted method of allocating the costs of public infrastructure improvements to benefiting properties is

through the establishment of a system that “equates” the benefit received by each property to the benefit received by a single-family unit to other unit types. To implement this technique for project cost allocation purposes, the District must use a methodology that fairly and reasonable apportions the cost of the infrastructure to the benefitted land. The balance of this report will define that apportionment methodology.

5.3 INITIAL ASSIGNMENT OF ASSESSMENTS

As noted above, initially the Phase 8 Assessments will be initially levied on all of the unplatted acres in Phase 8 which consists of 38.63 gross acres.

Exhibit 1 – the initial assessment roll shows the assessments on the entire Phase 8 Assessment Area (i.e. Phase 7 and Phase 8).

The location of the Phase 8 Assessment Area is shown in the Engineer’s Report and Exhibit 2. As previously referenced, the 36 Multi-Family Esplanade Units comprising Phase 7 are being assigned debt in this Phase 8 Report and will be pledged to pay principal and interest the Series 2018 Bonds.

5.4 PRELIMINARY DEVELOPMENT PLAN

The following is the preliminary development plan for Phase 8. (Note that the 36 Multi-Family Esplanade Units associated with Phase 7 and which are part of the financing of the Series 2018 Bonds are not included in the financing tables in this supplemental report.)

Preliminary Development Plan	
Type	Phase 8
52'	89
57'	0
62'	0
76'	23
90'	0
100'	0
MF (Esplanade)	72
MF (Vercelli)	64
MF - (Esplanade Large)	37
Total:	285

5.5 ASSESSMENT/ALLOCATION METHODOLOGY

This report will identify the special and peculiar benefits for the works and services including added use of the property, added enjoyment of the property, and probability of increased marketability, value of the property and decreased insurance premiums will be evaluated for each of the revised residential and commercial product types to insure that the new assessments are fair, just and reasonable for all property within the District

5.6 Surface Water Management System

The District's surface water management system was designed to be an integrated and functional water management system for the treatment and attenuation of stormwater runoff for the entire District. As such, the allocation of costs are based on the capacity usage anticipated for each land use within the District.

5.7 Potable Water, Wastewater and Irrigation

The District's utility system consists of potable water, sanitary sewer and irrigation water for the community. The development within the District consists primarily residential properties, and a golf course with associated amenities. The potable water and sanitary sewer are divided among all property owners based on typical flow rates established by the District Engineer for similar use types based on the Florida Administrative Code, and that the irrigation water be distributed based on the anticipated use for each land use type.

5.8 Exterior Landscaping, Off-Site Improvements, Mitigation and Miscellaneous

The exterior landscaping consists of buffering along the project boundaries and is necessitated by the requirements of the Collier County Land Development Code, which requires landscape buffering along public roadways and between different zoning categories and uses within the County. As such, the allocation of costs are based on trip generation anticipated for each land use within the District.

5.9 Off-Site Improvements

The off-site improvements consist of transportation related improvements for County Road 951 Extension right-of-way. These improvements were also necessitated by the requirements of the Collier County Land PUD Ordinance NO. 12-14. These roadway improvement costs are

divided between the various individual properties based on the size of a typical lot, according to the Engineer's report.

5.10 Environmental Mitigation

The environmental mitigation costs consist of wetland and other habitat improvements caused by the development of Esplanade Golf & Country Club of Naples, to replace existing wetlands. As such, the allocation of costs are based on the capacity usage anticipated for each land use within the District.

5.11 Professional & Permit Fees

Professional and Permit costs are allocated based on the typical lot size anticipated for each land use within the District.

6.0 OVERVIEW OF ASSESSMENT METHODOLOGY; SPECIAL PECULIAR BENEFIT; REASONABLE AND FAIR APPORTIONMENT; PROPORTIONATE SPECIAL BENEFIT

The purpose of this Assessment Report is to discuss the special benefits peculiar to the properties from construction and acquisition of the District systems, facilities and services, along with the further enhancement and enjoyment of the property from the District's use of its special pinpointed and focused management capabilities to construct these systems, facilities and services.

The Assessment Report herein constitutes a valid and legal methodology for the Flow Way Community Development District in that it confers special benefits peculiar to the properties and apportions those benefits in a reasonable and fair manner resulting in and applying the proportionate special benefit. This section is broken down into four (4) subsections:

Subsection 6.1 provides a detailed overview of the requirements for a valid special assessment. In this subsection, Florida's legal requirements to make the assessments liens equal in dignity to property taxes are explained and detailed. (A lien travels with the property and may result in the loss of the property if it is not paid.)

Subsection 6.2 identifies and details the actual special benefits flowing from the District's construction activities of its systems, facilities and services to the properties. A breakdown of each special benefit (added use, added enjoyment, the combination of enhanced value and increased marketability and finally decreased insurance premiums) is provided and the way the properties are benefited is explained.

Subsection 6.3 covers the apportionment of these special benefits. This subsection shows the proportion of the special benefit flowing to the individual properties. For example, the Off-site Services will create equal special benefits peculiar to individual properties. That is, the relative magnitude of any one of these special benefits to any one property is proportional to the special benefits to another property. Similarly, the Water Management Services will benefit certain properties more than others, as will the Utilities and Irrigation Services.

The special benefits can be broken down into a percentage of the overall special benefit flowing based on each category. This section explains this breakdown in specificity for each property unit type in relation to the magnitude of the special benefit each property unit enjoys. This apportionment results in the proportionate special benefit.

Subsection 6.4 applies the proportionate special benefit to the dollar amount allocated in the Cost Allocation Methodology.

6.1 Requirements For a Valid Assessment Methodology

Valid assessments under Florida Law have two (2) requirements that must be met by the Board using this methodology to provide that the assessments will be liens on property equal in dignity to County property tax liens and to justify reimbursement by the property owners to the District for the special benefits received by and peculiar to their properties.

First, the properties assessed must receive, peculiar to the acre or parcel of property, a special benefit that flows as a logical connection from the systems, facilities and services constituting improvements.³ The courts recognize added use, added enjoyment, enhanced value

³ The two basic requirements for a valid assessment under law are stated succinctly in *City of Boca Raton v. State*, 595 So. 2d 25, 29 (Fla. 1992) *holding modified by Sarasota County v. Sarasota Church of Christ, Inc.*, 667 So. 2d 180 (Fla. 1995) and *modified sub nom. Collier County v. State*, 733 So. 2d 1012 (Fla. 1999) (“There are two requirements for the imposition of a valid special assessment. First, the property assessed must derive a special benefit from the service provided. Second, the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.”) (Citations omitted). The requirement that the benefits received from the property must be peculiar to the parcel or acres is stated in *City of Boca Raton v. State*, 595 So. 2d 25, 29 (Fla. 1992) *holding modified by Sarasota County v. Sarasota Church of Christ, Inc.*, 667 So. 2d 180 (Fla. 1995) and *modified sub nom. Collier County*

(footnote continued)

and decreased insurance premiums as the special benefits that flow as a logical connection from the systems, facilities and services peculiar to the property. Additionally, the properties will receive the special benefit of enhanced marketability.

Second, the special benefits must be fairly and reasonably apportioned in relation to the magnitude of the special benefit received by and peculiar to the various properties being assessed,⁴ resulting in the proportionate special benefit to be applied.

Although property taxes are automatically liens on the property, non-ad valorem assessments, including special assessments, are not automatically liens on the property but will become liens if the governing Board applies the following test in an informed, non-arbitrary manner. If this test for lienability is determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be imposed, levied, collected and enforced as a first lien on the property equal in dignity to the property tax lien.⁵ Florida courts have found that it is not necessary to calculate

v. State, 733 So. 2d 1012 (Fla. 1999) (A special assessment "is imposed upon the theory that that portion of the community which is required to bear it receives some special or peculiar benefit in the enhancement of value of the property against which it is imposed as a result of the improvement made with the proceeds of the special assessment."). The requirement for the existence of a logical connection from the systems, facilities and services constituting the improvements to the parcel or acre is found in *Lake County v. Water Management Corp.*, 695 So. 2d 667, 669 (Fla. 1997) (The test for evaluating whether a special benefit is conferred to property by the services for which an assessment is imposed "is whether there is a 'logical relationship' between the services provided and the benefit to real property.")

⁴ *City of Boca Raton v. State*, 595 So. 2d 25, 29 (Fla. 1992) *holding modified by Sarasota County v. Sarasota Church of Christ, Inc.*, 667 So. 2d 180 (Fla. 1995) and *modified sub nom. Collier County v. State*, 733 So. 2d 1012 (Fla. 1999).

⁵ *Workman Enterprises, Inc. v. Hernando County*, 790 So. 2d 598, 600 (Fla. 5th DCA 2001) ("When a trial court is presented with a property owner's challenge to a special assessment the appropriate 'standard of review is the same for both prongs; that is, the legislative determination as to the existence of special benefits and as to the apportionment of the costs of those benefits should be upheld unless the determination is arbitrary.") (Citation omitted). § 170.09, Fla. Stat. (2010) ("The special assessments . . . shall remain liens, coequal with the lien of

(footnote continued)

special benefits with mathematical precision at the time of imposition and levy⁶ so long as the levying and imposition process is not arbitrary, capricious or unfair.⁷

6.2 Special Peculiar Benefits

Focused, pinpointed and responsive management by the District of its systems, facilities and services, create and enhance special benefits that flow peculiar to property within the borders of the District, as well as general benefits to the public at large.

All benefits conferred on District properties are special benefits conferred on property because only property within the District will specially benefit from the enhanced services to be provided as a result of these new assessments. Any general benefits resulting from these assessments are incidental and are readily distinguishable from the special benefits that accrue to the property within the District. Properties outside the District do not depend on the District's programs and undertakings in any way for their own benefit and are therefore not considered to receive benefits for the purposes of this methodology. The four assessments imposed by this resolution are designed with the specific properties of the District in mind and for their exclusive special benefit

6.2.1 General Review

all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid.”

⁶ *City of Boca Raton v. State*, 595 So. 2d 25, 31 (Fla. 1992) (In determining the special benefit each parcel or acre receives, the District is “not required to specifically itemize a dollar amount of benefit to be received by each parcel.”). Pursuant to section 197.122(1), Florida Statutes, all taxes imposed pursuant to the State Constitution and laws of this state shall be a first lien, superior to all other liens, on any property against which the taxes have been assessed and shall continue in full force from January 1 of the year the taxes were levied until discharged by payment or until barred under chapter 95. Pursuant to the collection laws, section 197.3632, Florida Statutes, and all applicable case law, this provision on taxes also applies to non-ad valorem assessments.

⁷ See *Workman Enterprises, Inc. v. Hernando County*, 790 So. 2d 598 (Fla. 5th DCA 2001), *supra* note 5, at 600.

From the District's focused and pinpointed management flows the special benefit peculiar to each parcel or acre of added use of the property. This special benefit of added use of a piece of property contemplates the increased ability to "use" the property for its intended purpose.

The District's control and management will also provide another special benefit peculiar to each parcel or acre of added enjoyment of the property. The special benefit of added enjoyment of property contemplates the increase in the satisfaction or quality of use of the specially benefitted property.

Additionally, the District's control and management will provide the special benefit peculiar to each parcel or acre of the probability of increased marketability and value of the property. The dollar increase in the value of the property could be determined at a later time by a property appraiser.

Because the benefits of the District's control and management are greater than the costs of the assessments, an overall net special benefit occurs. This net special benefit equates into an increase in at least some of the property values of the surrounding homes. An increase in property values makes these properties more marketable and more saleable. Put differently, when a property's value increases and the price a property is for sale remains the same, the property will have a greater chance of being sold; therefore, the marketability of that property is increased.

Further, a derivative special benefit also exists from this increased marketability. Because of the overall benefit and increases in property values, the surrounding homes will increase in their marketability. More enhanced neighboring properties mean increased marketability. Therefore, even if a single property's value is not increased from the particular District service, many surrounding properties' value will increase, and the non-value improving property will still gain an increase in marketability.

Finally, the District's focused and pinpointed control and management will provide a special benefit peculiar to each parcel or acre of decreased insurance premiums. The monetary decrease in the insurance premiums could be determined at a later time by an insurance adjuster.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated and assessed as to value with mathematical certainty; however, their magnitude can be determined with certainty today. Each special benefit is by orders of

magnitude more valuable than the cost of, or the actual assessment imposed and levied for, the services and improvements that they provide peculiar to the receiving properties.

Accordingly, each system, facility and service provided by the District is discussed.

(A) Surface Water Management Systems, Facilities and Services

The Special Benefit of Added Use

From the District's focused and pinpointed management of the Surface Water Management System flows the special benefit peculiar to each parcel or acre of added use of the property. The special benefits peculiar to each parcel or acre from the Surface Water Management System that contributes, as a logical relationship, to the added use of property throughout the District are flood reduction and prevention and reduced over-drainage. The community is being developed as a bundled golf community, where each owner of property within the District will be a member of the Homeowner's Association and the Association will be the owner of the Golf Course. With this development concept, the development of the Golf Course will benefit the property owners directly by permitting the owner's the use of the course and its associated facilities.

The District's focused and pinpointed control and maintenance of the Surface Water Management System will avoid the need to undergo intense revitalization efforts of the system in the future for all residential properties and of the Golf Course, however the sole beneficiaries of the added use of the Golf Course are the individual property owners in the District, and not the Golf Course since the Golf Course will be owned and operated by the Homeowner's Association to which all individual property owner's will be members of the Homeowner's Association. As such, the individual properties (excluding the Golf Course) will receive the entire benefit of flood protection, treatment and attenuation of stormwater runoff.

The Special Benefit of Added Enjoyment

The District's construction of the Surface Water Management Services will also provide a special benefit peculiar to each parcel or acre of added enjoyment of the property. The items contributing, as a logical relationship, to the special benefit of added enjoyment of the property are reduced pollution on the property and throughout the District, improved water quality throughout the District, and an aesthetic enhancement of property in general through a better-maintained landscape resulting in a clean and pristine environment. Use of the Golf Course will be significantly enhanced by allowing owner's to enjoy a better game-play experience in playing

on well drained, hence dry, lands as well as the satisfaction of playing on a highly maintained course with an admirable beauty as a direct result of that maintenance. Again however, since the Golf Course is owned by the Homeowner's Association, the benefits that are derived from the enjoyment of the surface water management system, flow as a logical consequence to the individual properties (excluding the Golf Course) within the District. These individual properties will also enjoy the significant decrease in pollutant build up on their lands and common areas and the consequent positive environmental and aesthetic effects on their lands and local community as a direct result of the enhanced Surface Water Management System's construction, operation and maintenance by focused District management.

The Special Benefit of the Probability of Enhanced Value and Increased Marketability

The District's construction of the surface water management system will provide further a special benefit peculiar to each parcel or acre in the probability of increased marketability and enhanced value of the property. Specific benefits of this type include decreased landscaping and maintenance costs, reduced environmental degradation, higher quality property maintenance, reduced water treatment costs (since the system is effectively removing a substantial portion of the pollutants before the run-off water reaches a water treatment facility), and increased prestige. Moreover, the enhanced value received by the property will remain despite any change in future use because the surface water management system benefits the lands of the District irrespective of their current or anticipated purpose. The dollar increase in the value of the property can be determined at a later time by a property appraiser. The Golf Course itself, as a better served entity, will be much more valuable, and consequently as a result of the ownership by the Homeowner's Association the individual home values may be positively affected by the golf course. Additionally, as a result of the construction of the surface water management system, this will provide owner's potentially more playing time should its overall enhancement entice more property owners to visit and use the golf course; again, this in turn could increase the prestige and visibility of the course, further driving up the market value of the individual properties in the District. Finally, these individual properties would specially benefit from value increases in the individual properties, which are directly attributable to providing flood protection, treatment and attenuation of stormwater, a stormwater system that raises the project's finished floor elevations above FEMA's flood elevation, all from the construction of the District's surface water system, and all at residents' disposal. Finally, the construction of the District's surface water system, will provide less local maintenance and landscaping expenditures, and significantly more attractive individual lots which by their aesthetic characteristics are more sought after and marketable.

The Special Benefit of Decreased Insurance Premiums

Finally, the District's control and management of the surface water management system will provide a special benefit peculiar to each parcel or acre of decreased insurance premiums. The monetary decrease in the insurance premiums could be determined at a later time by an insurance adjuster. The Golf Course as well as residential properties within the District should enjoy significant reductions in insurance costs if the system is proved to decrease pollutants locally in the manner intended as well as provide a means of flood prevention that will reduce the potential for property damage throughout the entire District. Additionally, the mere fact that the system is being constructed to raise the project's finished floor elevations above FEMA's flood elevation, will potentially eliminate the need for or reducing the cost of flood insurance to all individual properties in the District.

(B) Utilities

From the District's focused and pinpointed management, the construction of the District's utility systems, including potable water, sanitary sewer and the irrigation system flows the special benefits peculiar to each parcel or acre in terms of added use, added enjoyment, enhanced value and marketability. All these special benefits would not exist but for the successful operation of the District's functions and duties by the Board of Supervisors. Each parcel or acre within the District requires the Board to construct a utility system for the benefit of and upon each individual property in order to meet the District's single, special purpose in providing sustained high quality infrastructure to the District. These services constitute the source of the special benefit peculiar to the property on which the assessment is based because without these services, no capital infrastructure nor its maintenance and operation could ever accrue to the properties.

(C) Exterior Landscaping

From the District's focused and pinpointed management, the construction of the exterior landscaping elements flows special benefits peculiar to each parcel within the District. The Board will provide exterior landscaping which include buffering along Immokalee Road and other areas of the District. This landscaping was required by Collier County Land Development Code. It is these specific services from which all property will gain and specially benefit from added use, added enjoyment, and enhanced value and marketability.

(D) Off-Site Improvements

From the District's focused and pinpointed management, off-site improvements flows the special benefit peculiar to each parcel or acre within the District. These improvements are primarily transportation related improvements and from these improvements the community will mitigate any transportation related deficiencies to the off-site roadway system that are due to the traffic being generated from the parcels and properties in the District. These off-site improvements would not be required if not for the development of the properties in the District and these parcels will specifically benefit from the better flow of traffic into and out of the District. However, the golf course does not generate any additional traffic, since the golf course is not a public course nor open to membership outside the residential property within the District, as such, the golf course receives no benefit from these off-site improvements. Similarly the discovery center does not generate any additional traffic, since it too is not open to the public and is for use only the property owner's in the District, as such, the discover center receives no benefit from these off-site improvements. As applicable to the other services, that is, all these special benefits would not exist but for the successful operation of the District's functions and duties by the Board of Supervisors. Each parcel or acre within the District requires the Board to construct infrastructure that benefit each individual property in order to meet the District's single, special purpose in providing sustained high quality infrastructure to the District. These services constitute the source of the special benefit peculiar to the property on which the assessment is based since without these services, no development could ever occur.

(E) Environmental Mitigation

From the District's focused and pinpointed management, mitigation improvements flows the special benefit peculiar to each parcel or acre within the District. These improvements include the construction of wetland, and other habitat replacement due to the development of the community. These mitigation improvements would not be required if not for the development of the properties in the District and these parcels will specifically benefit from increased storm protection and flood damage due to major storm events. These wetland and other habitat replacements increase nature's nurseries for various birds, animals and plant life, and ultimately increase the enjoyment by residents in the District to participate in wetland activities, such as canoeing, bird watching, photography, and other outdoor recreation. As applicable to the other services, that is, all these special benefits would not exist but for the successful operation of the District's functions and duties by the Board of Supervisors. Each parcel or acre within the District requires the Board to construct infrastructure that benefit each individual property in order to meet the District's single, special purpose in providing sustained high quality infrastructure to the District. These services constitute the source of the special benefit peculiar to the property on which the assessment is based since without these services, no development could ever occur.

(F) Professional & Permit Services

From the District's focused and pinpointed management, from these miscellaneous improvements flows the special benefit peculiar to each parcel or acre within the District. These improvements are required and include the necessary soft costs, such as engineering design and inspection, permitting, etc. for all of the other systems, facilities and services. These miscellaneous improvements would not be required if not for the balance of the others systems, facilities and services and as such, development of the properties in the District and these parcels will specifically benefit from all of the other systems, facilities and services. As applicable to the other services, that is, all these special benefits would not exist but for the successful operation of the District's functions and duties by the Board of Supervisors. Each parcel or acre within the District requires the Board to construct infrastructure that benefit each individual property in order to meet the District's single, special purpose in providing sustained high quality infrastructure to the District. These services constitute the source of the special benefit peculiar to the property on which the assessment is based since without these services, no development could ever occur.

5.3 Reasonable and Fair Apportionment: The Proportionate Special Benefit

The special benefits described above must be fairly and reasonably apportioned in relation to the relative magnitude (not the value) of the special benefit received by and peculiar to the various properties being assessed. The magnitude of such benefit is different for each type of property within the District and for each type of assessment on which the special benefit is based. The apportionment here is divided by unit type (as opposed to each individual parcel or acre) because the differences among the parcels and acres in each unit type, while present, are de minimus in this situation. It is illustrative of such benefit which one parcel or acre enjoys in comparison to another parcel or acre and that relationship informs the respective assessments which each parcel or acre must pay; always in proportion to the extent of the total benefit which they receive in relation to all other properties which also enjoy such benefit. All assessments discussed below are either equal to or less than such benefit with which it is associated.

(A) Surface Water Management System Apportionment

The Surface Water Management System provides several special benefits, peculiar to certain properties within the District, as described above in section 6.2(A). Such benefits

conferred by this system, as a whole, are to be apportioned to properties based on: (1) common areas that benefit the entire District (2) common areas that benefit residential only, and (3) specific land uses which generate anticipated runoff based on type of property on a per parcel or per acre basis. These three methods combined will constitute the makeup of the Water Management Services special assessment for each individual parcel or acre.

For the first apportionment method, the District's Water Management assessment will consist of an amount representative of all common areas within the District from which all properties within the District benefit. Because all properties within the District benefit from all District common areas, all properties share in the special benefit conferred on these areas. This is also reflective of the fact that the entire Surface Water Management System is one aggregate system and all properties must bear their share of the respective costs in managing not only their own properties but also of the common areas whose proper functioning is paramount to the integrity of the system as whole.

The second apportionment method addresses the special benefits received by the properties within the residential areas that are common to the residential areas, such as roadways that serve residential areas only, the leisure center and residential common areas as a result of the Surface Water Management system. The residential areas contain additional rights-of-way and common areas that affect water flow only within those residential communities. Therefore, only those properties will receive special benefits from the proper drainage and treatment of stormwater run-off in these areas. Consequently, all properties within these communities are apportioned to reflect the magnitude of these proportionate special benefits.

The third apportionment method, which makes up the remainder of the Water Management assessment, addresses the unit type of individual parcels or acres. Property will be assessed, despite its run-off rate (as calculated in the "Cost Allocation Methodology" above), to reflect the relative magnitude of the individual special benefit it receives proportionally from the entire Water Management System. A considerable portion of the residential properties within the District consists of impervious surfaces and therefore generate significant run-off from storm events.

(B) Utilities Apportionment

The utility services provide special benefits peculiar to all properties within the District in the manner described above. These assessments are apportioned relative to the derivative benefits received by particular properties from Board undertakings in the construction of the infrastructure provision. As explained earlier, because certain properties, by their nature, require more utility services and consideration when it comes to the provision of infrastructure, such properties benefit proportionally more than others within the District. While all properties benefit from these services, they are only assessed in accordance with the proportional benefit they receive. Therefore, the magnitude of the proportional special benefit for each property for this particular assessment varies according to the particular characteristics of the parcel or acre, as well as the apportionment that each unit type receives from the other services.

(C) Exterior Landscaping Apportionment

The exterior landscaping services provide special benefits peculiar to all properties within the District in the manner described above. These assessments are apportioned relative to the derivative benefits received by particular properties from Board undertakings in the construction of the infrastructure. As explained earlier, this is because all properties, by their nature, require these buffer landscaping areas outside the District in order to develop the property within the District, such properties therefore benefit proportionally. While all properties benefit from these services, they are only assessed in accordance with the proportional benefit they receive. Therefore, the magnitude of the proportional benefit for each property for this particular assessment does not vary according to the particular characteristics of the parcel or acre.

(D) Off-Site Apportionment

The off-site services which consist primarily of roadway related improvements within County Road 951 right-of-way and which benefit the communities are apportioned according to the use, expressed as ITE trip generation rates, associated with specific types of property in those communities. Single Family homes generally have more inhabitants, more vehicles, and therefore higher frequency of use of roadways in their respective community. Condominiums, club homes and villas, however, utilize the community roadways less and therefore benefit less than their Single Family unit counterparts. As a result, Single Family units can be said to enjoy the special benefits of these community specific improvements to a larger magnitude than all other types of units. Single Family units within each respective community will therefore be assessed significantly, but not substantially, more than Multi-Family and for the reason that they will be using community roadways more often and hence receive significantly more special benefits from the specific improvements of roadway lighting, signage and maintenance provided by the District.

(E) Environmental Mitigation Apportionment

The mitigation infrastructure services provide special benefits peculiar to all properties within the District in the manner described above. These assessments are apportioned relative to the derivative benefits received by particular properties from Board undertakings in the construction of the infrastructure. As explained earlier, this is because all properties, by their nature, require the replacement of lost wetland and habitat, irrespective of the type of land use, such properties therefore benefit proportionally. While all properties benefit from these services, they are only assessed in accordance with the proportional benefit they receive. Therefore, the magnitude of the proportional benefit for each property for this particular assessment does not vary according to the particular characteristics of the parcel or acre.

(F) Professional & Permitting Apportionment

The professional and permitting services provide special benefits peculiar to all properties within the District in the manner described above. These assessments are apportioned relative to the derivative benefits received by particular properties from Board undertakings in the construction of the infrastructure. As explained earlier, this is because all properties, by their nature, require the these design, inspection, permitting and other costs that are required for the entire infrastructure program, irrespective of the type of land use, such properties therefore benefit proportionally. While all properties benefit from these services, they are only assessed in accordance with the proportional benefit they receive.

5.4 Application of the Proportionate Special Benefits to the Allocated Costs

Accordingly, the reasonable and fair apportionment of the special benefits provided by the District which is peculiar to both the acres and the platted parcels results in the proportionate special benefit which is the final step required under Florida law to complete the fixing of the assessments to be imposed and levied.

The application of the proportionate special benefit is important. The relative magnitude of each special benefit peculiar to each property for Water Management Services is determined by analyzing the respective acreage of each unit in proportion to the total acreage of the entire District. The relative magnitude of added use is directly related to the total acreage of each unit type. The greater acreage a particular unit occupies, the greater the special benefit received from the District's Water Management System and thus, the greater relative magnitude as compared with the other units. The same analysis was employed for the special benefit of added enjoyment because the Golf Course receives more added enjoyment because its purpose

is recreational whereas residential plats are mainly for dwelling. Better water management leads to enhanced course conditions and increases the quality and satisfaction of the land use.

Phase 8 - Surface Water Management System									
Parcel Type	Number of Units (4)	Number of ERU's	Cost Allocation	Percent of Cost			Allocation by use & Allocation by Unit		
				Allocation	Use (1)	Enjoyment (2)	All (3)	Enjoyment	Unit
52'	89	1	\$ 1,600,084.82	32.78%	24.58%	8.19%	32.78%	\$ 1,600,084.82	\$ 17,978.48
57'	0	1.5	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	0	1.84	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
76'	23	2.52	\$ 1,042,032.77	21.34%	16.01%	5.34%	21.34%	\$ 1,042,032.77	\$ 45,305.77
90'	0	2.73	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	3.27	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	72	0.82	\$ 1,061,449.53	21.74%	16.31%	5.44%	21.74%	\$ 1,061,449.53	\$ 14,742.35
MF (Vercelli)	64	0.55	\$ 632,842.54	12.96%	9.72%	3.24%	12.96%	\$ 632,842.54	\$ 9,888.16
MF (Esplanade Large)	37	0.82	\$ 545,467.12	11.17%	8.38%	2.79%	11.17%	\$ 545,467.12	\$ 14,742.35
Golf Course & Amenity	0	-	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	285		\$ 4,881,876.78	100.00%	75.00%	25.00%	100.00%	\$ 4,881,876.78	

(1) Relative Magnitude

(2) Relative magnitude of Added Enjoyment

(3) Relative Magnitude of All Services

(4) The Hatcher Annexation Area represents 37 - lot's and is NOT included in this total for the purpose of this report as levied as MF (Esplanade Large) Units

The second and third charts below, shows the cost allocation methodology for Utilities, including potable water, sanitary sewer and irrigation was analyzed based on two distinct component parts. First the potable water and sanitary sewer component, flow rates established by Florida Administrative Code for different use types was used. These flow rates help determine the units that use the infrastructure the most, determining the size of pipes and other ancillary facilities for the different unit types, and consequently the most money to be spent on the construction of these facilities.

Similarly for the irrigation system, the cost allocation methodology is based on the use of the facilities with a notable exception that is the use is based on the average irrigated area for each lot type. The area of land area to be irrigated helps determine the units that use the infrastructure the most, again, also determining the size of pipes and other ancillary facilities for the different unit types, and consequently the most money to be spent on the construction of these facilities.

A similar analysis can be used to determine the relative magnitude of the special benefits peculiar to the properties between the various land use types. The units that cause the most dollars to be spent on the construction of the facilities are the same units that use the infrastructure the most. The units that use the infrastructure the most are also the same units that benefit the most from the infrastructure. Thus, a direct correlation exists between the units causing the most money to be spent on the cost of construction receiving the most benefits from the capital improvement program.

JP Ward and Associates LLC

Phase 6 - Potable Water and Sanitary Sewer									
Parcel Type	Number of Units	Number of ERU's	Cost Allocation	Percent of Cost			Allocation by use & Enjoyment		
				Allocation	Use (1)	Enjoyment (2)	All (3)	Allocation by Unit	
52'	3	1.00	\$ 26,402.94	2.90%	2.18%	0.73%	2.90%	\$ 26,402.94	\$ 8,800.98
57'	0	1.24	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	43	1.18	\$ 446,222.82	49.02%	36.77%	12.26%	49.02%	\$ 446,222.82	\$ 10,377.27
76'	25	1.43	\$ 314,602.20	34.56%	25.92%	8.64%	34.56%	\$ 314,602.20	\$ 12,584.09
90'	0	1.65	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	1.87	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	14	0.62	\$ 112,179.66	12.32%	9.24%	3.08%	12.32%	\$ 112,179.66	\$ 8,012.83
MF (Vercelli)	2	14.93	\$ 10,876.44	1.19%	0.90%	0.30%	1.19%	\$ 10,876.44	\$ 5,438.22
Golf Course & Amenity	0	0.00	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	87	23.90	\$ 910,284.06	98.81%	75.00%	25.00%	100.00%	\$ 910,284.06	

- (1) Relative Magnitude
- (2) Relative magnitude of Added Enjoyment
- (3) Relative Magnitude of All Services

Phase 8 - Potable Water and Sanitary Sewer									
Parcel Type	Number of Units	Number of ERU's	Cost Allocation	Percent of Cost			Allocation by use & Enjoyment		
				Allocation	Use (1)	Enjoyment (2)	All (3)	Allocation by Unit	
52'	89	1.00	\$ 975,197.58	34.14%	25.61%	8.54%	34.14%	\$ 975,197.58	\$ 10,957.28
57'	0	1.24	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	0	1.18	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
76'	23	1.43	\$ 360,347.20	12.62%	9.46%	3.15%	12.62%	\$ 360,347.20	\$ 15,667.27
90'	0	1.65	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	1.87	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	72	0.91	\$ 718,273.99	25.15%	18.86%	6.29%	25.15%	\$ 718,273.99	\$ 9,976.03
MF (Vercelli)	64	0.62	\$ 433,319.39	15.17%	11.38%	3.79%	15.17%	\$ 433,319.39	\$ 6,770.62
MF (Esplanade Large)	37	0.91	\$ 369,113.02	12.92%	9.69%	3.23%	12.92%	\$ 369,113.02	\$ 9,976.03
Golf Course & Amenity	0	0.00	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	285	10.80	\$ 2,856,251.18	71.91%	75.00%	25.00%	100.00%	\$ 2,856,251.18	

- (1) Relative Magnitude
- (2) Relative magnitude of Added Enjoyment
- (3) Relative Magnitude of All Services
- (4) The Hatcher Annexation Area represents 37 - lot's and is NOT included in this total for the purpose of this report as levied as MF (Esplanade Large) Units

Phase 8 - Irrigation Water System									
Parcel Type	Number of Units	Number of ERU's	Cost Allocation	Percent of Cost			Allocation by use & Enjoyment		
				Allocation	Use (1)	Enjoyment (2)	All (3)	Allocation by Unit	
52'	89	1.00	\$ 231,414.71	45.37%	34.03%	11.34%	45.37%	\$ 231,414.71	\$ 2,600.17
57'	0	1.03	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	0	0.65	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
76'	23	0.68	\$ 40,760.75	7.99%	5.99%	2.00%	7.99%	\$ 40,760.75	\$ 1,772.21
90'	0	1.01	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	1.10	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	72	0.45	\$ 84,637.68	16.60%	12.45%	4.15%	16.60%	\$ 84,637.68	\$ 1,175.52
MF (Vercelli)	64	0.66	\$ 109,710.30	21.51%	16.13%	5.38%	21.51%	\$ 109,710.30	\$ 1,714.22
MF (Esplanade Large)	37	0.45	\$ 43,494.36	8.53%	6.40%	2.13%	8.53%	\$ 43,494.36	\$ 1,175.52
Golf Course & Amenity	0	0.00	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	285	5.471848	\$ 510,017.80	53.37%	75.00%	25.00%	100.00%	\$ 510,017.80	

- (1) Relative Magnitude
- (2) Relative magnitude of Added Enjoyment
- (3) Relative Magnitude of All Services
- (4) The Hatcher Annexation Area represents 37 - lot's and is NOT included in this total for the purpose of this report as levied as MF (Esplanade Large) Units

The cost allocation methodology for roadway related off-site improvements used ITE (International Traffic Engineers) TRIP rates to determine the allocation of costs for this part of the capital improvement program. The ITE TRIP rates help determine the units that use the

infrastructure the most, generating the size of the roadway facilities and consequently cause the most money to be spent in capital on these facilities. A similar analysis can be used to determine the relative magnitude of the special benefits peculiar to the properties in the District. The units that cause the most cost to be spent, and use the infrastructure the most benefit the most from the roadway capital improvement program. Thus, a direct correlation exists between the units causing the most capital to be spent on the roadways and the units receiving the most benefits from the implementation of the capital improvement program

Phase 8 - Off-Site Improvements									
Parcel Type	Number of Units	Number of ERU's	Cost Allocation	Percent of Cost Allocation				Allocation by use & Enjoyment	
				Allocation	Use (1)	Enjoyment (2)	All (3)	Allocation by use & Enjoyment	Allocation by Unit
52'	89	1	\$ 111,702.44	38.18%	28.64%	9.55%	38.18%	\$ 111,702.44	\$ 1,255.08
57'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
76'	23	1	\$ 28,866.92	9.87%	7.40%	2.47%	9.87%	\$ 28,866.92	\$ 1,255.08
90'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	1	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	72	0.7	\$ 63,256.21	21.62%	16.22%	5.41%	21.62%	\$ 63,256.21	\$ 878.56
MF (Vercelli)	64	0.7	\$ 56,227.74	19.22%	14.41%	4.80%	19.22%	\$ 56,227.74	\$ 878.56
MF (Esplanade Large)	37	0.7	\$ 32,506.66	11.11%	8.33%	2.78%	11.11%	\$ 32,506.66	\$ 878.56
Golf Course & Amenity	0	0	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	285	8.1	\$ 292,559.97	100.00%	75.00%	25.00%	100.00%	\$ 292,559.97	

(1) Relative Magnitude

(2) Relative magnitude of Added Enjoyment

(3) Relative Magnitude of All Services

(4) The Hatcher Annexation Area represents 37 - lot's and is NOT included in this total for the purpose of this report as levied as MF (Esplanade Large) Units

The cost allocation methodology for project landscaping – off-site, environmental wetland mitigation along with professional & permit fees are all project costs that are due to the development of the District as a whole, in that if it were not for the entire development, specific land uses benefit equally from the entire development program. All properties within the District receive increased enjoyment from the off-site landscaping, environmental wetland mitigation and increased use of all services from the typical soft costs associated with development projects of this size and magnitude. As these miscellaneous services are not attributable to any specific land uses the apportionment of these services is reflective of the special benefits explained earlier in this report.

Phase 8 - Exterior Landscaping, Environmental Mitigation, Professional & Permitting Fees									
Parcel Type	Number of Units	Number of ERU's	Cost Allocation	Percent of Cost Allocation				Allocation by use & Enjoyment	
				Use (1)	Enjoyment (2)	All (3)	Use & Enjoyment	Allocation by Unit	
52'	89	1.00	\$ 1,138,209.93	38.57%	28.93%	9.64%	38.57%	\$ 1,138,209.93	\$ 12,788.88
57'	0	1.24	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
62'	0	1.19	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
76'	23	1.51	\$ 445,285.89	15.09%	11.32%	3.77%	15.09%	\$ 445,285.89	\$ 19,360.26
90'	0	1.79	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
100'	0	2.10	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Multi-family (Esplanade)	72	0.62	\$ 569,178.47	19.29%	14.47%	4.82%	19.29%	\$ 569,178.47	\$ 7,905.26
MF (Vercelli)	64	0.62	\$ 505,936.41	17.14%	12.86%	4.29%	17.14%	\$ 505,936.41	\$ 7,905.26
MF (Esplanade Large)	37	0.62	\$ 292,494.49	9.91%	7.43%	2.48%	9.91%	\$ 292,494.49	\$ 7,905.26
Golf Course & Amenity	0	0.00	\$ -	0.00%	0.00%	0.00%	0.00%	\$ -	\$ -
Total	285	10.69	\$ 2,951,105.20	100.00%	75.00%	25.00%	100.00%	\$ 2,951,105.20	

(1) Relative Magnitude

(2) Relative magnitude of Added Enjoyment

(3) Relative Magnitude of All Services

(4) The Hatcher Annexation Area represents 37 - lot's and is NOT included in this total for the purpose of this report as levied as MF (Esplanade Large) Units

The table on the following page shows the total apportioned costs after apportionment of the special benefit application.

Phase 8 - Total Apportioned Costs after apportionment of Special Benefit Application						
Parcel Type	Surface Water Management	Potable Water and Sanitary Sewer	Irrigation Water	Landscaping, Mitigation, Prof/Permitting Fees	Off-Site Improvements	Total
52'	\$ 1,600,084.82	\$ 975,197.58	\$ 231,414.71	\$ 1,138,209.93	\$ 111,702.44	\$ 4,056,609.49
57'	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62'	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
76'	\$ 1,042,032.77	\$ 360,347.20	\$ 40,760.75	\$ 445,285.89	\$ 28,866.92	\$ 1,917,293.53
90'	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100'	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Multi-family (Esplanade)	\$ 1,061,449.53	\$ 718,273.99	\$ 84,637.68	\$ 569,178.47	\$ 63,256.21	\$ 2,496,795.87
MF (Vercelli)	\$ 632,842.54	\$ 433,319.39	\$ 109,710.30	\$ 505,936.41	\$ 56,227.74	\$ 1,738,036.38
MF (Esplanade Large)	\$ 545,467.12	\$ 369,113.02	\$ 43,494.36	\$ 292,494.49	\$ 32,506.66	\$ 1,283,075.65
Golf Course & Amenity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 4,881,876.78	\$ 2,856,251.18	\$ 510,017.80	\$ 2,951,105.20	\$ 292,559.97	\$ 11,491,810.92

7.0 Overview of the Inventory Adjustment Determination

The assessment methodology is based on the development plan that is currently proposed by the Developer. As with all projects of this size and magnitude, as development occurs, there may be changes to various parts of the proposed project mix, the number of units, the types of units, etc. The inventory adjustment determination mechanism is intended to insure that all of the debt is levied only on developable properties, such that by the end of the development period there will be no remaining debt on any undevelopable property.

First, as property is taken from an undeveloped (raw land) state and readied for development, the property is platted or alternatively specific site plans are developed and processed through the County Property Appraiser, who assigns distinct parcel identification

numbers for land that is ready to be built upon. Or in the case of property where a condominium is being developed the land is platted as a large tract of land, and ultimately as the developer files the declaration of condominium, the County Property Appraiser assign distinct parcel identifications to each condominium unit that will be constructed on the property.

Since a plat can and may be changed during the development plan, there are times when a tract of land is re-platted for various reasons, including but not limited to, market conditions, sales to builders who desire to build different products on the properties, as such, in order to insure that properties benefit from the system wide improvements, all land, even if platted, is initially assessed as undeveloped tracts of land on an equal per acre basis. As such, until the developer finalizes the development plan for a track of land and advises the District, the equal per acre basis will be utilized.

When the events noted above occur, the District then allocates the appropriate portion of its debt to the newly established and distinct parcel identification numbers as finally will be developed. The inventory adjustment determination allows for the District to take the debt on these large tracts of land, and assign the correct allocation of debt to these newly created units. This mechanism is done to insure that the principal assessment for each type of property constructed never exceed the initially allocated assessment contained in this report.

This is done periodically as determined by the District Manager or their authorized representative, and is intended to insure that the remaining number of units to be constructed can be constructed on the remaining developable land. If at any time, the remaining units are insufficient to absorb the remaining development plan, the developer will be required to make a density reduction payment, such that the debt remaining after the density reduction payment does not exceed principal assessment for each type of property is exceeded in the initially allocated assessment contained in this report.

In order to insure that the amount of debt does not exceed the maximum per acre assessment, the District shall take the total acres in Phase 8, remove all platted acres from said calculation, and calculate the remaining debt for the unplatted acres and if the developer shall make any payments to the District to bring the unplatted acres remaining debt per acre to the maximum.

8.0 Allocation of Phase 7 Assessments and Phase 8 Assessment to the Phase 8 Assessment Area.

This section of the report takes the cost allocations identified in this report and spreads that cost over the Phase 8 Assessment Area (which includes both Phase 7 and Phase 8), taking into consideration the costs of issuing the Series 2018 Bonds, Capitalized Interest, Reserve Account Requirements and Cost of Issuance. It should be noted that that the developer, Taylor Morrison Esplanade has advised the District that it will construct assets within the Phase 8 Area and the District will insure that these constructed assets will be an obligation of the completion agreement with Taylor Morrison Esplanade, and such as such, the total infrastructure to be financed by the District is \$7,467,421.02 plus the costs of issuance, as shown in the chart below.

The following chart reflects the preliminary assessment levels for the Series 2018 Bonds.

From the determination of the Par Debt needed to finance the project, we can compute the outstanding per unit debt, and estimated annual debt service payments on the units. The below chart shows the allocation of debt.

Flow Way Community Development District
Assessment Levels
Series 2017 - Phase 8 Special Assessment Bonds

Parcel Type	Number of Units	Total Apportioned Costs	Completion Agreement Obligation of Developer (1)	NET Total Apportioned Costs after Obligation of Completion	Percent of Apportioned Costs	Series 2018 - Total par Debt by Product Type	Series 2018 Par Debt Per Unit	ESTIMATED Annual Debt Service	Collection Costs and Discounts	ESTIMATED Total Annual Payment Per Unit	Total Debt Service
52'	89	\$ 4,056,609.49	\$ 2,100,000.00	\$ 1,956,609.49	29.10%	\$ 2,270,115.01	\$ 25,506.91	\$ 1,732.34	\$ 121.26	\$ 1,853.61	\$ 154,178.62
57'	0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62'	0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
76'	23	\$ 1,917,293.53	\$ 550,000.00	\$ 1,367,293.53	20.34%	\$ 1,586,373.57	\$ 68,972.76	\$ 4,684.40	\$ 327.91	\$ 5,012.31	\$ 107,741.19
90'	0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100'	0	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Multi-family - Esplanade	72	\$ 2,496,795.87	\$ 1,000,000.00	\$ 1,496,795.87	22.26%	\$ 1,736,625.93	\$ 24,119.80	\$ 1,638.14	\$ 114.67	\$ 1,752.81	\$ 117,945.82
Multi-family - Vercelli	64	\$ 1,738,036.38	\$ 650,000.00	\$ 1,088,036.38	16.18%	\$ 1,262,371.33	\$ 19,724.55	\$ 1,339.63	\$ 93.77	\$ 1,433.40	\$ 85,736.04
Multi-family - Esplanade (Large)	37	\$ 1,283,075.65	\$ 469,000.00	\$ 814,075.65	12.11%	\$ 944,514.16	\$ 25,527.41	\$ 1,733.74	\$ 121.36	\$ 1,855.10	\$ 64,148.24
Total	285	\$ 11,491,810.92	\$ 4,769,000.00	\$ 6,722,810.92	100.00%	\$ 7,800,000.00					\$ 529,749.90
											Max Annual Debt Service \$529,749.90
											Rounding \$ -

(1) The completion agreement obligation is NOT a financial obligation - it is an obligation of the the Developer to ONLY complete the infrastructure, if any exists. If there is no further infrastructure to complete, the column only serves to reduce assessment levels to desired levels.

Phase 7 Units were assessed with the Phase 6 and 7 Assessment Proceeding, however the Phase 7 Units were not included with the the Series 2017 - Phase 6 Financing - the below chart adds the Phase 7 Units to this Financing.

Parcel Type	Number of Units	Total Apportioned Costs (2)	Completion Agreement Obligation of Developer (1)	NET Total Apportioned Costs after Obligation of Completion	Series 2018 - Total Par Debt By Product Type	Series 2018 Par Debt Per Unit	ESTIMATED Annual Debt Service	Collection Costs and Discounts	ESTIMATED Total Annual Payment Per Unit	Total Debt Service
Multi-family - Esplanade	36	\$ 1,079,610.10	\$ 335,000.00	\$ 744,610.10	\$ 870,000.00	\$ 24,166.67	\$ 1,641.32	\$ 114.89	\$ 1,756.21	\$ 59,087.50
										Max Annual Debt Service \$59,087.50
										Rounding \$ -

As noted earlier in this report, initially the debt is levied on the lands in the Phase 8 area on an equal acreage basis.

As a part of this financing, the Developer contemplates that it may annex approximately 10.01 acres of land into the District (i.e. the Hatcher Property) and will consist of 37 –52’ lots – however, the acquisition of the potential annexed land is not completed and there is no guarantee that this annexation will be accomplished. To the extent land is annexed, the District contemplates that approximately \$1 mm of Par will be allocated to the Annexed Area. Until such time the land is annexed, the \$1 million of Bonds that may be allocated to the Annexed Area, the Phase 8 Assessments will be levied on the entire Phase 8 lands which are anticipated to include 48 Vercelli Units and 8 Esplanade Units. If the Developer is successful in acquiring this land and the District annexes this land into its boundaries, the District will amend the boundaries of the special assessment area and remove the lien on Esplanade and Vercelli and assign the bonds to the 37 – the 52’ lots within the Annexed Area.

The below chart shows the affect of that change.

The Developer has advised the District that the Multi-Family (Large) anticipated units at some point in the future, may not be constructed which will require the Developer to pay down the debt associated with that property, or it may develop those units into a 52' product line, in an area that is contemplated to be annexed into the District.

Multi-family Esplanade (Large)	37
If developer annexes land - this will be assigned to 52' product	37
Total Revised Units:	37
Debt Assigned to Units MF - Esplanade (Large)	\$ 25,527.41
Debt Assigned to 52' SF Product	\$ 25,506.91
Amount of Paydown required per unit:	\$ 20.50
Total Paydown required	\$ 758.48

9.0 Source and Use of the Series 2018 Bonds Reflecting the Phase 8 Assessment Area

**Flow Way Community Development District
Source & Use of Funds
Series 2018 - Phase 7 and 8
Special Assessment Bonds**

PRELIMINARY SIZING			
	PHASE 8	PHASE 7 ADDITION	TOTAL
Par Debt Issued	\$ 7,800,000.00	\$ 870,000.00	\$ 8,670,000.00
Project Costs	\$ 6,722,810.92	\$ 744,610.10	\$ 7,467,421.02
Capitalized Interest	\$220,729.13	\$24,619.79	\$ 245,348.91
Debt Service Reserve	\$529,749.90	\$59,087.49	\$ 588,837.39
Cost of Issuance	\$ 320,681.70	\$ 35,518.30	\$ 356,200.00
Rounding Proceeds	\$ 6,028.35	\$ 6,164.32	\$ 12,192.67
Total:	\$ 7,800,000.00	\$ 870,000.00	\$ 8,670,000.00

10.0 Assessment Roll

Exhibit 1 provides the assessment roll for the Phase 8 Assessments. Debt Service assessments shall be paid in thirty (30) annual installments, excluding any capitalized interest period.

Flow Way Community Development District
EXHIBIT 1 - Assessment Roll - Series 2018 - Phase 8 Capital Improvement Program

Future Development Tract Number	Folio #	Phase 8 Acreage	Total Acreage	Property Owner	Assessment by Acre	Total Assessment by Folio	Planned Units by Folio Number								Total Units	
							52'	57'	62'	76'	90'	MF (Esplanade)	MF (Vercelli)	MF (Vercelli)		MF (LARGE)
Tract F1	31347500067	38.63	38.63	Taylor Morrison Esplanade Naples LLC 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232	\$ 201,915.61	\$ 8,670,000.00	89			23		72	64		37	285

Total Assessment - All Assessment Areas: \$ 8,670,000.00
Total Bonds - Series 2018 \$ 8,670,000.00

RESOLUTION NO. 2018-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON OCTOBER 23, 2018 AT 3:00 P.M. AT THE OFFICES OF COLEMAN, YOVANOVICH & KOESTER, P.A., 4001 TAMIAMI TRAIL NORTH, SUITE 300, NAPLES, FLORIDA 34103, 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; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors ("Board") of Flow Way Community Development District ("District") has previously adopted Resolution No. 2018-16, entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF FLOW WAY COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAID IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID 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; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Resolution No. 2018-16, a preliminary assessment roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, Florida Statutes to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the offices of the District Manager at JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

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

1. There is hereby declared a public hearing to be held on October 23, 2018 at 3:00 p.m., at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail North, Suite 300, Naples, Florida, 34103, for the purpose of hearing comment and objections to the proposed special assessment program for community improvements as identified in the preliminary assessment roll, a copy of which is on file at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 and the offices of the District Manager at JPWard & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334. Said preliminary assessment roll indicates the areas to be improved, description of the project to be assessed and the amount expected to be assessed to each benefited piece or parcel of property. Affected parties may appear at that hearing or submit their comments in writing prior to the meeting and submit same to the office of the District Manager at JPWard & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197 Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation published within Collier County (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give (30) thirty days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the offices of Coleman, Yovanovich & Koester, P.A., 4001 Tamiami Trail N., Suite 300, Naples, FL 34103 or the offices of the District Manager at JPWard & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 18th day of September, 2018.

**FLOW WAY COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

James P. Ward, Secretary

Adam Painter, Vice Chairman

Flow Way Community Development District

Financial Statements

August 31, 2018



Prepared by:

JPWARD AND ASSOCIATES LLC

2900 NE 12th TERRACE

Suite 1

OAKLAND PARK, FLORIDA 33334

Flow Way Community Development District

Table of Contents

	<i>Page</i>
<i>Balance Sheet—All Funds</i>	<i>1-2</i>
<i>Statement of Revenue, Expenditures and Changes in Fund Balance</i>	
<i>General Fund</i>	<i>3-4</i>
<i>Debt Service Fund</i>	
<i>Series 2013 Bonds</i>	<i>5</i>
<i>Series 2015 Bonds (Phase 3)</i>	<i>6</i>
<i>Series 2015 Bonds (Phase 4)</i>	<i>7</i>
<i>Series 2016 Bonds (Phase 5)</i>	<i>8</i>
<i>Series 2017 Bonds (Phase 6)</i>	<i>9</i>
<i>Capital Project Fund</i>	
<i>Series 2015 Bonds (Phase 4)</i>	<i>10</i>
<i>Series 2016 Bonds (Phase 5)</i>	<i>11</i>
<i>Series 2017 Bonds (Phase 6)</i>	<i>12</i>

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

**Flowway Community Development District
Balance Sheet
for the Period Ending August 31, 2018**

	Governmental Funds										Account Groups	Totals (Memorandum Only)
	General Fund	Debt Service Funds					Capital Project Fund			General Long Term Debt		
		Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)			
Assets												
Cash and Investments												
General Fund - Invested Cash	\$ 73,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,652
Debt Service Fund												
Interest Account	-	-	-	-	-	-	-	-	-	-	-	-
Sinking Account	-	-	-	-	-	-	-	-	-	-	-	-
Reserve Account	-	539,000	246,188	161,930	174,589	118,375	-	-	-	-	-	1,240,081
Revenue	-	380,555	196,974	145,137	235,443	2	-	-	-	-	-	958,110
Prepayment Account	-	-	0	-	-	-	-	-	-	-	-	0
Construction	-	-	-	-	-	-	2,547	13,766	8,788	-	-	25,101
Cost of Issuance	-	-	-	-	-	-	-	-	1	-	-	1
Due from Other Funds												
General Fund	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-
Market Valuation Adjustments												
Accrued Interest Receivable	-	-	-	-	-	-	-	-	-	-	-	-
Assessments Receivable/Deposits	100	-	-	-	-	-	-	-	-	-	-	100
Amount Available in Debt Service Funds	-	-	-	-	-	-	-	-	-	-	919,555	919,555
Amount to be Provided by Debt Service Funds	-	-	-	-	-	-	-	-	-	-	16,210,445	16,210,445
Investment in General Fixed Assets (net of depreciation)	-	-	-	-	-	-	-	-	-	-	-	-
Total Assets	\$ 73,752	\$ 919,555	\$ 443,162	\$ 307,066	\$ 410,032	\$ 118,377	\$ 2,547	\$ 13,766	\$ 8,789	\$ 17,130,000	\$ 19,427,046	

**Flowway Community Development District
Balance Sheet
for the Period Ending August 31, 2018**

	Governmental Funds										Account Groups	Totals (Memorandum Only)
	Debt Service Funds					Capital Project Fund						
	General Fund	Series 2013	Series 2015 (Phase 3)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	Series 2015 (Phase 4)	Series 2016 (Phase 5)	Series 2017 (Phase 6)	General Long Term Debt		
Liabilities												
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds												
General Fund	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-
Capital Projects Fund(s)	-	-	-	-	-	-	-	-	-	-	-	-
Bonds Payable												
Current Portion	-	-	-	-	-	-	-	-	-	-	-	-
Long Term	-	-	-	-	-	-	-	-	-	17,130,000	17,130,000	17,130,000
Unamortized Prem/Disc on Bds Pybl	-	-	-	-	-	176,123	-	-	-	-	-	176,123
Total Liabilities	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 176,123</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 17,130,000</u>	<u>\$ 17,306,123</u>
Fund Equity and Other Credits												
Investment in General Fixed Assets	-	-	-	-	-	-	-	-	-	-	-	-
Fund Balance												
Restricted												
Beginning: October 1, 2017 (Audited)	-	922,181	452,036	308,649	302,765	-	2,212	13,384	-	-	-	2,001,227
Results from Current Operations	-	-	-	-	-	-	-	-	-	-	-	-
Unassigned												
Beginning: October 1, 2017 (Audited)	29,393	-	-	-	-	-	-	-	-	-	-	29,393
Results from Current Operations	44,360	(2,626)	(8,874)	\$ (1,583)	\$ 107,267	\$ (57,746)	335	383	8,789	-	-	90,304
Total Fund Equity and Other Credits	<u>\$ 73,752</u>	<u>\$ 919,555</u>	<u>\$ 443,162</u>	<u>\$ 307,066</u>	<u>\$ 410,032</u>	<u>\$ (57,746)</u>	<u>\$ 2,547</u>	<u>\$ 13,766</u>	<u>\$ 8,789</u>	<u>\$ -</u>	<u>\$ 2,120,924</u>	
Total Liabilities, Fund Equity and Other Credits	<u>\$ 73,752</u>	<u>\$ 919,555</u>	<u>\$ 443,162</u>	<u>\$ 307,066</u>	<u>\$ 410,032</u>	<u>\$ 118,377</u>	<u>\$ 2,547</u>	<u>\$ 13,766</u>	<u>\$ 8,789</u>	<u>\$ 17,130,000</u>	<u>\$ 19,427,046</u>	

Flowway Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2018

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	-
Interest														
Interest - General Checking	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessment Revenue														
Special Assessments - On-Roll	-	74,874	49,341	59,063	1,522	2,384	675	-	-	156	2	188,017	189,710	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contributions Private Sources														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ -	\$ 74,874	\$ 49,341	\$ 59,063	\$ 1,522	\$ 2,384	\$ 675	\$ -	\$ -	\$ 156	\$ 2	188,017	\$ 189,710	99%
Expenditures and Other Uses														
Executive														
Professional Management	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	36,667	40,000	92%
Financial and Administrative														
Audit Services	-	-	-	-	-	-	-	-	-	-	-	-	4,400	0%
Accounting Services	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	11,000	24,000	46%
Assessment Roll Services	667	667	667	667	667	667	667	667	667	667	667	7,333	24,000	31%
Arbitrage Rebate Services	-	500	-	-	-	1,500	-	500	-	-	-	2,500	2,000	125%
Other Contractual Services														
Recording and Transcription	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal Advertising	932	-	3,755	-	-	-	-	1,167	-	1,145	1,890	8,889	7,500	119%
Trustee Services	-	-	-	-	4,327	3,450	-	8,654	-	-	-	16,430.64	17,135	96%
Dissemination Agent Services	667	667	7,167	667	667	667	667	667	667	667	667	13,833	20,000	69%
Property Appraiser Fees	-	-	19,224	-	-	-	-	-	-	-	-	19,224	15,100	127%
Bank Services	21	21	112	-	27	26	24	26	12	13	17	300	300	100%
Travel and Per Diem														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Communications & Freight Services														
Postage, Freight & Messenger	34	72	35	152	-	-	-	44	-	2,130	36	2,502	500	500%
Rentals & Leases														
Meeting Room Rental	-	-	-	-	-	-	-	335	-	-	-	335	-	N/A
Computer Services - Website Development														
	-	-	-	-	-	1,050	-	950	-	100	700	2,800	750	373%
Insurance														
	6,042	-	-	-	-	-	-	-	-	-	-	6,042	6,100	99%
Printing & Binding														
	-	147	-	196	-	-	-	-	220	-	-	562	750	75%
Office Supplies														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Subscription & Memberships														
	-	175	-	-	-	-	-	-	-	-	-	175	175	100%

Flowway Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2018

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Legal Services														
Legal - General Counsel	-	-	3,020	-	-	260	81	601	-	2,588	-	6,550	20,000	33%
Legal - Series 2013 Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal - Series 2015(Phase 3)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal - Series 2015(Phase 4)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal - Series 2016(Phase 5)	-	-	195	-	-	-	-	-	-	-	-	195	-	N/A
Legal - Series 2017(Phase 6)	-	-	-	-	-	630	248	-	-	5,434	-	6,312	-	N/A
Other General Government Services														
Engineering Services - General Fund	-	-	-	-	2,008	-	-	-	-	-	-	2,007.50	1,000	201%
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Capital Outlay	-	-	-	-	-	-	-	-	-	-	-	-	1,000	N/A
Intragovernmental Transfer Out														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Sub-Total:	12,696	6,582	38,508	6,015	12,028	12,583	6,020	17,943	5,898	17,075	8,310	143,657	189,710	76%
Total Expenditures and Other Uses:	\$ 12,696	\$ 6,582	\$ 38,508	\$ 6,015	\$ 12,028	\$ 12,583	\$ 6,020	\$ 17,943	\$ 5,898	\$ 17,075	\$ 8,310	\$ 143,657	\$ 189,710	76%
Net Increase/ (Decrease) in Fund Balance	(12,696)	68,293	10,833	53,048	(10,506)	(10,199)	(5,344)	(17,943)	(5,898)	(16,919)	(8,308)	44,360	-	-
Fund Balance - Beginning	29,393	16,697	84,989	95,822	148,870	138,364	128,165	122,821	104,878	98,980	82,060	29,393	-	-
Fund Balance - Ending	\$ 16,697	\$ 84,989	\$ 95,822	\$ 148,870	\$ 138,364	\$ 128,165	\$ 122,821	\$ 104,878	\$ 98,980	\$ 82,060	\$ 73,752	73,752	\$ -	-

Flowway Community Development District
Debt Service Fund - Series 2013
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2018

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	-	-	-	-	-	-	-	-	-	-	-	8	0%
Reserve Account	89	92	89	92	92	83	92	110	114	111	137	1,098	40	2745%
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	63	65	11	35	71	86	100	120	81	78	96	806	-	N/A
Special Assessment Revenue														
Special Assessments - On-Roll	-	209,968	138,366	165,628	4,268	6,685	1,894	-	-	436	-	527,245	531,727	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfer In														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 152	\$ 210,124	\$ 138,466	\$ 165,755	\$ 4,430	\$ 6,854	\$ 2,085	\$ 230	\$ 195	\$ 625	\$ 233	529,149	\$ 531,775	N/A
Expenditures and Other Uses														
Debt Service														
Principal Debt Service - Mandatory														
Series 2013 Bonds	\$ -	\$ 95,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	95,000	\$ 95,000	100%
Principal Debt Service - Early Redemptions														
Series 2013 Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense														
Series 2013 Bonds	-	219,813	-	-	-	-	-	216,963	-	-	-	436,775	436,775	100%
Operating Transfers Out (To Other Funds)														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 314,813	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216,963	\$ -	\$ -	\$ -	531,775	\$ 531,775	N/A
Net Increase/ (Decrease) in Fund Balance	152	(104,688)	138,466	165,755	4,430	6,854	2,085	(216,732)	195	625	233	(2,626)	-	
Fund Balance - Beginning	922,181	922,333	817,645	956,110	1,121,865	1,126,295	1,133,149	1,135,234	918,502	918,697	919,322	922,181		
Fund Balance - Ending	\$ 922,333	\$ 817,645	\$ 956,110	\$ 1,121,865	\$ 1,126,295	\$ 1,133,149	\$ 1,135,234	\$ 918,502	\$ 918,697	\$ 919,322	\$ 919,555	919,555	\$ -	

Flowway Community Development District
Debt Service Fund - Series 2015 (Phase 3)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2018

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Reserve Account	43	45	43	45	45	41	45	54	52	51	62	527	-	N/A
Prepayment Account	0	0	0	0	0	0	0	0	-	-	-	1	-	N/A
Revenue Account	31	32	5	17	34	41	48	58	42	40	50	397	-	N/A
Special Assessment Revenue														
Special Assessments - On-Roll	-	101,899	67,682	81,017	2,088	3,270	926	-	-	213	-	257,095	260,063	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayment	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfers In														
Intragovernmental Transfers In	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Proceeds														
Debt Proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue and Other Sources:	\$ 74	\$ 101,975	\$ 67,730	\$ 81,078	\$ 2,167	\$ 3,352	\$ 1,019	\$ 112	\$ 94	\$ 304	\$ 112	258,019	\$ 260,063	N/A
Expenditures and Other Uses														
Debt Service														
Principal Debt Service - Mandatory														
Series 2015 Bonds (Phase 3)	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	65,000	\$ 65,000	100%
Principal Debt Service - Early Redemptions														
Series 2015 Bonds (Phase 3)	-	-	-	-	-	-	-	20,000	-	-	-	20,000	-	N/A
Interest Expense														
Series 2015 Bonds (Phase 3)	-	91,638	-	-	-	-	-	90,256	-	-	-	181,894	195,063	93%
Operating Transfers Out (To Other Funds)														
Operating Transfers Out (To Other Funds)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ 156,638	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,256	\$ -	\$ -	\$ -	266,894	\$ 260,063	N/A
Net Increase/ (Decrease) in Fund Balance	74	(54,662)	67,730	81,078	2,167	3,352	1,019	(110,144)	94	304	112	(8,874)	0	
Fund Balance - Beginning	452,036	452,111	397,449	465,179	546,257	548,424	551,776	552,795	442,651	442,745	443,050	452,036	-	
Fund Balance - Ending	\$ 452,111	\$ 397,449	\$ 465,179	\$ 546,257	\$ 548,424	\$ 551,776	\$ 552,795	\$ 442,651	\$ 442,745	\$ 443,050	\$ 443,162	443,162	\$ 0	

Flowway Community Development District
Debt Service Fund - Series 2015 (Phase 4)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2018

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Reserve Account	27	28	27	28	28	25	28	33	34	33	41	330	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	24	25	2	12	26	32	38	46	31	30	37	302	-	N/A
Special Assessment Revenue														
Special Assessments - On-Roll	-	84,295	55,549	66,494	1,713	2,684	760	-	-	175	-	211,671	213,556	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Debt Proceeds														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 51	\$ 84,347	\$ 55,578	\$ 66,533	\$ 1,767	\$ 2,741	\$ 826	\$ 79	\$ 65	\$ 238	\$ 78	212,303	\$ 213,556	N/A
Expenditures and Other Uses														
Debt Service														
Principal Debt Service - Mandatory														
Series 2015 Bonds (Phase 4)	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	50,000	\$ 50,000	100%
Principal Debt Service - Early Redemptions														
Series 2015 Bonds (Phase 4)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense														
Series 2015 Bonds (Phase 4)	-	82,278	-	-	-	-	-	81,278	-	-	-	163,556	163,556	100%
Operating Transfers Out (To Other Funds)	27	28	27	28	28	25	28	33	34	33	41	330	-	N/A
Total Expenditures and Other Uses:	\$ 27	\$ 132,306	\$ 27	\$ 28	\$ 28	\$ 25	\$ 28	\$ 81,311	\$ 34	\$ 33	\$ 41	213,886	\$ 213,556	N/A
Net Increase/ (Decrease) in Fund Balance	24	(47,958)	55,552	66,506	1,740	2,716	798	(81,233)	31	205	37	(1,583)	(0)	
Fund Balance - Beginning	308,649	308,673	260,715	316,267	382,772	384,512	387,228	388,026	306,794	306,825	307,029	308,649		
Fund Balance - Ending	\$ 308,673	\$ 260,715	\$ 316,267	\$ 382,772	\$ 384,512	\$ 387,228	\$ 388,026	\$ 306,794	\$ 306,825	\$ 307,029	\$ 307,066	307,066	\$ (0)	

Flowway Community Development District
Debt Service Fund - Series 2016 (Phase 5)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2018

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	-	1	-	-	-	-	-	-	-	-	1	-	N/A
Sinking Account	-	-	1	-	-	-	-	-	-	-	-	1	-	N/A
Reserve Account	29	30	28	30	30	27	30	36	37	36	44	355	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	-	4	0	16	40	52	60	73	50	48	60	402	-	N/A
Special Assessment Revenue														
Special Assessments - On-Roll	-	143,899	94,827	113,511	2,925	4,582	1,298	-	-	299	-	361,341	364,478	99%
Special Assessments - Off-Roll	110,000	-	-	-	-	-	-	-	-	-	-	110,000	-	N/A
Debt Proceeds														
Operating Transfers In (To Other Funds)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ 110,029	\$ 143,932	\$ 94,857	\$ 113,557	\$ 2,995	\$ 4,660	\$ 1,388	\$ 108	\$ 87	\$ 383	\$ 104	472,099	\$ 364,478	N/A
Expenditures and Other Uses														
Debt Service														
Principal Debt Service - Mandatory														
Series 2016 Bonds (Phase 5)	\$ -	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	110,000	\$ 110,000	100%
Principal Debt Service - Early Redemptions														
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense														
Series 2016 Bonds (Phase 5)	-	128,174	-	-	-	-	-	126,304	-	-	-	254,478	254,478	100%
Operating Transfers Out (To Other Funds)	29	30	28	30	30	27	30	36	37	36	44	355	-	N/A
Total Expenditures and Other Uses:	\$ 29	\$ 238,203	\$ 28	\$ 30	\$ 30	\$ 27	\$ 30	\$ 126,339	\$ 37	\$ 36	\$ 44	364,833	\$ 364,478	N/A
Net Increase/(Decrease) in Fund Balance	110,000	(94,272)	94,829	113,527	2,965	4,633	1,358	(126,231)	50	347	60	107,267	-	
Fund Balance - Beginning	302,765	412,765	318,493	413,322	526,849	529,814	534,448	535,806	409,575	409,625	409,972	302,765		
Fund Balance - Ending	\$ 412,765	\$ 318,493	\$ 413,322	\$ 526,849	\$ 529,814	\$ 534,448	\$ 535,806	\$ 409,575	\$ 409,625	\$ 409,972	\$ 410,032	410,032	\$ -	

Flowway Community Development District
Debt Service Fund - Series 2017 (Phase 6)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2018

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	N/A
Interest Income														
Interest Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Sinking Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Reserve Account	-	-	-	18	20	18	20	24	25	24	30	180	-	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Revenue Account	-	-	-	-	-	-	-	2	-	-	-	2	-	N/A
Special Assessment Revenue														
Special Assessments - On-Roll	-	-	-	-	-	-	-	-	-	-	-	-	364,478	0%
Special Assessments - Off-Roll	-	-	-	-	-	-	70,070	-	-	-	-	70,070	-	N/A
Debt Proceeds														
	-	-	15,552	-	-	-	-	-	-	-	-	15,552	-	N/A
Operating Transfers In (To Other Funds)														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Total Revenue and Other Sources:	\$ -	\$ -	\$ 15,552	\$ 18	\$ 20	\$ 18	\$ 70,090	\$ 26	\$ 25	\$ 24	\$ 30	85,803	\$ 364,478	N/A
Expenditures and Other Uses														
Debt Service														
Principal Debt Service - Mandatory														
Series 2016 Bonds (Phase 5)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ 110,000	0%
Principal Debt Service - Early Redemptions														
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense														
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	70,070	-	-	-	70,070	254,478	28%
Debt Service-Other Costs														
	-	-	73,300	-	-	-	-	-	-	-	-	73,300	-	N/A
Operating Transfers Out (To Other Funds)														
	-	-	-	-	-	-	-	-	125	24	30	180	-	N/A
Total Expenditures and Other Uses:	\$ -	\$ -	\$ 73,300	\$ -	\$ -	\$ -	\$ -	\$ 70,070	\$ 125	\$ 24	\$ 30	143,549	\$ 364,478	N/A
Net Increase/ (Decrease) in Fund Balance	-	-	(57,748)	18	20	18	70,090	(70,044)	(100)	-	-	(57,746)	-	
Fund Balance - Beginning	-	-	-	(57,748)	(57,730)	(57,710)	(57,692)	12,398	(57,646)	(57,746)	(57,746)	-	-	
Fund Balance - Ending	\$ -	\$ -	\$ (57,748)	\$ (57,730)	\$ (57,710)	\$ (57,692)	\$ 12,398	\$ (57,646)	\$ (57,746)	\$ (57,746)	\$ (57,746)	(57,746)	\$ -	

Flowway Community Development District
Capital Project Fund - Series 2015 (Phase 4)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2018

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget
Revenue and Other Sources													
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -
Interest Income													
Construction Account	0	0	0	0	0	0	0	0	1	1	1	\$ 5	-
Cost of Issuance	-	-	-	-	-	-	-	-	-	-	-	\$ -	-
Debt Proceeds													
Operating Transfers In (From Other Funds)	27	28	27	28	28	25	28	33	34	33	41	\$ 330	-
Total Revenue and Other Sources:	\$ 27	\$ 28	\$ 27	\$ 28	\$ 28	\$ 25	\$ 28	\$ 34	\$ 35	\$ 34	\$ 42	\$ 335	\$ -
Expenditures and Other Uses													
Executive													
Professional Management	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -
Other Contractual Services													
Trustee Services	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -
Printing & Binding													
Printing & Binding	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -
Legal Services													
Legal - Series 2015 Bonds (Phase 4)	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	-
Other General Government Services													
Engineering Services - Capital Projects Fund	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -
Capital Outlay													
Construction in Progress													
Cost of Issuance													
Series 201 Bonds (Phase 3)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Underwriter's Discount													
Underwriter's Discount	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	-
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures and Other Uses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Increase/ (Decrease) in Fund Balance	27	28	\$ 27	\$ 28	\$ 28	\$ 25	\$ 28	\$ 34	\$ 35	\$ 34	\$ 42	\$ 335	-
Fund Balance - Beginning	2,212	2,239	\$ 2,267	\$ 2,294	\$ 2,322	\$ 2,350	\$ 2,375	\$ 2,403	\$ 2,437	\$ 2,471	\$ 2,505	2,212	-
Fund Balance - Ending	\$ 2,239	\$ 2,267	\$ 2,294	\$ 2,322	\$ 2,350	\$ 2,375	\$ 2,403	\$ 2,437	\$ 2,471	\$ 2,505	\$ 2,547	\$ 2,547	\$ -

Flowway Community Development District
Capital Project Fund - Series 2016 (Phase 5)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2018

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget
Revenue and Other Sources													
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income													
Construction Account	0	0	2	2	2	3	2	3	3	3	3	23	-
Cost of Issuance	2	2	-	-	-	-	-	-	-	-	-	4	-
Debt Proceeds													
Operating Transfers In (From Other Funds)	29	30	28	30	30	27	30	36	37	36	44	355	-
Total Revenue and Other Sources:	\$ 31	\$ 32	\$ 30	\$ 32	\$ 32	\$ 30	\$ 32	\$ 38	\$ 40	\$ 39	\$ 48	\$ 383	\$ -
Expenditures and Other Uses													
Executive													
Professional Management	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -
Other Contractual Services													
Trustee Services	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -
Printing & Binding													
Printing & Binding	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -
Legal Services													
Legal - Series 2016 Bonds (Phase 5)	-	-	\$ -	-	-	-	-	-	-	-	-	\$ -	\$ -
Other General Government Services													
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	31	32	\$ 30	\$ 32	\$ 32	\$ 30	\$ 32	\$ 38	\$ 40	\$ 39	\$ 48	\$ 383	-
Fund Balance - Beginning	13,384	13,415	\$ 13,447	\$ 13,476	\$ 13,508	\$ 13,540	\$ 13,570	\$ 13,602	\$ 13,640	\$ 13,680	\$ 13,719	13,384	-
Fund Balance - Ending	\$ 13,415	\$ 13,447	\$ 13,476	\$ 13,508	\$ 13,540	\$ 13,570	\$ 13,602	\$ 13,640	\$ 13,680	\$ 13,719	\$ 13,767	\$ 13,767	\$ -

Flowway Community Development District
Capital Project Fund - Series 2017 (Phase 6)
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2018

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget
Revenue and Other Sources													
Carryforward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Income													
Construction Account	-	-	-	512	531	0	0	0	0	1	2	1,047	-
Cost of Issuance	-	-	-	1	1	1	1	2	2	1	-	9	-
Debt Proceeds	-	-	3,649,448	-	-	-	-	-	-	-	-	3,649,448	-
Operating Transfers In (From Other Funds)	-	-	-	-	-	-	-	-	125	24	30	180	-
Total Revenue and Other Sources:	\$ -	\$ -	\$ 3,649,448	\$ 513	\$ 532	\$ 1	\$ 1	\$ 2	\$ 127	\$ 26	\$ 32	\$ 3,650,683	\$ -
Expenditures and Other Uses													
Executive													
Professional Management	-	-	35,000	-	-	-	-	-	-	-	-	35,000	-
Other Contractual Services													
Trustee Services	-	-	10,600	-	-	-	-	-	-	-	-	10,600	-
Printing & Binding	-	-	1,250	-	-	-	-	-	-	-	-	1,250	-
Legal Services													
Legal - Series 2016 Bonds (Phase 5)	-	-	75,600	-	-	-	-	-	-	-	-	75,600	-
Other General Government Services													
Stormwater Mgmt-Construction	-	-	20,846	3,460,598	-	-	-	-	-	-	-	3,481,444	-
Capital Outlay													
Construction in Progress	-	-	-	-	-	-	-	-	-	-	-	-	-
Cost of Issuance													
Series 2016 Bonds (Phase 5)	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Underwriter's Discount	-	-	38,000	-	-	-	-	-	-	-	-	38,000	-
Operating Transfers Out (To Other Funds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures and Other Uses:	\$ -	\$ -	\$ 181,296	\$ 3,460,598	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,641,894	\$ -
Net Increase/ (Decrease) in Fund Balance	-	-	\$ 3,468,152	\$ (3,460,085)	\$ 532	\$ 1	\$ 1	\$ 2	\$ 127	\$ 26	\$ 32	\$ 8,789	-
Fund Balance - Beginning	-	-	\$ -	\$ 3,468,152	\$ 8,067	\$ 8,599	\$ 8,601	\$ 8,602	\$ 8,604	\$ 8,731	\$ 8,757	-	-
Fund Balance - Ending	\$ -	\$ -	\$ 3,468,152	\$ 8,067	\$ 8,599	\$ 8,601	\$ 8,602	\$ 8,604	\$ 8,731	\$ 8,757	\$ 8,789	\$ 8,789	\$ -