

Greeneway Improvement District

12051 Corporate Boulevard Orlando, FL 32817; 407-723-5900

www.greenewayid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greenway Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, November 10, 2020 at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

Please use the following information to join via computer or the conference line:

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. Consideration of the Minutes of the October 20, 2020 Board of Supervisors' Meeting

Business Matters

- 2. Consideration of Egis Insurance & Risk Advisors Proposal (*Decorative Monuments*)
- 3. Consideration of Resolution 2021-01, Adopting an Amended Budget for FY 2020
- 4. Consideration of FY 2020 Audit Engagement Letter
- 5. Consideration of Matters Pertaining to Request for Boundary Contraction
 - a) Presentation of Boundary Contraction Map
 - b) Discussion Regarding Proposed Contraction
 - c) Consideration of Boundary Amendment Funding Agreement
 - d) Consideration of Resolution 2021-02 – Authorizing and Approving Boundary Contraction
- 6. Ratification of Requisition Nos. 2018-101 & 2018-102 Approved in October 2020 in an amount totaling \$4,438.00
- 7. Ratification of Operation and Maintenance Expenditures Paid in October 2020 in an amount totaling \$62,717.93
- 8. Recommendation of Work Authorizations/Proposed Services (*if applicable*)
- 9. Review of District's Financial Position and Budget to Actual YTD

Other Business

- A. Staff Reports
 - 1. District Counsel
 - 2. District Manager
 - 3. District Engineer
 - 4. Construction Supervisor
- B. Supervisor Requests

Adjournment



GREENEWAY IMPROVEMENT DISTRICT

**Minutes of the October 20, 2020
Board of Supervisors' Meeting**

GREENWAY IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Greenway Improvement District was called to order on Tuesday, October 20, 2020, at 3:00 p.m. via telephonic conferencing due to the COVID-19 Executive Order 20-246.

Present via phone:

Richard Levey	Chairperson
Amanda Kost	Assistant Secretary
Karen Duerr	Assistant Secretary

Also, attending via phone:

Lynne Mullins	PFM
Jennifer Walden	PFM
Kevin Plenzler	PFM
Tucker Mackie	Hopping Green & Sams
Deb Sier	Hopping Green & Sams
Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor & Construction Committee Member
Dan Byrnes	Tavistock
Ralph Ireland	Tavistock

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey noted for the record there were no members of the public wished to speak.

THIRD ORDER OF BUSINESS

Discussion Regarding Executive Order 20-246

Ms. Walden stated the Executive Order is included in the packet which states the District is able to hold their meetings via telephonic conferencing due to the COVID-19 situation. Also included is a proof of the ad that notes the Executive Order as well as the telephonic conferencing information so the public can join.

Ms. Mackie noted this is likely to be the last extension of the Executive Order that allows this Board to meet virtually and staff will work to give advance notice to all of the Board Members as to the location of the next meeting for November. A discussion took place about providing the public with an option to attend virtually. The Board directed staff to continue offering a zoom option for public participation. The alternate location for in person meeting will likely be held at the Courtyard Orlando Lake Nona which is next to Tavistock's Offices.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the September 21, 2020 Board of Supervisors' Meeting

Board Members reviewed the minutes from the September 21, 2020 Board of Supervisors' Meeting.

On Motion by Ms. Duerr, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Minutes of the September 21, 2020 Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

Matters Pertaining to Local Alternative Mobility Network ("LAMN")

- a) Presentation Regarding LAMN**
- b) Presentation of Preliminary Operation and Maintenance Assessment Methodology Report**
- c) Interlocal Agreement Among the District, the Boggy Creek Improvement District, the Greenway Improvement District, the Myrtle Creek Improvement District and the Poitras East Community Development District Regarding Maintenance of the Greenlink Improvements within the Local Alternative Mobility Network Improvements**
- d) Consideration of Second Amended and Restated Engineer's Report for Capital Improvements for Infrastructure**

Mr. Byrnes and Mr. Ireland presented on the Local Alternative Mobility Network (Minutes Exhibit A). Mr. Ireland stated Lake Nona is the beneficiary of a \$20,000,000.00 Federal Grant that was awarded and would help support at Local Alternative Mobility Network to benefit all Lake Nona. He conducted a presentation regarding LAMN. Ms. Kost asked about annual O&M expenses. Mr. Byrnes asked the PFM Team to field this question.

Mr. Plenzler stated the budget as currently estimated at build out is approximately \$1,378,000.00 and presented the Preliminary Operation and Maintenance Assessment Methodology Report. Ms. Kost had questions regarding the assessments which Mr. Plenzler explained. A discussion took place regarding the

cost vs. the benefit. Dr. Levey asked Mr. Byrnes and Mr. Ireland to send the presentation to Ms. Walden or Ms. Mullins so they have it for the District record.

Ms. Mackie suggested approval of the Preliminary Local Alternative Mobility Network Operation and Maintenance Assessment Methodology Report as it is the basis of the Interlocal Agreement in which she will review for the Board next. Dr. Levey requested a motion to approve the Preliminary Local Alternative Mobility Network Operation and Maintenance Assessment Methodology Report.

On Motion by Ms. Duerr, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Preliminary Local Alternative Mobility Network Operation and Maintenance Assessment Methodology Report.

Ms. Mackie presented the Interlocal Agreement (Minutes Exhibit B) among the District, the Boggy Creek Improvement District, the Myrtle Creek Improvement District, and the Poitras East Community Development District regarding maintenance of certain Local Alternative Mobility Network Improvements. It identifies Boggy Creek ID as the operating entity for purposes of the maintenance of the Greenlink Improvements. It will be sharing in the cost of the Greenlink maintenance and how the District is going to allocate those costs on an annual basis to each one of the Districts based upon the percentages included within the Preliminary Local Alternative Mobility Network Operation and Maintenance Assessment Methodology Report. Ms. Mackie went through the Interlocal Agreement in detail. The costs outlined in Section 2.3 are then going to be allocated to each District based upon the percentage allocation of cost in the Final Adopted Methodology Report. Those percentages that were outlined in Table 9 of the Methodology Report will be inserted into Section 2.3 prior to execution. Upon such time as the District is including Greenlink expenditures in its annual Budget, Boggy Creek ID is going to provide those budgets for Myrtle., Greenway and Poitras East for their review at the time in which the Districts typically adopt their Preliminary Budget. They will show the percentage allocation of the total budget to each one of those Districts in preliminary form such that each could comment to Boggy Creek on the costs and whether or not they had any questions or comments regarding the same. Once the budgets are formally adopted, there is an option to provide a lump sum payment but what has been more practical is on a month to month basis each District reimburses Boggy for its monthly allocative share of the Greenlink expenditures. It provides for how the Districts will coordinate in the event there are unbudgeted expenditures. Section 2.7 provides for the inspection of records and any payment disputes that may arise between the District's and how they will be handled. She recommended the Interlocal Agreement be approved by the Board today because the Boards want to have some assurance that this will be the way in which Greenlink expenditures will be allocated at such time as they are incorporated in an annual budget as adopted.

Ms. Kost asked Dr. Levey asked his experience with approving something at this stage and at what point does he recommend the Board start the efforts to educate the public on the benefit of the Greenlink. Dr. Levey stated he was not sure why this had to be in place so far in advance. Mr. Byrnes responded the Federal Grant dictates that the District must prove they have O&M in place. Dr. Levey stated the education process should start with creating excitement around the initial construction and coordinate with the Developer on an education program with residents to explain the benefit of the project and an education program about how it will be funded. Dr. Levey requested a motion to approve Interlocal Agreement Among the District and the Poitras East Community Development District Regarding maintenance of Certain Local Alternative Mobility Network Improvements.

On Motion by Ms. Kost, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Interlocal Agreement Among the District, the Boggy Creek Improvement District, the Greenway Improvement District, the Myrtle Creek Improvement District and the Poitras East Community Development District Regarding Maintenance of the Greenlink Improvements with the Local Alternative Mobility Network Improvements.

Mr. Newton presented the Second Amended and Restated Engineer's Report for Capital Improvements for Infrastructure. The only changes are updates to the last two pages which are maps. There used to be a three-map series but since so much work has been completed it has been narrowed to a two-map series. One shows the improvements completed by the District to date and the second exhibit shows the planned improvements by the District and the most significant addition was showing the multi-modal linear park which is Greenlink and the multi-modal bridge crossing Lake Nona Boulevard. The Capital Improvement Budget was not changed but to the extent there are excess funds in the Bond Issue then the District has the ability to use that on some of these improvements. It does not affect any of the Capital Assessments that are going to any residents it just fully utilizes the funding that has been requested. Dr. Levey requested a motion to approve the Second Amended and Restated Engineer's Report for Capital Improvements for Infrastructure.

On Motion by Ms. Duerr, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Second Amended and Restated Engineer's Report for Capital Improvements for Infrastructure.

SIXTH ORDER OF BUSINESS

Matters Pertaining to District Construction

a) Authorization to Bid for Centerline Drive Phase 2 (aka Segment F)

Mr. Newton stated the Construction Committee is nearing the end of the permitting process for Centerline Drive Phase 2, also known as Segment F. The Construction Committee is asking permission from the Board to advertise that to the preapproved list of qualified bidders.

On Motion by Ms. Kost, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District authorized to bid Centerline Drive Phase 2.

SEVENTH ORDER OF BUSINESS

Discussion Regarding November Workshop

Ms. Walden explained the District has the November General Election approaching which will have some new residents serving on the Board. District staff requested to hold a workshop for those individuals to bring them up to speed on the District and their role on the Board. She requested Board approval to authorize District staff to establish a workshop after the election for a date and time that works for the majority of the Board to go over the basic District governing information.

On Motion by Ms. Kost, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District authorized District Staff to establish a November Workshop.

EIGHTH ORDER OF BUSINESS

**Consideration of FY 2020
Audit Engagement Letter -
Tabled**

Mrs. Walden requested to table this item.

NINTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 2018-97 – 2018-100
Approved in September 2020
in an amount totaling
\$6,776.02**

Dr. Levey noted that these have been approved and paid and just need to be ratified by the Board.

On Motion by Ms. Duerr, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 2018-97 – 2018-100 Approved in September 2020 in an amount totaling \$6,776.02.

TENTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures
Paid in September 2020 in an
amount totaling \$132,373.41**

Dr. Levey noted these have been approved and paid and just need to be ratified by the Board.

On Motion by Ms. Kost, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Operation & Maintenance Expenditures paid in September 2020 in an amount totaling \$132,373.41.

ELEVENTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kauffman presented a proposal from Donald W. McIntosh Associates in the amount of \$1,250.00 for assistance in modifying the Conservation Network. It is a Developer Funded Project.

Mr. Kauffman presented a proposal from Donald W. McIntosh Associates in the amount of \$86,780.00 for a redesign of the portions of Centerline Drive.

Mr. Kauffman presented a proposal from Donald W. McIntosh Associates in the amount of \$101,650.00 to do redesign roadway sections south of Centerline Drive Segments ABCD. A lengthy discussion took place. Ms. Duerr asked about cost to residents. Mr. Kauffman explained it is paid out of the Capital Improvement program and does not change the Capital Assessments to the residents and contingencies are included in the Capital Improvement Program when they estimate how much improvements will cost.

On Motion by Ms. Kost, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District approved all three Work Authorizations/Proposed Services as presented.

TWELFTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD

Board Members reviewed the Statement of Financial Position and Budget to Actual through the end of September. Ms. Walden noted that the District has spent a total of \$820,500.00 vs. an overall budget of \$921,000.00. No action is required by the Board. The District has up to 60 days past the end of the Fiscal Year to incur expenses. So, the District will have more updated numbers next month and will also need to adopt a revised budget for Fiscal Year 2020.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Walden noted the next schedule meeting is november10, 2020 at 3:00 p.m. and will meet in person at the Courtyard Orlando Lake Nona.

District Engineer – Mr. Newton provided the Construction Status Memo (Exhibit C) and stated the monuments have been completed and closing out Nemours Phase 7.

Construction Supervisor – No Report

District Landscape Supervisor- No Report

FOURTEENTH ORDER OF BUSINESS

**Supervisor and Audience
Comments & Adjournment**

There was no other business to discuss. Dr. Levey requested a motion to adjourn.

On Motion by Ms. Kost, second by Ms. Duerr, with all in favor, the October 20, 2020, meeting of the Board of Supervisors for the Greeneway Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

EXHIBIT A

LOCAL ALTERNATIVE MOBILITY NETWORK



Reimagining Mobility Project

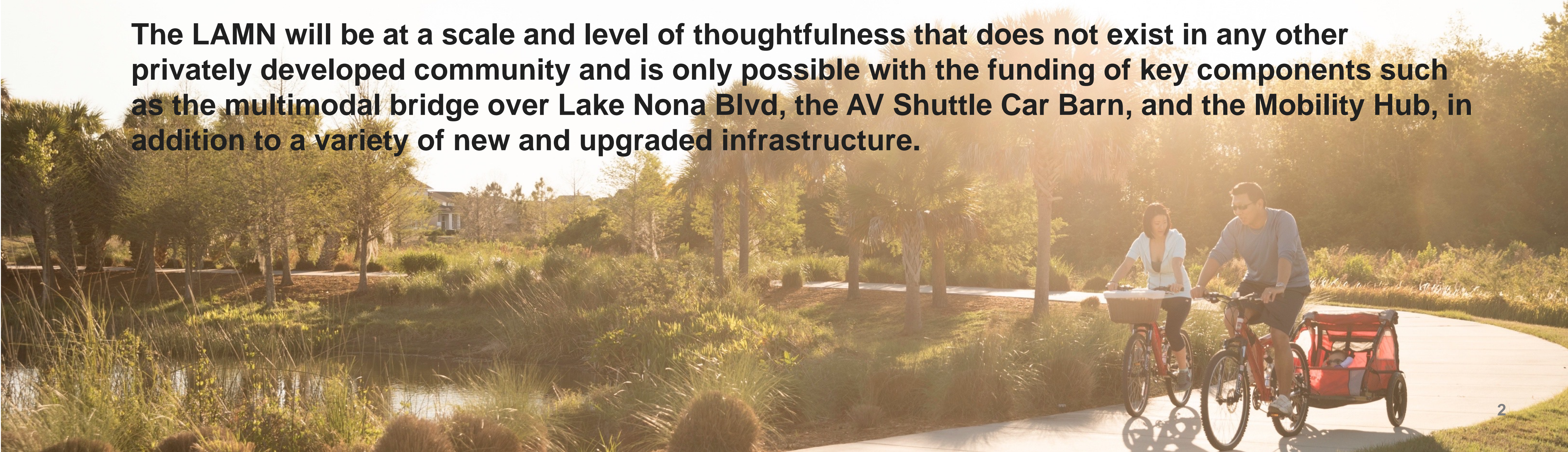
Local Alternative Mobility Network
Orange County, Florida



LAMN Overview

Lake Nona will be home to a first of its kind, robust Local Alternative Mobility Network (LAMN). The LAMN will tie into existing and future infrastructure and integrate multi-modal systems into a rapidly developing urban fabric. Accommodating pedestrians, cyclists (both casual and commuter), electric assist personal vehicles, and a fleet of autonomous vehicles (AV), the project will both modify existing and create new infrastructure consisting of multi-use corridors, dedicated commuter ways, mobility hubs, and AV support infrastructure. The LAMN will reduce automobile dependency and better connect residents, visitors, and students to employment, medical facilities, essential services, retail, education, and entertainment.

The LAMN will be at a scale and level of thoughtfulness that does not exist in any other privately developed community and is only possible with the funding of key components such as the multimodal bridge over Lake Nona Blvd, the AV Shuttle Car Barn, and the Mobility Hub, in addition to a variety of new and upgraded infrastructure.



PRIMARY COMPONENTS



MOBILITY
NETWORK



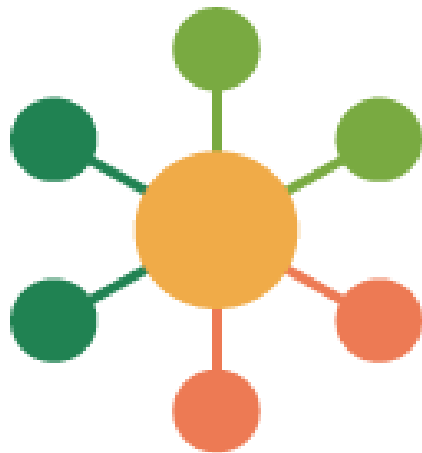
GREENLINK



GREENLINK
BRIDGE



CAR BARN



MOBILITY HUB

- Infrastructure and amenities required for AV fleet, bicycles and other micro-mobility personal vehicles, and pedestrians
- Currently in schematic design

- A linear mobility park that replaces a traditional vehicular roadway with a water conveyance system
- Connects the mixed-use district with Town Center and Village Center
- Currently in pre-construction

- Dedicated AV, bicycle, & pedestrian bridge crossing Lake Nona Blvd
- Connects Town Center with the Greenlink
- Currently in concept design

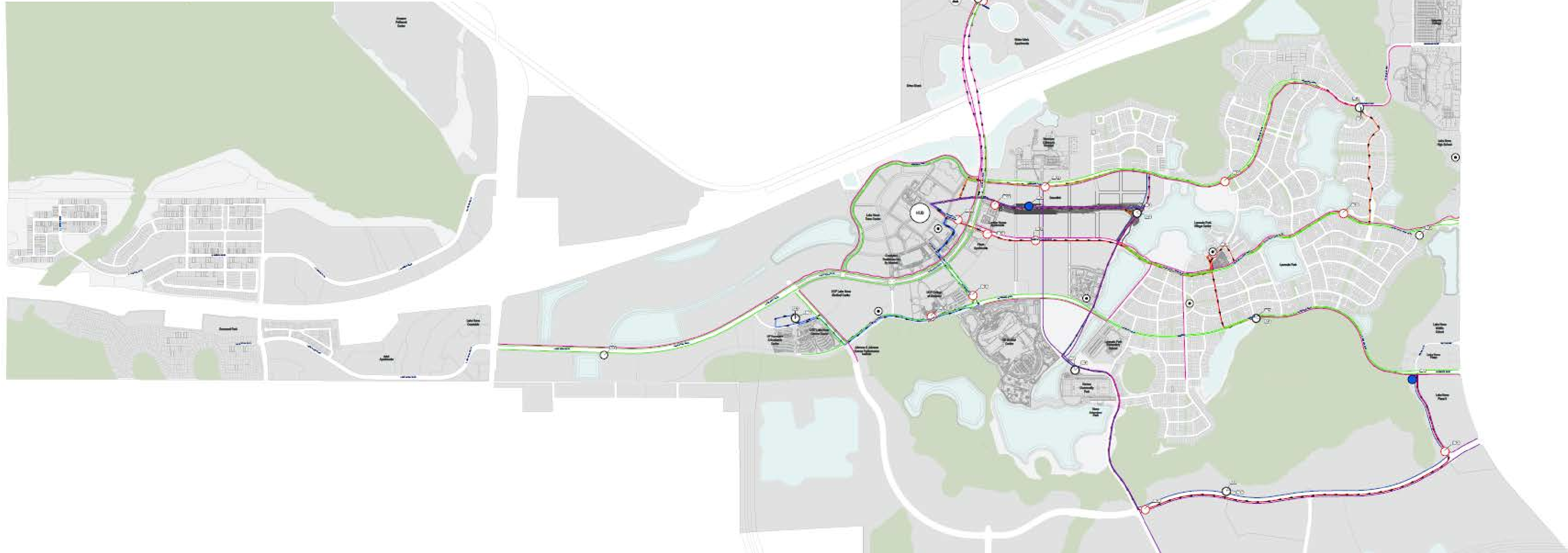
- Storage, training course, and maintenance for the AV fleet
- Schematic design complete

- Facility for recreational and commuters for all modes of personal micro-mobility transportation
- Located in Town Center
- Currently in concept design

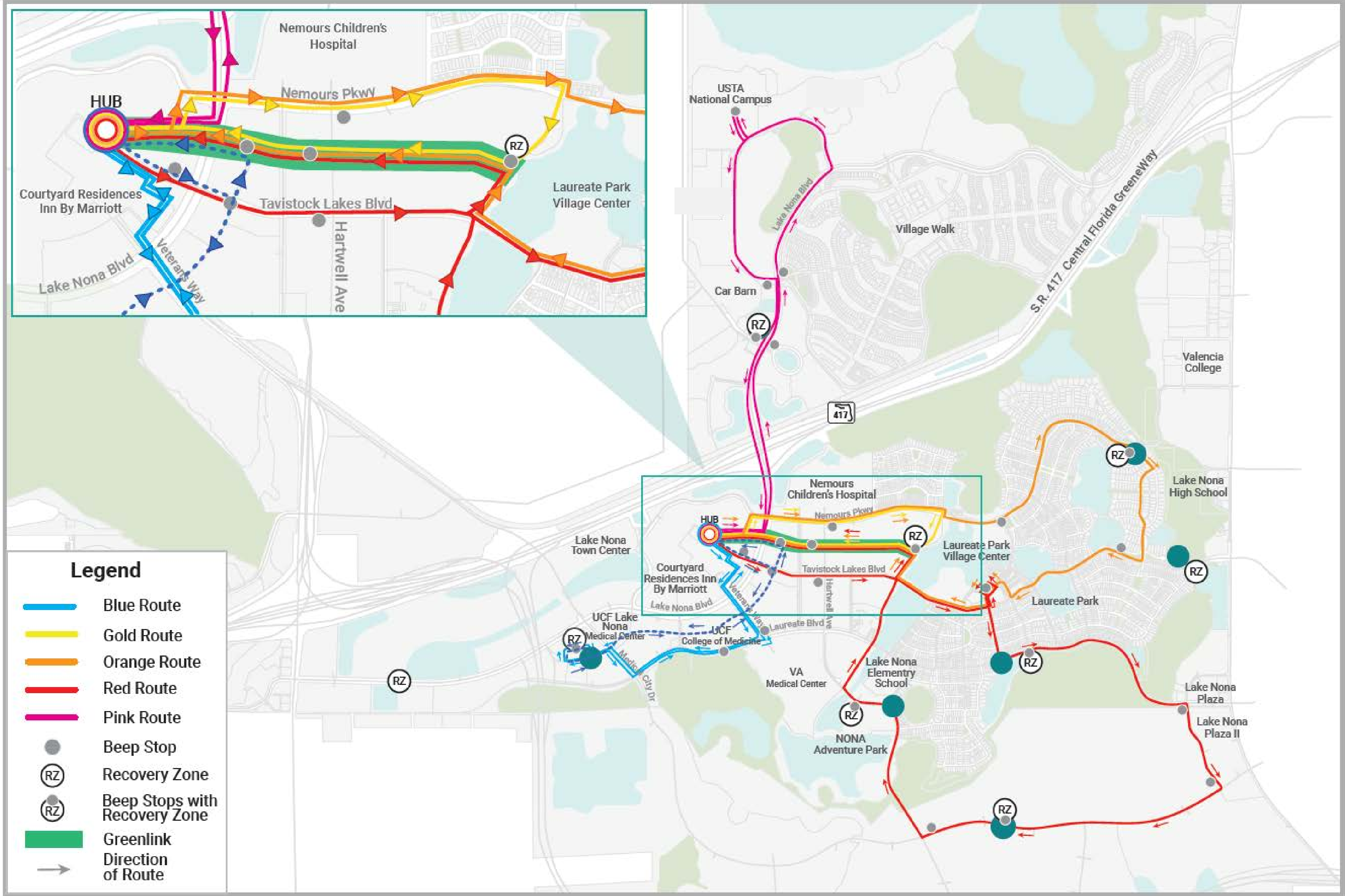
MICROMOBILITY NETWORK

MICROMOBILITY NETWORK

- Nearly 5 miles of dedicated micromobility commuter lanes
- Enhancement of 25 miles of on-street dedicated bicycle lanes
- 6 additional miles of multi-use trails



PROPOSED AV SHUTTLE NETWORK



AV NETWORK

- 15.5 miles of shared right-of-way routes
- Nearly 2 miles of dedicated AV shuttle lanes
- Flexibility for future route changes and expansion

AV & MICROMOBILITY NETWORK AMENITIES

AV SHUTTLE STOPS W/ SHELTER

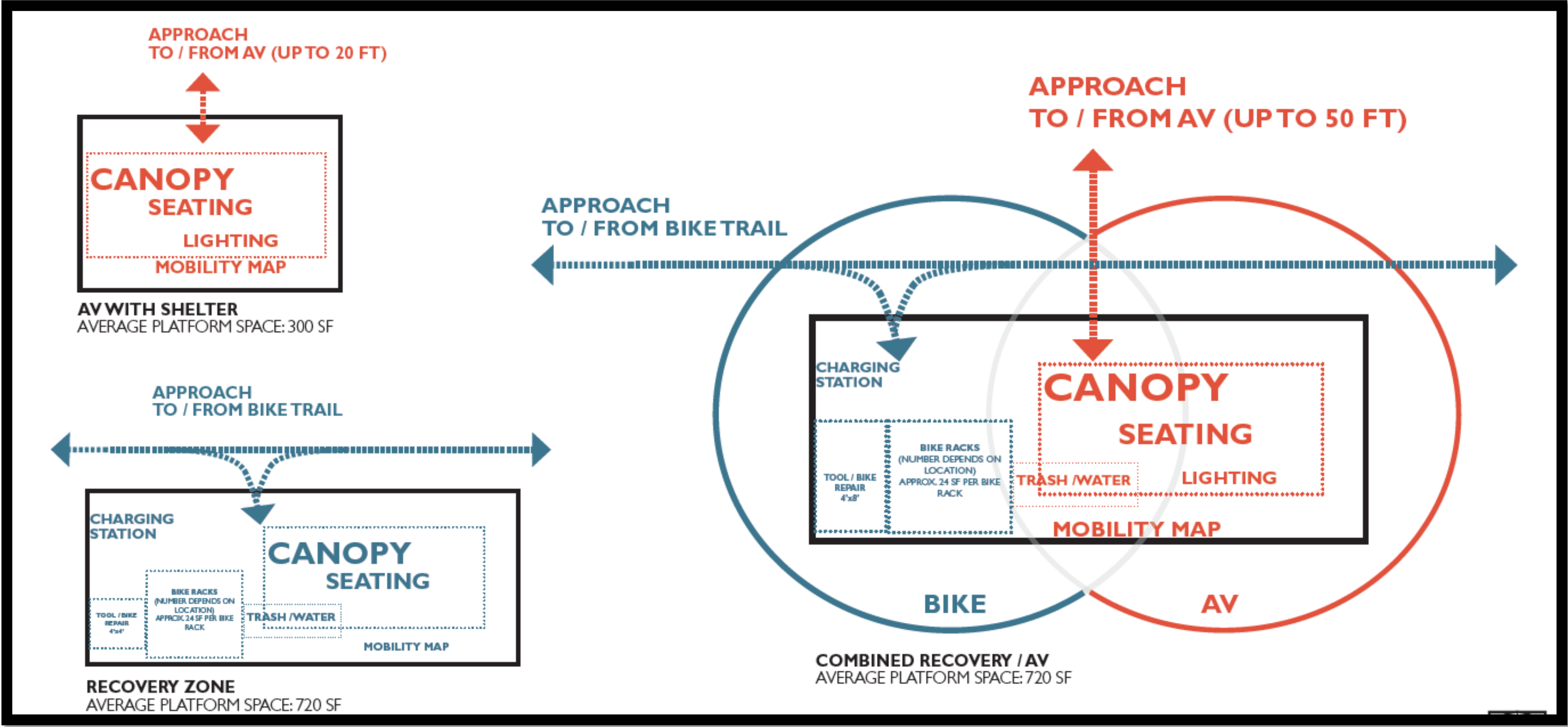
Of the 25 AV stops, 2 will be dedicated w/ shelter

RECOVERY ZONES

9 total planned Recovery Zones

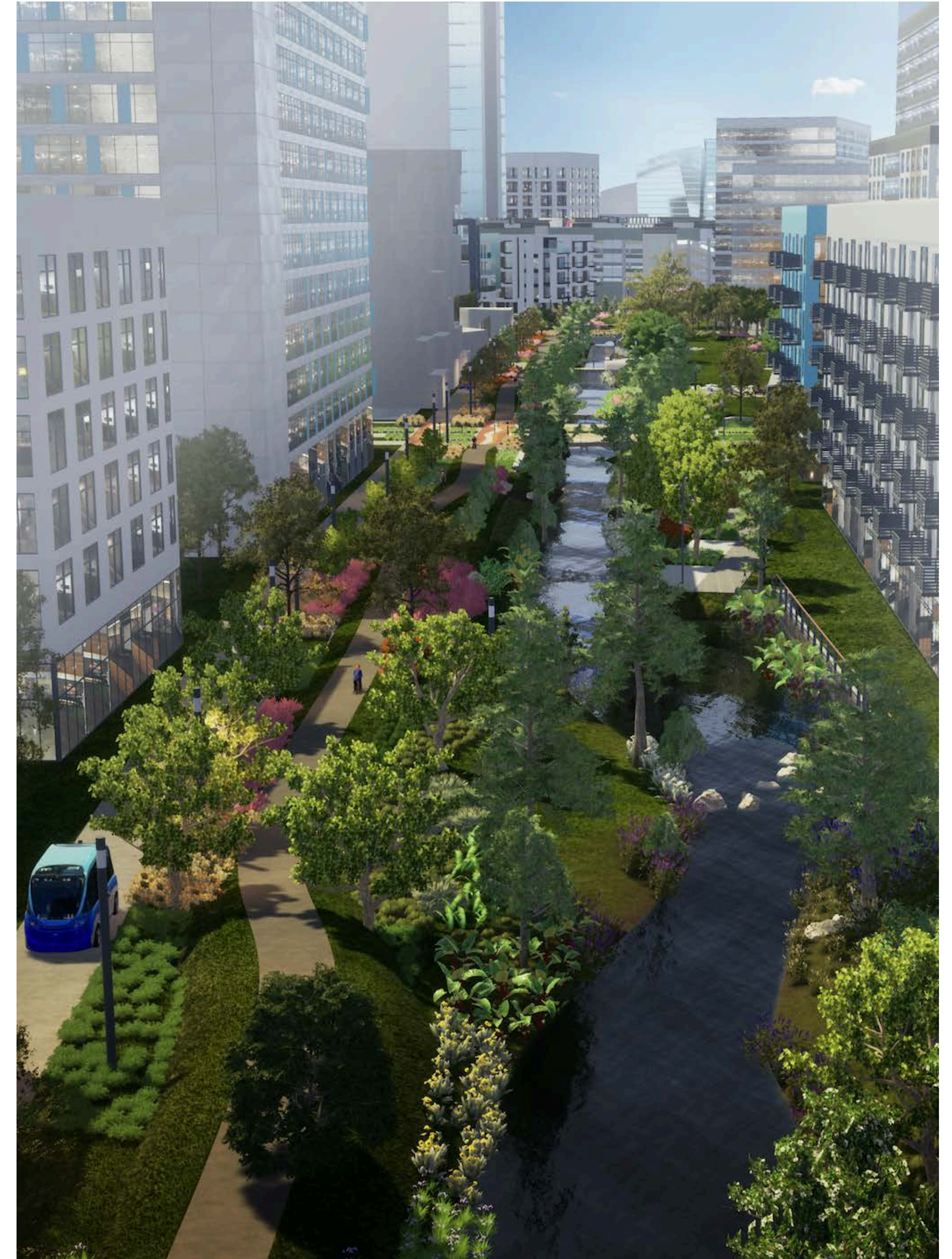
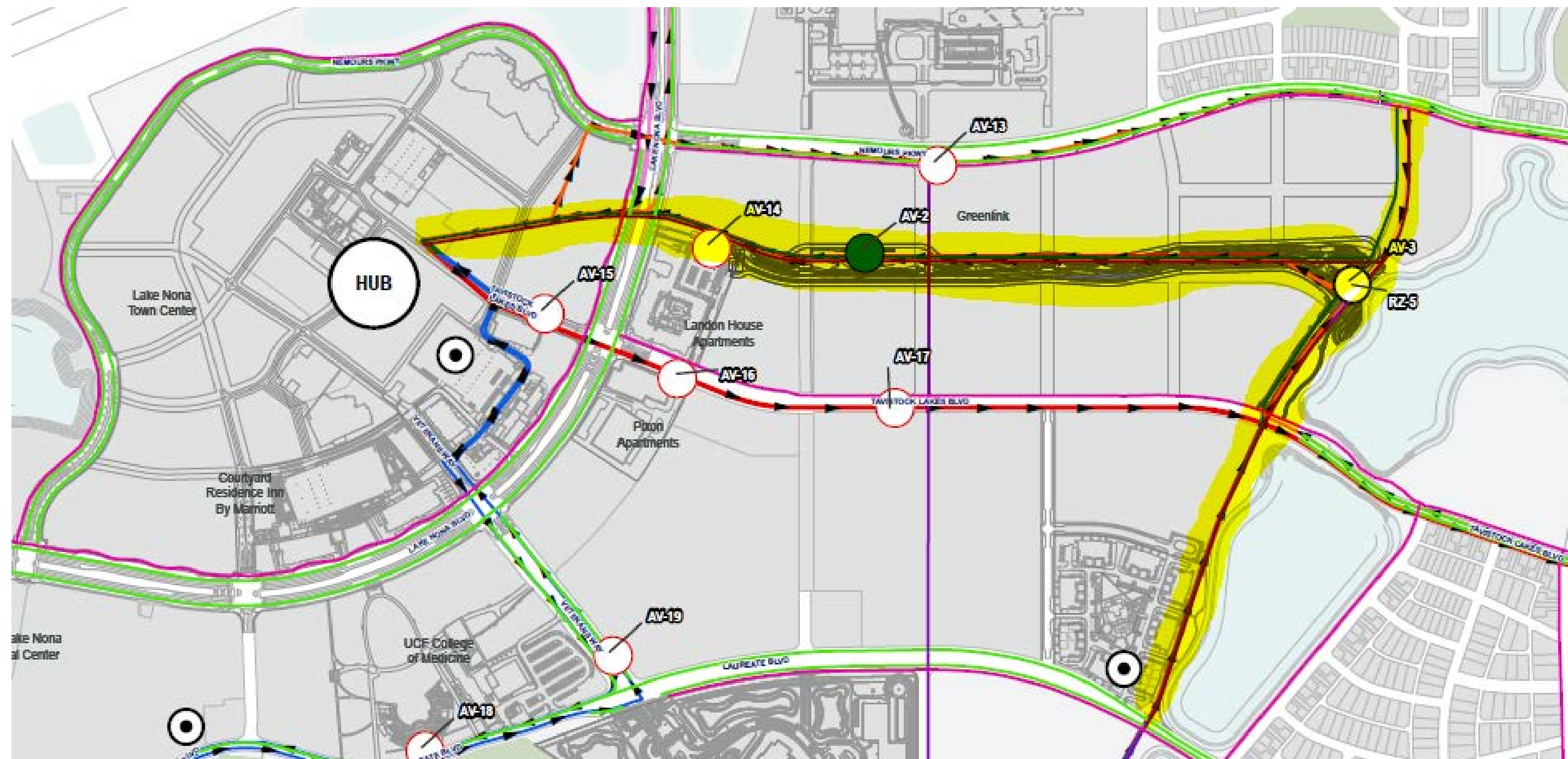
COMBINED RECOVERY ZONES W/ AV STOPS

Of the 9 Recovery Zones, 2 will be combined with AV stops



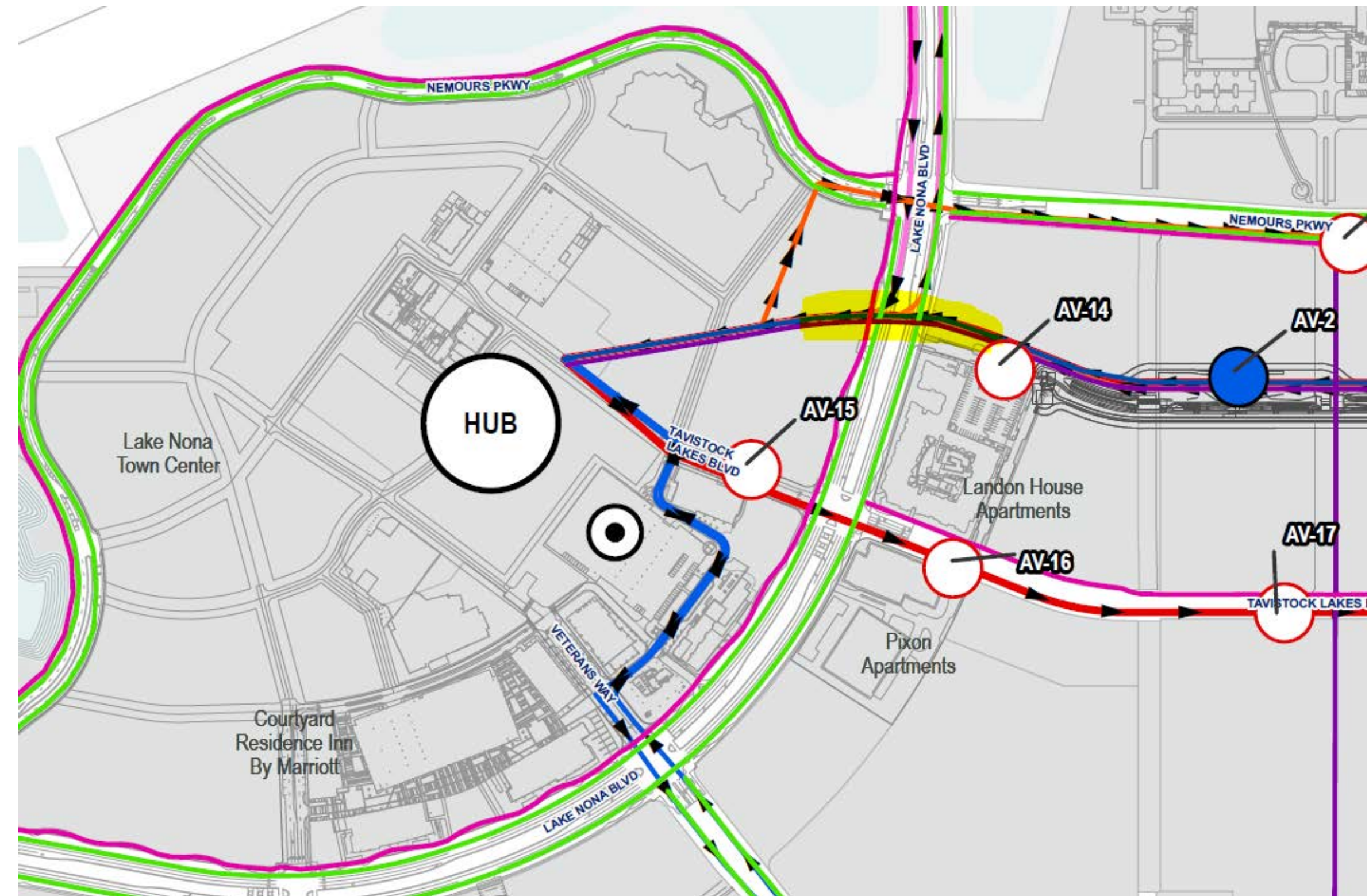
GREENLINK

- Over 9000 LF linear park and mobility network
- Includes dedicated micromobility commuter way and pedestrian paths
- Introduces 9,000 LF of dedicated AV lanes:
 - 4,500 LF E-W along the Greenlink to the Mobility Hub
 - 4,500 LF N-S Lakeside Extension



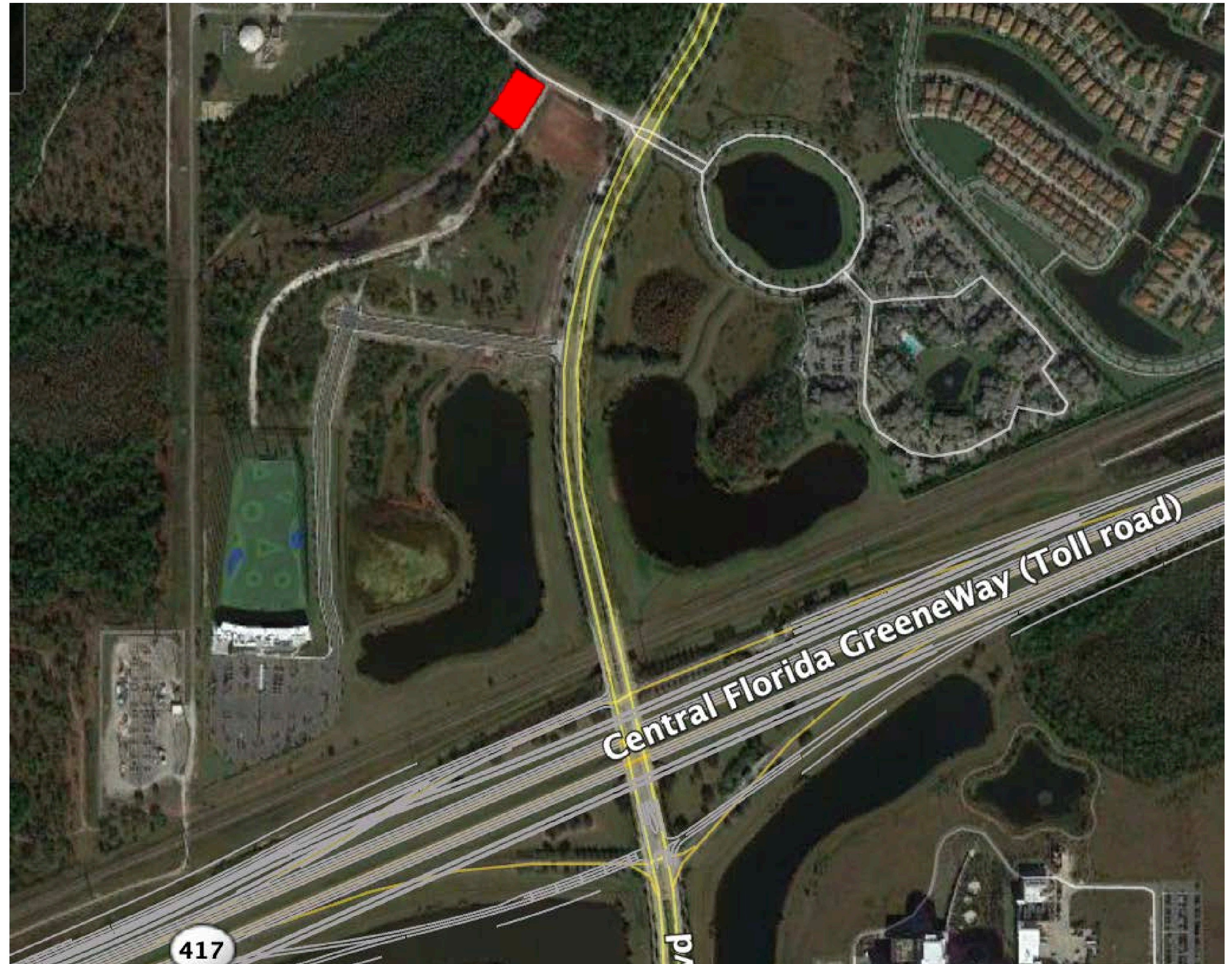
GREENLINK BRIDGE

- Extends Greenlink approximately 700 LF, including a 200-foot span over LN Blvd into the Town Center
- Provides a safe option for AV, pedestrian, and micro-mobility users to cross Lake Nona Blvd
- Improves AV Shuttle route times
- Substantially reduces at-grade conflicts on Lake Nona Boulevard



CAR BARN (non-CDD)

- 9,600 SF conditioned space
- 10 interior & 10 outdoor AV charging stations
- 4 interior maintenance bays
- Programming and calibration course



MOBILITY HUB (non-CDD)

- Approx. 4,000 SF micro-mobility user services center
- Connects different modes of transportation and serves as a town center AV stop
- Serves micro-mobility users such as office commuters as well as visitors to Lake Nona
- Includes limited access restrooms, showers, short and long term bicycle and micro-mobility storage, system wayfinding information, repair services, charging stations, and a small mobility retail opportunity

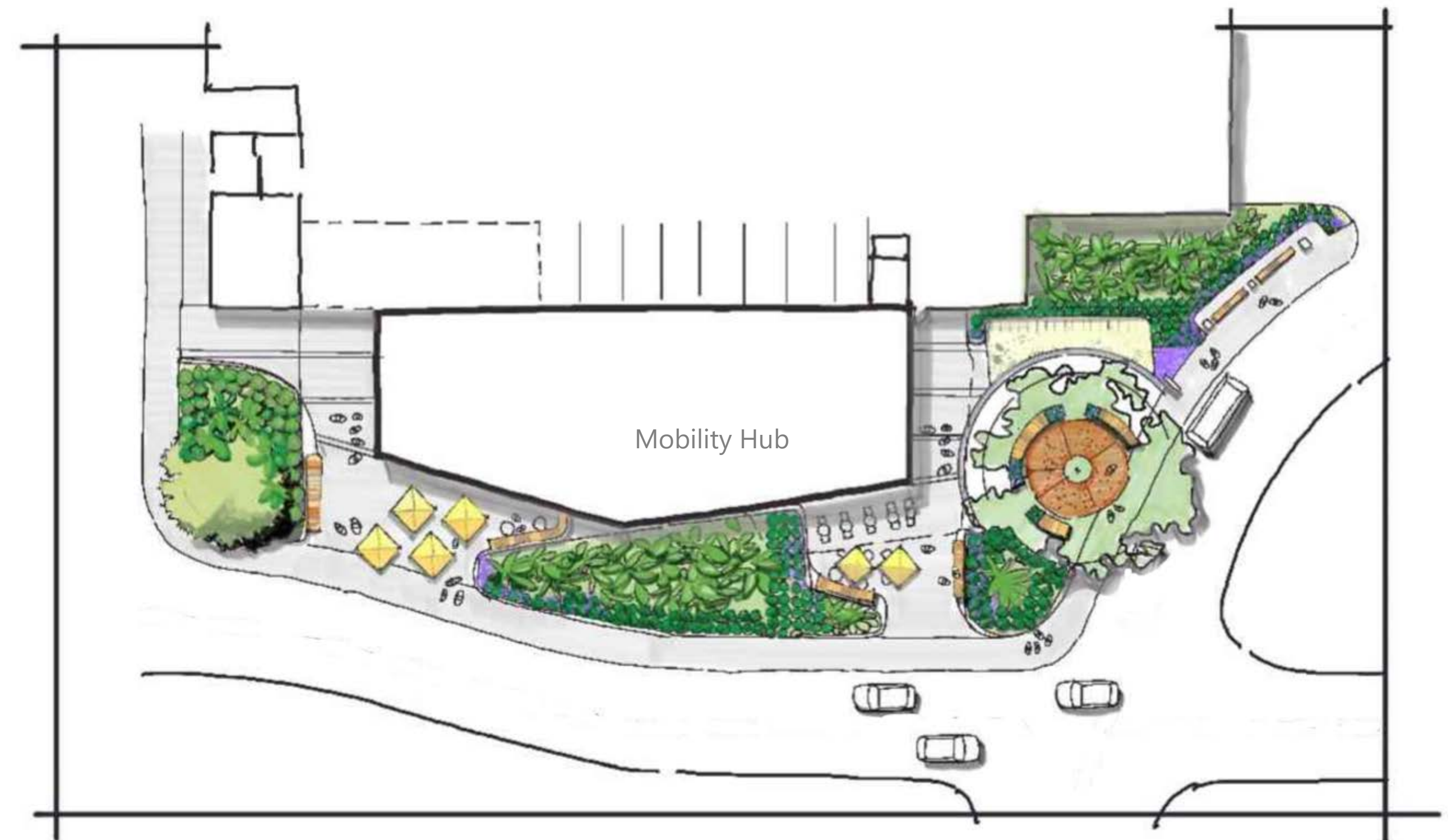


EXHIBIT B

INTERLOCAL AGREEMENT AMONG THE BOGGY CREEK IMPROVEMENT DISTRICT, THE MYRTLE CREEK IMPROVEMENT DISTRICT, THE GREENEWAY IMPROVEMENT DISTRICT, AND THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT REGARDING MAINTENANCE OF THE GREENLINK IMPROVEMENTS WITHIN THE LOCAL ALTERNATIVE MOBILITY NETWORK

THIS AGREEMENT is made among the Boggy Creek Improvement District (“**Boggy Creek**”), the Myrtle Creek Improvement District (“**Myrtle Creek**”), the Greenway Improvement District (“**Greeneway**”), and the Poitras East Community Development District (“**Poitras East**”), (collectively, the “**Districts**”), each of which is a special-purpose unit of local government located in the City of Orlando, Florida (this agreement is hereinafter referred to as the “**Agreement**”).

RECITALS

WHEREAS, the Districts are special-purpose units of local government located entirely within the City of Orlando, Florida, that have been established for the purpose of planning, financing, constructing, installing, and/or acquiring certain improvements, facilities and services in conjunction with the development of lands located within the Districts;

WHEREAS, the Districts are responsible for the maintenance of certain aspects of a Local Alternative Mobility Network, which is located throughout the boundaries of the Districts, as more particularly identified on the map attached hereto and made a part hereof as **Exhibit A** (the “**LAM Network**”);

WHEREAS, maintenance and enhancement of the LAM Network provides a benefit to the lands within the Districts;

WHEREAS, a component of the LAM Network consists of a connected multi-modal trail, bridge and linear park improvement, hereinafter referred to as the ‘**Greenlink**’ within the boundaries of Greeneway and Boggy Creek, the location of which is further identified on Exhibit A;

WHEREAS, as described in more detail in the *Preliminary Local Alternative Mobility Network Operation & Maintenance Assessment Methodology Report*, dated October 1, 2020 (“**LAMN Methodology**”) attached hereto as **Exhibit B**, all of the Districts benefit from the Greenlink from both a transportation and amenity perspective; accordingly, the Districts desire to share in the operation and maintenance cost associated with the Greenlink at the percentages described in the LAMN Methodology;

WHEREAS, the Districts find that it is mutually advantageous and cost-effective to designate one district as the entity to provide for the maintenance of the Greenlink;

WHEREAS, the District providing the maintenance will have the need for continued staffing and contractual arrangements to be in place to be able to respond to maintenance needs;

WHEREAS, the Districts wish to ensure the timely, efficient and cost-effective provision of maintenance services;

WHEREAS, the Districts find that designation of Boggy Creek as the entity for provision of the staffing and contract coordination for the maintenance of the Greenlink will provide the most efficient and cost-effective way to provide maintenance services;

WHEREAS, it is in the interest of each District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of their respective districts;

WHEREAS, section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969,” permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the Districts find this Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the Districts desire to exercise jointly their common powers and authority concerning the cost effective provision of maintenance services; the avoidance of inefficiencies caused by the unnecessary duplication of services; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Districts, the Districts agree as follows:

SECTION 1. RECITALS AND AUTHORITY. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 189, and 190, *Florida Statutes*, and the Florida Constitution.

SECTION 2. MAINTENANCE. The parties acknowledge that it is in the best interest of the residents and property owners in each District for the Greenlink to be kept in a condition reflecting the quality of development within the Districts. Boggy Creek shall operate and maintain the Greenlink in substantial accordance with maintenance standards utilized by the Districts in existing maintenance agreements. The Districts agree that any or all of the operations and maintenance of the Greenlink shall be arranged by Boggy Creek.

2.1 Contracts. Boggy Creek shall comply with all applicable laws regarding the procurement of goods or services.

2.2 Administration. Boggy Creek shall be solely responsible for ensuring adequate administration and inspection of the Greenlink.

2.3 Costs. Consistent with the LAMN Methodology, the Financial Consultant for the Districts has calculated each District's percentage allocation of costs based on factors identified therein. The percentage allocation of costs for the operation and maintenance of the Greenlink is as follows:

Boggy Creek	_____%
Greeneway	_____%
Myrtle Creek	_____%
Postras East	_____%

The amounts to be paid by each District for the provision of maintenance services shall be based on these percentages.

2.4 Budget. Within seven (7) days after Boggy Creek annually approves its preliminary budget, Boggy Creek shall provide a copy of the preliminary budget to Myrtle Creek, Greeneway, and Postras East for review. In the event that the total funds budgeted for the use, operation, repair and maintenance of the Greenlink are not clearly identified in the preliminary budget, Boggy Creek shall send a letter accompanying the preliminary budget which sets forth the total amount budgeted for the use, operation, repair and maintenance of the Greenlink, inclusive of any amounts necessary for reserves. If Myrtle Creek, Greeneway and/or Postras East dispute the total amount budgeted by Boggy Creek, Myrtle Creek, Greeneway and/or Postras East shall notify Boggy Creek of its concerns. In such event, the Districts agree to cooperate in good faith toward refining the budgeted amount prior to Boggy Creek's adoption of its final budget. However, nothing herein shall operate to prevent Boggy Creek from adopting its final budget in a timely manner.

2.5 Payment. At the beginning of the Districts' fiscal year, Myrtle Creek, Greeneway and/or Postras East shall have the option of either reimbursing Boggy Creek at the beginning of each fiscal year by making a lump sum payment equal to each District's percentage share of the projected expenses for the use, operation, repair and maintenance of the Greenlink to Boggy Creek or by making monthly payments equal to each District's percentage share of the preceding month's actual expenses for the use, operation, repair and maintenance of the Greenlink to Boggy Creek. However, Boggy Creek may declare the option to reimburse by monthly payments no longer available should a District fail to make monthly payments in a timely manner.

If Myrtle Creek, Greeneway and/or Postras East opts to make a lump sum payment, on or before October 1 of each fiscal year, the respective District(s) shall make a lump sum payment equal to the percentage allocation identified in 2.3 herein of the projected expenses to be included in Boggy Creek's adopted final budget for the use, operation, repair and maintenance of the Greenlink to Boggy Creek. At the conclusion of each fiscal year, Greeneway shall compare the actual annual expenses for use, operation, repair and maintenance of the Greenlink with the amount previously paid by the respective Districts for that fiscal year. Based

on this comparison, Boggy Creek shall determine whether there has been an underpayment or an overpayment by any District for the prior fiscal year. If there has been an overpayment, the amount of the overpayment shall be paid to the respective District without interest. If there has been an underpayment, Boggy Creek shall provide the respective District with an invoice for the amount of the underpayment. The respective District shall pay such invoice within thirty (30) days of receipt. If such invoice is paid in full within this thirty-day period, no interest shall accrue on the underpayment.

If Myrtle Creek, Greenway and/or Poitras East opts to make monthly payments, upon receipt of invoice(s) for expenses incurred in connection with the use, operation, repair and maintenance of the Greenlink, Boggy Creek shall provide the respective District with an invoice requesting payment equal to the respective percentage share identified in 2.3 herein of the actual expenses for the use, operation, repair and maintenance of the Greenlink. The respective District shall pay such invoice within thirty (30) days of receipt.

2.6 Unbudgeted Expenses. It is contemplated by the parties that unusual, unbudgeted maintenance events may occur. In such event, the Districts agree to cooperate in good faith in arranging for the repair of the Greenlink and toward allocating cost among the Districts.

2.7 Inspection of Records; Payment Disputes. Upon request, Boggy Creek shall make available to Greenway, Myrtle Creek and Poitras East for review at a reasonable time and place, its books and records with respect to expenses associated with the use, operation, repair and maintenance of the Greenlink. In the event of a dispute between the parties relating to the reimbursement of these expenses, Greenway, Myrtle Creek and/or Poitras East shall pay the amount requested by Boggy Creek in the time frame set forth above. Greenway, Myrtle Creek and/or Poitras East shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the right of Greenway, Myrtle Creek and/or Poitras East to dispute the correct amount of such required payment.

SECTION 3. INSURANCE. Boggy Creek shall require any contractor selected to provide services relative to the Greenlink to maintain liability and property insurance in amounts customary for the scope of such a maintenance project and shall name each other district as an additional insured.

SECTION 4. LIABILITY LIMITATIONS. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any of the Districts, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 5. DEFAULT. A default by any District under this Agreement shall entitle the other Districts to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the

other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

SECTION 6. ENFORCEMENT. In the event that any District seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

SECTION 7. CONTROLLING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

SECTION 8. SEVERABILITY. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

SECTION 9. AMENDMENT. This Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

SECTION 10. INTERPRETATION. This Agreement has been negotiated fully between the parties as an arms length transaction. All Districts participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. TIME OF THE ESSENCE. The Districts each agree that time is of the essence of this Agreement.

SECTION 12. NOTICE. Each District shall furnish to the other such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To Boggy Creek: Boggy Creek Improvement District
 12051 Corporate Boulevard
 Orlando, Florida 32817
 Attn: District Manager

To Myrtle Creek: Myrtle Creek Improvement District
 12051 Corporate Boulevard
 Orlando, Florida 32817
 Attn: District Manager

To Greenway: Greenway Improvement District
 12051 Corporate Boulevard
 Orlando, Florida 32817

Attn: District Manager

To Poitras East: Poitras East Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 13. EFFECTIVE DATE. This Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Orange County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the undersigned set their hands as of the _____ day of October, 2020.

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Richard Levey
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Richard Levey, as Chairman of the Board of Supervisors of Boggy Creek Improvement District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Attest:

MYRTLE CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Bob da Silva
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Bob da Silva, as Chairman of the Board of Supervisors of Myrtle Creek Improvement District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Attest:

GREENEWAY IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Richard Levey
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Richard Levey, as Chairman of the Board of Supervisors of Greeneway Improvement District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Attest:

**POITRAS EAST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Richard Levey
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Richard Levey, as Chairman of the Board of Supervisors of Poitras East Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A: LAM Network Map
Exhibit B: LAMN Methodology

EXHIBIT C



**DONALD W. MCINTOSH
ASSOCIATES, INC.**

MEMORANDUM

DATE: October 20, 2020
TO: Greenway Improvement District
Board of Supervisors
FROM: Donald W. McIntosh Associates, Inc.
District Engineer
RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity. A copy of the latest Change Order log is attached.

CIVIL ENGINEERS

Nemours Parkway Phase 7 – Jr. Davis Construction Company, Inc.

LAND PLANNERS

Construction Status: Monuments have been completed and the contractor's final pay application is under review.

SURVEYORS

Change Order (C.O.) Status: None

Recommended Motion: None

Should there be any questions, please do not hesitate to call.

Thank you.

End of memorandum.

c: Larry Kaufmann
Matt McDermott
Chris Wilson
Dan Young
Tarek Fahmy

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

\\dmadata\dwmadata\Proj2003\23216\ENGAdmin\C\ec1374.docx

<http://www.dwrma.com>

**LAKE NONA SOUTH
Greenway Improvement District
Nemours Parkway Phase 7
Change Order Log
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$6,312,276.78			
1	2/8/2019	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.		\$ 161,445.97	Approved	\$ 6,473,722.75	2/19/2019	2/19/2019	
2	5/20/2019	Add sanitary and reclaim service laterals intended to serve the Nemours Childrens's Hospital.		\$ 12,879.00	Approved	\$ 6,486,601.75	5/21/2019	5/21/2019	
3	9/12/2019	Contract Calendar Extension - Add 60 Days	60	\$ -	Approved	\$ 6,486,601.75	9/17/2019	9/17/2019	
4	9/19/2019	Landscaping and Irrigation Revisions		\$ 49,204.52	Approved	\$ 6,535,806.27	10/15/2019	10/15/2019	
5	1/15/2020	Modify Ramps at Nemours Hospital		\$ 17,168.75	Approved	\$ 6,552,975.02	1/21/2020	1/21/2020	
6	4/21/2020	Direct Owner Purchase Reconciliation		\$ (1,262,145.00)	Approved	\$ 5,290,830.02	4/21/2020	4/21/2020	
7	6/19/2020	Barish Avenue Modifications, Added Signage per Plan Revision, Monument Signs Landscape & Irrigation Restoration		\$ 3,877.19	Approved	\$ 5,294,707.21	7/21/2020	7/21/2020	

GREENEWAY IMPROVEMENT DISTRICT

Egis Insurance & Risk Advisors Proposal
(Decorative Monuments)

Egis Insurance & Risk Advisors Proposal (Decorative Monuments)

Hi Jennifer,

To add an additional \$83,000 (\$41,500 each), effective 11/01/2020, would generate an additional premium of roughly \$495.

Hope you have a good day!

Charisse Bitner, CLCS

Account Manager

Egis Insurance & Risk Advisors

250 International Parkway, Suite 260

Lake Mary, FL 32746-5022

Direct: (321) 320.7665

Fax: (407) 732.7321

Email: cbitner@egisadvisors.com

www.egisadvisors.com

www.FIA360.org

Associate Member of the Year Award Winner Florida Association of Special Districts (FASD)

Preferred Partner of the Year Award Winner Florida Consortium of Public Charter Schools (FCPCS)

GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2021-01,
Adopting an Amended Budget for FY 2020**

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENWAY IMPROVEMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2019/2020, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 20, 2019, the Board of Supervisors of the Greenway Improvement District ("**Board**"), adopted Resolution 2019-07 providing for the adoption of the District's Fiscal Year 2019/2020 annual budget ("**Budget**"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2019-07 authorize the Board to amend the Budget within sixty (60) days following the end of the Fiscal Year 2019/2020; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GREENWAY IMPROVEMENT DISTRICT:

1. BUDGET AMENDMENT.

a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2019/2020.

- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for the Greenway Improvement District for the fiscal year ending September 30, 2020, as amended and adopted by the Board of Supervisors effective November 10, 2020.”

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the Greenway Improvement District, the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	
DEBT SERVICE FUND	
TOTAL ALL FUNDS	

3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2019-07, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2019-07 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. EFFECTIVE DATE. This Resolution shall take effect as of November 10, 2020.

Introduced, considered favorably, and adopted this 10th day of November, 2020.

ATTEST:

**GREENWAY IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A
Amended Fiscal Year 2019/2020 Budget

Greenway Improvement District
Revised FY 2020 O&M Budget

	Actuals Through 09/30/2020	FY 2020 Adopted Budget	Revised FY 2020 Budget	Increase / (Decrease)
<u>Revenues</u>				
On-Roll Assessments	\$ 470,127.22	\$ 496,976.64	\$ 470,127.22	\$ (26,849.42)
Off-Roll Assessments	441,361.57	414,191.21	441,361.57	27,170.36
Developer Contributions	16,143.00	-	16,143.00	16,143.00
Net Revenues	\$ 927,631.79	\$ 911,167.85	\$ 927,631.79	\$ 16,463.94
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 3,800.00	\$ 7,200.00	\$ 7,200.00	\$ -
Financial & Administrative				
Public Officials' Liability Insurance	2,300.00	2,500.00	2,500.00	-
Trustee Services	8,862.45	4,000.00	9,000.00	5,000.00
Management	40,000.00	40,000.00	40,000.00	-
Engineering - District	4,328.50	10,000.00	10,000.00	-
Engineering - LAMN Expenses	15,617.25	-	15,617.25	15,617.25
Dissemination Agent	5,000.00	5,000.00	5,000.00	-
Property Appraiser	1,672.00	1,700.00	1,700.00	-
District Counsel - District	25,681.12	30,000.00	30,000.00	-
District Counsel - LAMN Expenses	4,171.25	-	4,171.25	4,171.25
Assessment Administration	7,500.00	7,500.00	7,500.00	-
Reamortization Schedules	-	250.00	250.00	-
Audit	4,550.00	7,000.00	7,000.00	-
Travel and Per Diem	39.75	250.00	250.00	-
Telephone	-	250.00	250.00	-
Postage & Shipping	170.38	800.00	800.00	-
Copies	-	1,500.00	1,500.00	-
Legal Advertising	5,251.06	6,000.00	6,000.00	-
Miscellaneous	229.37	100.00	100.00	-
Property Taxes	59.88	2,000.00	2,000.00	-
Web Site Maintenance	4,130.00	2,700.00	4,130.00	1,430.00
Holiday Decorations	7,150.00	-	7,150.00	7,150.00
Dues, Licenses, and Fees	250.00	175.00	175.00	-
Total General & Administrative Expenses	\$ 140,763.01	\$ 128,925.00	\$ 162,293.50	\$ 33,368.50

Greenway Improvement District
Revised FY 2020 O&M Budget

	Actuals Through 09/30/2020	FY 2020 Adopted Budget	Revised FY 2020 Budget	Increase / (Decrease)
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ 11,026.43	\$ 7,000.00	\$ 11,026.43	\$ 4,026.43
Water-Sewer Combination Services				
Water Reclaimed	50,789.00	40,000.00	50,789.00	10,789.00
Other Physical Environment				
General Insurance	2,588.00	3,000.00	3,000.00	-
Property & Casualty Insurance	4,112.00	7,000.00	7,000.00	-
Other Insurance	-	150.00	150.00	-
Irrigation Repairs	54,751.33	55,000.00	55,000.00	-
Landscaping Maintenance & Material	244,193.04	229,750.40	244,193.04	14,442.64
Other Landscaping Maintenance	9,845.00	20,000.00	10,000.00	(10,000.00)
Tree Trimming	5,040.00	62,104.50	15,431.93	(46,672.57)
Flower & Plant Replacement	23,075.30	45,000.00	45,000.00	-
Contingency	11,914.81	8,500.00	11,914.81	3,414.81
Hurricane Cleanup	-	20,000.00	20,000.00	-
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	3,607.20	3,816.00	3,816.00	-
IME - Irrigation Repairs	6,721.45	10,800.00	10,800.00	-
IME - Landscaping	90,205.65	87,266.88	90,205.65	2,938.77
IME - Lighting	18,654.32	22,153.84	22,153.84	-
IME - Miscellaneous	4,046.40	1,661.40	4,046.40	2,385.00
IME - Water Reclaimed	579.51	3,323.08	3,323.08	-
Road & Street Facilities				
Entry and Wall Maintenance	-	3,000.00	3,000.00	-
Hardscape Maintenance	6,771.36	5,000.00	6,771.36	1,771.36
Streetlights	91,359.64	110,370.08	110,370.08	-
Accent Lighting	-	2,000.00	2,000.00	-
Parks & Recreation				
Personnel Leasing Agreement	20,000.04	20,000.00	20,000.00	-
Reserves				
Infrastructure Capital Reserve	22,200.00	22,200.00	22,200.00	-
Interchange Maintenance Reserve	3,146.67	3,146.67	3,146.67	-
	\$ 684,627.15	\$ 792,242.85	\$ 775,338.29	\$ (16,904.56)
Total Expenses	\$ 825,390.16	\$ 921,167.85	\$ 937,631.79	\$ 16,463.94
Income (Loss) from Operations	\$ 102,241.63	\$ (10,000.00)	\$ (10,000.00)	\$ 0.00
<u>Other Income (Expense)</u>				
Interest Income	\$ 5,113.37	\$ 10,000.00	\$ 10,000.00	\$ -
Total Other Income (Expense)	\$ 5,113.37	\$ 10,000.00	\$ 10,000.00	\$ -
Net Income (Loss)	\$ 107,355.00	\$ -	\$ -	\$ -

Greeneway Improvement District
FY 2020 Adopted Debt Service Budget
Series 2013 Special Assessment Bonds

	FY 2020 Adopted Budget
REVENUES:	
Special Assessments Series 2013	\$ 4,791,765.63
TOTAL REVENUES	<u>\$ 4,791,765.63</u>
EXPENDITURES:	
Series 2013 - Interest 11/01/2019	\$1,254,600.00
Series 2013 - Principal 05/01/2020	\$1,055,000.00
Series 2013 - Interest 05/01/2020	\$1,254,600.00
TOTAL EXPENDITURES	<u>\$ 3,564,200.00</u>
EXCESS REVENUES	<u>\$ 1,227,565.63</u>
Series 2013 - Interest 11/01/2019	\$ 1,227,565.63

GREENEWAY IMPROVEMENT DISTRICT

FY 2020 Audit Engagement Letter



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

July 16, 2020

Greeneway Improvement District
PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, FL 32817

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Greeneway Improvement District, which comprise governmental activities and each major fund for the General Fund as of and for the years ended September 30, 2020, 2021, 2022, 2023, and 2024 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2020, 2021, 2022, 2023, and 2024.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "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 of 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. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart

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Private Companies practice Section

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Greeneway Improvement District
July 16, 2020
Page 2

In making our risk assessments, we consider internal control relevant to Greeneway Improvement District'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. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Greeneway Improvement District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund
3. Capital Projects Fund



Greeneway Improvement District
July 16, 2020
Page 3

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For 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; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Greeneway Improvement District
July 16, 2020
Page 4

Management is responsible for identifying and ensuring that Greeneway Improvement District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others. Management is also responsible for providing planned corrective actions on auditors' recommendations included in the audit report, if any.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Records and Assistance

If circumstances arise relating to the condition of the Greeneway Improvement District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Greeneway Improvement District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Amanda Lane. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. The audit should be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2021, and if the draft is timely reviewed by management, the District shall receive the final audit by June 15, 2021.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.



Greeneway Improvement District
July 16, 2020
Page 5

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the years ending September 30, 2020, 2021, and 2022, will not exceed \$4,425, and the fee for the years ending September 30, 2023 and 2024 will not exceed \$4,590, unless the scope of the engagement is changed, the assistance which Greeneway Improvement District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Greeneway Improvement District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Greeneway Improvement District, Greeneway Improvement District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information, except as provided in the public records addendum attached hereto. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Additionally, see attached addendum regarding public records.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Greeneway Improvement District
July 16, 2020
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Greeneway Improvement District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Greeneway Improvement District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Greeneway Improvement District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of Greeneway Improvement District's financial statements. Our report will be addressed to the Board of Greeneway Improvement District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Greeneway Improvement District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter and any addendums hereto constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Greeneway Improvement District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Greeneway Improvement District
July 16, 2020
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. U.S. 18161 email jdb@baggettand.com

**ADDENDUM TO ENGAGEMENT LETTER
GREENEWAY IMPROVEMENT DISTRICT
DATED JULY 16, 2020**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**PFM CONSULTING GROUP, LLC
12051 CORPORATE BLVD
ORLANDO, FL 32817
TELEPHONE: 407-723-5900
EMAIL: _____**

Auditor: _



**District: Greeneway Improvement
District**

Title: Director

Title: _____

Date: July 16, 2020

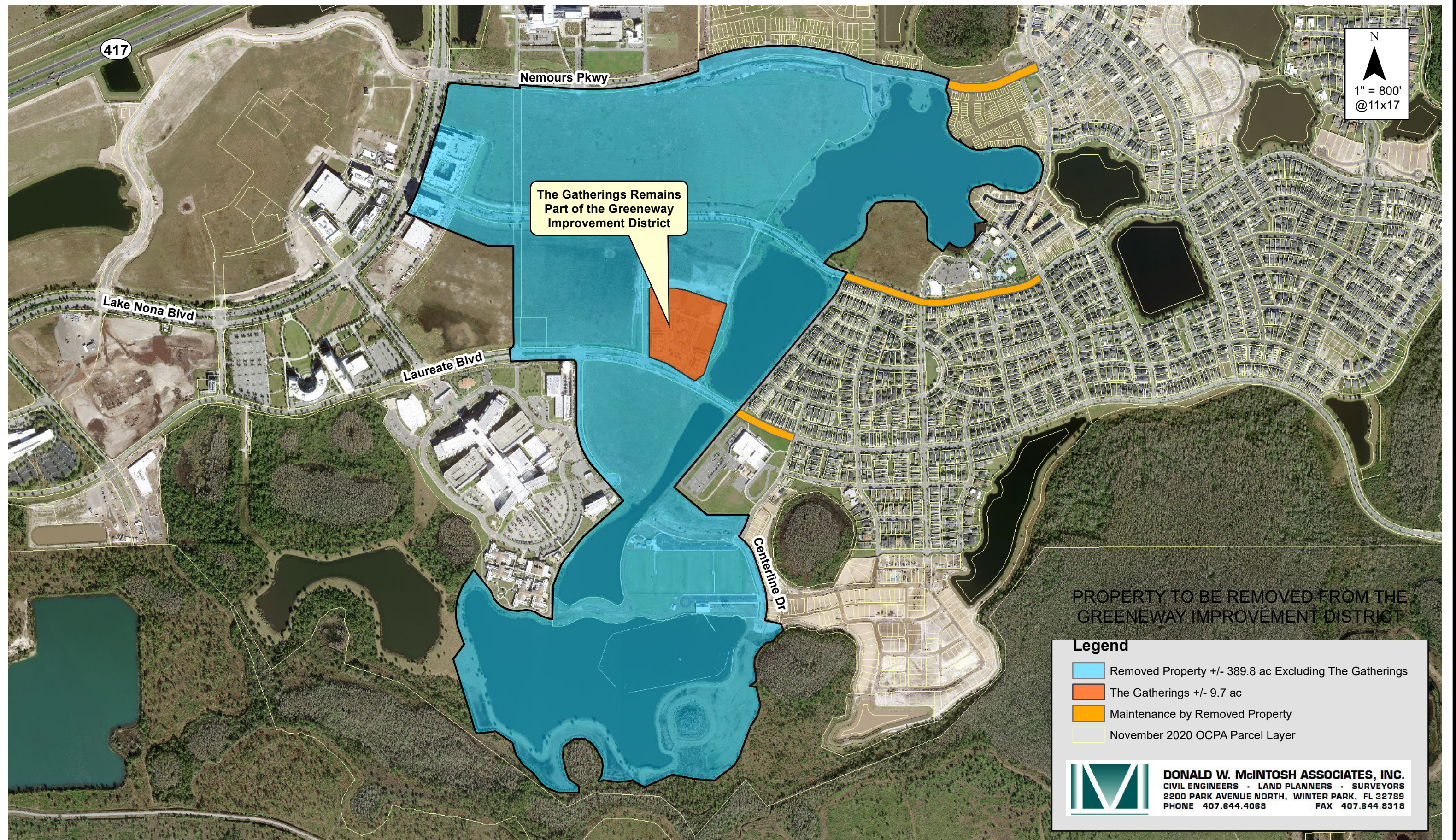
Date: _____

GREENEWAY IMPROVEMENT DISTRICT

**Matters Pertaining to Request for
Boundary Contraction**

GREENEWAY IMPROVEMENT DISTRICT

Boundary Contraction Map



GREENEWAY IMPROVEMENT DISTRICT

Proposed Contraction

	FY 2021 Adopted GID Budget	Estimated Budget for GID after split
<u>Revenues</u>		
On-Roll Assessments	\$ 539,080.28	
Off-Roll Assessments	372,087.57	
Net Revenues	\$ 911,167.85	\$ 623,012.73
<u>General & Administrative Expenses</u>		
Legislative		
Supervisor Fees	\$ 7,200.00	\$ 7,200.00
Financial & Administrative		
Public Officials' Liability Insurance	2,550.00	2,500.00
Trustee Services	9,000.00	9,000.00
Management	40,000.00	40,000.00
Engineering	10,000.00	10,000.00
Dissemination Agent	5,000.00	5,000.00
Property Appraiser	1,700.00	1,700.00
District Counsel	30,000.00	30,000.00
Assessment Administration	7,500.00	7,500.00
Reamortization Schedules	250.00	250.00
Audit	5,000.00	5,000.00
Travel and Per Diem	300.00	300.00
Telephone	50.00	50.00
Postage & Shipping	1,000.00	1,000.00
Copies	2,500.00	2,500.00
Legal Advertising	7,500.00	7,500.00
Miscellaneous	5,100.00	100.00
Property Taxes	1,000.00	1,000.00
Web Site Maintenance	2,700.00	2,700.00
Holiday Decorations	8,000.00	6,000.00
Dues, Licenses, and Fees	250.00	250.00
Total General & Administrative Expenses	\$ 146,600.00	\$ 139,550.00

	FY 2021 Adopted GID Budget	Estimated Budget for GID after split
<u>Field Operations</u>		
Electric Utility Services		
Electric	\$ 9,000.00	\$ 5,580.00
Water-Sewer Combination Services		
Water Reclaimed	40,000.00	\$ 24,800.00
Other Physical Environment		
General Insurance	2,950.00	\$ 2,950.00
Property & Casualty Insurance	7,000.00	\$ 4,340.00
Other Insurance	150.00	\$ 150.00
Irrigation Repairs	40,000.00	\$ 24,800.00
Landscaping Maintenance & Material	269,836.00	\$ 167,298.32
Other Landscaping Maintenance	-	\$ -
Tree Trimming	40,000.00	\$ 24,800.00
Flower & Plant Replacement	40,000.00	\$ 24,800.00
Contingency	20,992.22	\$ 13,015.18
Pest Control	4,740.00	\$ 2,938.80
Hurricane Cleanup	20,000.00	\$ 12,400.00
Interchange Maintenance Expenses		
IME - Aquatics Maintenance	3,816.00	\$ 2,791.06
IME - Irrigation Repairs	10,800.00	\$ 7,899.23
IME - Landscaping	87,266.88	\$ 63,827.88
IME - Lighting	1,800.00	\$ 1,316.54
IME - Miscellaneous	1,800.00	\$ 1,316.54
IME - Water Reclaimed	2,700.00	\$ 1,974.81
Road & Street Facilities		
Entry and Wall Maintenance	3,000.00	\$ 1,860.00
Hardscape Maintenance	5,000.00	\$ 3,100.00
Streetlights	100,370.08	\$ 62,229.45
Accent Lighting	2,000.00	\$ 1,240.00
Parks & Recreation		
Personnel Leasing Agreement	36,000.00	\$ 22,320.00
Reserves		
Infrastructure Capital Reserve	22,200.00	\$ 13,764.00
Interchange Maintenance Reserve	3,146.67	\$ 1,950.94
	\$ 774,567.85	\$ 493,462.73
Total Expenses	\$ 921,167.85	\$ 633,012.73

Est. Current O&M Assessments GID East	\$605,374
Difference (Estimated v Current)	\$27,639
% of Current GID Budget	3.0%
 Current GID East O&M\$ per ERU	 \$288
Estimated GID East O&M\$ per ERU (buildout)	\$287

GREENEWAY IMPROVEMENT DISTRICT

Boundary Amendment Funding Agreement

**BOUNDARY AMENDMENT FUNDING AGREEMENT (2020 BOUNDARY
AMENDMENT) BETWEEN THE GREENEWAY IMPROVEMENT DISTRICT AND
LAKE NONA LAND COMPANY, LLC**

THIS BOUNDARY AMENDMENT FUNDING AGREEMENT (“Agreement”) is made and entered into this 10th day of November, 2020, by and between:

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida (the “**District**”), and

LAKE NONA LAND COMPANY, LLC, a Florida limited liability company, (the “**Developer**”).

RECITALS

WHEREAS, the District is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), by the City of Orlando, Florida (the “**City**”) by passage of an ordinance bearing document number 030224701, as amended by ordinances bearing document numbers 0602131004, 0805191001 and Ordinance No. 2016-74, each effectively amending the boundaries of the District (collectively, the “**Ordinance**”); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, roads, roadway, drainage collection and water management systems, bridges, water supply and distribution systems, wastewater and reuse systems, street-lighting systems, and open space and conservation areas; and

WHEREAS, the District presently consists of 1,206.324 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District currently provides infrastructure systems, facilities, and services to the lands within the District, and

WHEREAS, the Developer has approached the District and requested the District petition to amend its boundaries in an effort to facilitate development of the overall lands as a functionally interrelated community and to promote compact and economical development; and

WHEREAS, the amendment proposed by the Developer is within the amendment size restrictions contained within Section 190.046(1), *Florida Statutes*, and will result in the contraction of 389.8 acres, more or less; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in the Act, which processes include the preparation of a

petition to the City of Orlando and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to the Act, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff (“**District Staff**”), to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, any such work shall only be performed in accord with the authorizations of the District’s Board of Supervisors; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors; and

WHEREAS, the Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

NOW, therefore, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District Staff to assist in the boundary amendment process and proceedings. The Developer will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking an amendment to the boundaries of the District in accord with the Act. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to the Act, and with the prosecution of the procedural requirements detailed in the Act, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from the Developer for reimbursement as described in Paragraph One (1) of this Agreement. The District shall not reimburse the Developer for funds made available to the District under this Agreement.

3. DEFAULT. 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.

4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Developer: Lake Nona Land Company, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attn: _____

B. If to District: Greenway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Tucker F. Mackie

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties.

Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, 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 parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; 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 parties to this Agreement and their respective representatives, successors, and assigns.

10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

15. SOVEREIGN IMMUNITY. Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such

counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS THEREOF, the parties execute this agreement the day and year first written above.

Attest:

GREENWAY IMPROVEMENT DISTRICT

Assistant Secretary

Chairman, Board of Supervisors

LAKE NONA LAND COMPANY, LLC, a Florida
limited liability company

Witness

By: _____
Name: _____
Title: _____

GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2021-02,
Authorizing Boundary Contraction**

RESOLUTION NO. 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENWAY IMPROVEMENT DISTRICT DIRECTING THE CHAIRMAN AND ALL DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF ORLANDO, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Greenway Improvement District ("District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), by the City of Orlando, Florida ("City") by passage of an ordinance bearing document number 030224701, as amended by ordinances bearing document numbers 0602131004, 0805191001 and Ordinance No. 2016-74, each effectively amending the boundaries of the District (collectively, the "Ordinance"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, roads, roadway, drainage collection and water management systems, bridges, water supply and distribution systems, wastewater and reuse systems, recreational facilities, street-lighting systems, and open space and conservation areas; and

WHEREAS, the District presently consists of 1,206.324 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the primary landowner within the District, Lake Nona Land Company, LLC, a Florida limited liability company ("Developer"), has approached the District and requested the District petition to amend its boundaries to remove the property described in the attached **Exhibit A** in an effort to facilitate development of the overall lands as a functionally interrelated community and to promote compact and economical development of lands; and

WHEREAS, the proposed amendment to the District's boundaries would result in a net contraction of 389.8 acres, more or less, and is within the amendment size restrictions contained within Section 190.046(1), *Florida Statutes*; and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District is amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District Staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board; and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City of Orlando, the holding of a local hearing in accordance with Section 190.046(1), *Florida Statutes*, and such other actions as are necessary in furtherance of the boundary amendment process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE GREENWAY IMPROVEMENT
DISTRICT:**

SECTION 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the City of Orlando to seek the amendment of the District's boundaries to remove the property described in the attached **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 10th day of November, 2020.

ATTEST:

GREENWAY IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

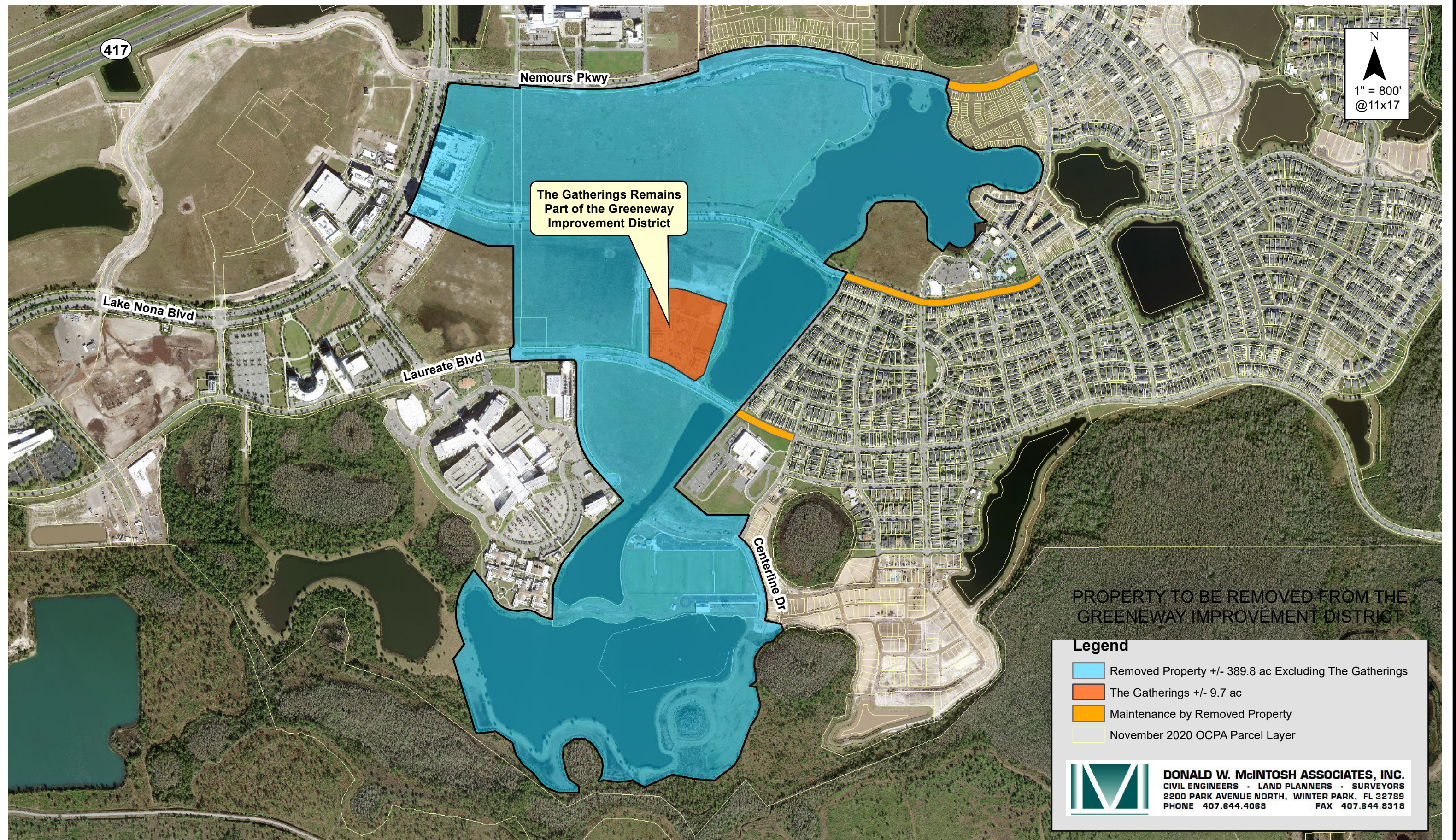


Exhibit A

GREENEWAY IMPROVEMENT DISTRICT

**Requisition Nos. 2018-101 & 2018-102 Approved in
October 2020 in an amount totaling \$4,438.00**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from October 1, 2020 through October 31, 2020. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
S2018-101	Hopping Green & Sams	\$188.00
S2018-102	Innovations Design Group	\$4,250.00
		\$4,438.00

EXHIBIT A

GREENEWAY IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 2, 2020	REQUISITION NO:	101
PAYEE:	Hopping Green & Sams	AMOUNT DUE:	\$188.00
ADDRESS:	119 S. Monroe St., Ste. 300 PO Box 6526 Tallahassee, FL 32314	FUND:	Acquisition/Construction
ITEM:	Invoice 117427 for Project Construction Through 08/31/2020		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY: 

DISTRICT ENGINEER Jeffrey J. Newton, PE 10/5/20

RECEIVED

By Amanda Lane at 8:34 am, Oct 07, 2020

EXHIBIT A

GREENEWAY IMPROVEMENT DISTRICT REQUISITION FOR PAYMENT AND 2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	October 2, 2020	REQUISITION NO:	102
PAYEE:	Innovations Design Group	AMOUNT DUE:	\$4,250.00
ADDRESS:	1200 Hillcrest St. Ste. 305 Orlando, FL 32803	FUND:	Acquisition/Construction
ITEM:	Invoice 18507 for Job 18049 (Centerline Drive) Construction Documents Through 07/29/2020		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY: 

DISTRICT ENGINEER Jeffrey J. Newton, PE 10/5/20

RECEIVED

By Amanda Lane at 8:34 am, Oct 07, 2020

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in October 2020 in an amount totaling \$62,717.93**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$62,717.93**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Greenway Improvement District
AP Check Register (Current by Bank)
Check Dates: 10/1/2020 to 10/31/2020

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
2982	10/06/20	P	DONMC	Donald W. McIntosh Associates	\$500.00
2983	10/06/20	P	HGS	Hopping Green & Sams	\$173.25
2984	10/13/20	P	BERMAN	Berman Construction LLC	\$3,000.01
2985	10/13/20	P	CEPRA	Cepra Landscape	\$3,857.06
2986	10/13/20	P	DOWNTON	Down to Earth Landscape & Irr	\$353.69
2987	10/13/20	P	HGS	Hopping Green & Sams	\$1,339.50
2988	10/13/20	P	ORLS	Orlando Sentinel	\$331.25
2989	10/19/20	P	DEO	Dept. of Economic Opportunity	\$175.00
2990	10/19/20	P	PFMGC	PFM Group Consulting	\$3,343.63
2991	10/19/20	P	VGLOBA	VGlobalTech	\$425.00
2992	10/21/20	P	TRUSTE	US Bank as Trustee for Greenew	\$9,532.68
2993	10/26/20	P	AAIKIN	Amanda Aikins	\$200.00
2994	10/26/20	P	CEPRA	Cepra Landscape	\$18,515.75
2995	10/26/20	P	DOWNTON	Down to Earth Landscape & Irr	\$3,973.67
2996	10/26/20	P	ORLS	Orlando Sentinel	\$331.25
2997	10/26/20	P	RLEVEY	Richard Levey	\$200.00
2998	10/26/20	P	SEF	Special Event Floral	\$6,075.00
BANK SUN REGISTER TOTAL:					\$52,326.74
GRAND TOTAL :					\$52,326.74

42,794.06	Checks 2982-2991, 2993-2998
9,532.68	Check 2992 - Debt service paid
282.08	PA 457 - OCU paid online
11,868.40	PA 460 - OUC paid online
7,773.39	Sep. ICM exp. paid to Boggy Creek
72,250.61	Total cash spent
62,717.93	O&M cash spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT

** Denotes broken check sequence.

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #454

8/28/2020

Item No.	Payee	Invoice Number	General Fund
1	Cepira Landscape		
	Section 1 Doisy M.I. and Repairs	18489	\$ 1,555.00
	Section 1 Plant Replacement	18517	\$ 11,004.80
2	Down To Earth		
	Clocks 24, 25, 26, 27 Repairs	74049	\$ 320.00
TOTAL			\$ 12,879.80

Jennifer L. Walden

Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 11:01 am, Sep 01, 2020

J. K.
9/1/20

GREENEWAY IMPROVEMENT DISTRICT

Construction Funding Request #012

9/4/2020

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates BUILD Grant Assistance Through 08/14/2020	40164	\$ 500.00
		TOTAL	\$ 500.00

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Saturday, September 5, 2020 12:36 PM
To: Amanda Lane; AccountsPayable; Damon Ventura
Subject: RE: Greeneway - FR #12

EXTERNAL EMAIL: Use care with links and attachments.

GID Funding Req. #12 is approved for processing.

KDS
Kaufmann Development Services, LLC
Larry Kaufmann
(407) 448-6592
lkaufmann@tavistock.com

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, September 4, 2020 4:03 PM
To: AccountsPayable <accountspayable@tavistock.com>; Damon Ventura <dventura@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Greeneway - FR #12

EXTERNAL E-MAIL

Please see attached for Greeneway FR #12 for \$500.00.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (direct phone 407.723.5925) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

GREENEWAY IMPROVEMENT DISTRICT

Construction Funding Request #013

9/18/2020

Item No.	Payee	Invoice Number	General Fund
1	Hopping Green & Sams Build Grant Counsel Through 07/31/2020	116792	\$ 173.25
		TOTAL	\$ 173.25

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Friday, September 18, 2020 1:37 PM
To: Amanda Lane; AccountsPayable; Damon Ventura
Subject: RE: Greeneway - FR #13
Attachments: GID FR #013.pdf

EXTERNAL EMAIL: Use care with links and attachments.

GID FR# 013 is approved for processing.

KDS
Kaufmann Development Services, LLC
Larry Kaufmann
(407) 448-6592
lkaufmann@tavistock.com

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, September 18, 2020 10:22 AM
To: AccountsPayable <accountspayable@tavistock.com>; Damon Ventura <dventura@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Greeneway - FR #13

EXTERNAL E-MAIL

Please see attached for Greeneway FR #13 for \$173.25.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (direct phone 407.723.5925) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #459

10/2/2020

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Berman Construction			
	October Administrator Services	8606	\$ 1,333.34	FY 2021
	October Irrigation Specialist Services	8606	\$ 1,666.67	FY 2021
2	Ceptra Landscape			
	Controller 19 Valve Replacement	19461	\$ 420.00	FY 2020
	October Nemours Phase 6 & Centerline Maintenance	19705	\$ 2,514.00	FY 2021
	October Section 1 Maintenance	19707	\$ 4,010.75	FY 2021
	October Section 2 Maintenance	19708	\$ 10,436.00	FY 2021
	Controllers 18, 19, 20, 21, 22 Repairs	19791	\$ 1,139.00	FY 2020
	Section 2 M.I. and Repairs	19792	\$ 2,035.20	FY 2020
	Section 1 Doisy Repairs	19796	\$ 262.86	FY 2020
3	Down To Earth			
	Clocks 24, 25, 26, 27 Repairs	76096	\$ 353.69	FY 2020
4	Hopping Green & Sams			
	General Counsel Through 08/31/2020	117426	\$ 1,339.50	FY 2020
5	Orlando Sentinel			
	Legal Advertising Through 09/14/2020 (Ad: 6763110)	OSC25548180	\$ 331.25	FY 2020

TOTAL

\$25,842.26

5,881.50

FY 2020

19,960.76

FY 2021

Jennifer L. Walden

Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 2:31 pm, Oct 05, 2020

Jenker
10/4/20

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #460

10/9/2020

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Boggy Creek Improvement District September ICM Expenses	ICM2020-12	\$ 7,773.39	FY 2020
2	Florida Department of Economic Opportunity FY 2020 / 2021 Special District Fee	82943	\$ 175.00	FY 2021
3	OUC Acct: 8795843030 ; Service 09/01/2020 - 10/02/2020	—	\$ 11,868.40	FY 2020
4	PFM Group Consulting Reimbursables: September	OE-EXP-01125	\$ 10.30	FY 2020
5	VGlobalTech October Website Maintenance	1994	\$ 125.00	FY 2021
	July - September ADA Audit	2051	\$ 300.00	FY 2020

TOTAL

\$20,252.09

19,952.09

FY 2020

300.00

FY 2021

Hymie Mullins

Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 3:16 pm, Oct 13, 2020

Jay [Signature]
10/12/20

GREENWAY IMPROVEMENT DISTRICT

Payment Authorization #461

10/16/2020

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Down to Earth Landscape & Irrigation October Landscaping	77375	\$ 3,973.67	FY 2021
2	Orange County Utilities 9987 Laureate Boulevard ; Service 09/16/2020 - 09/30/2020	--	\$ 120.74	FY 2020
	9987 Laureate Boulevard ; Service 10/01/2020 - 10/15/2020	--	\$ 120.74	FY 2021
3	PFM Group Consulting DM Fee: October 2020	DM-10-2020-0013	\$ 3,333.33	FY 2021

TOTAL \$ 7,548.48

120.74	FY 2020
7,427.74	FY 2021

Jennifer L. Walden

Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 10:37 am, Oct 19, 2020

Jay [Signature]
10/17/20

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #462

10/23/2020

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Orlando Sentinel Legal Advertising: FY 2021 Meeting Schedule	OSC26477752	\$ 331.25	FY 2021
2	Special Event Floral Holiday Decorations	20-138	\$ 5,325.00	FY 2021
	Holiday Decorations	20-145	\$ 750.00	FY 2021
3	Supervisor Fees - 10/20/2020 Meeting Amanda Aikins	--	\$ 200.00	FY 2021
	Richard Levey	--	\$ 200.00	FY 2021

TOTAL \$ 6,806.25

-	FY 2020
6,806.25	FY 2021

Lynne Mallins

Secretary/Assistant Secretary

Chairperson

Jay K. B.
10/26/20

RECEIVED

By Amanda Lane at 1:21 pm, Oct 26, 2020

GREENEWAY IMPROVEMENT DISTRICT

Work Authorizations/Proposed Services
(if applicable)

LIST - WORKS - LIST FOR LANDSCAPE ARCHITECTS

November 9

August

hardscape



BERMAN

Date: of proposal: October 21, 2020
Client: PFM Group Consulting LLC
Project: Greenway Improvement District
Scope: Pressure Wash

Berman proposes to furnish all labor and materials for the following scope of work:

A) Pressure Washing- Pressure wash 11 stone columns/monuments throughout district.

Pressure washing shall be with 3500psi hot water chemical injected vehicle -trailer mounted unit, capable of holding up to 300 gallons of water at a time and with 2 Berman workers.

All surfaces shall be treated prior to washing.

Monuments Pressure Washing Line Item Cost \$3,850.00

B) Large Bridge Pressure Washing- Pressure wash columns and both sides of stone on large bridge.

Pressure washing shall be with 3500psi hot water chemical injected vehicle-trailer mounted unit, capable of holding up to 300 gallons of water at a time and with 2 Berman workers. Workers will propel off side in order clean side over water.

All surfaces shall be treated prior to washing.

Large Bridge Pressure Washing Line Item Cost \$1,800.00

C) Small Bridge Pressure Washing- Pressure wash columns and both sides of stone on small bridge.

Pressure washing shall be with 3500psi hot water chemical injected vehicle-trailer mounted unit, capable of holding up to 300 gallons of water at a time and with 2 Berman workers.

All surfaces shall be treated prior to washing.

Small Bridge Pressure Washing Line Item Cost \$900.00

Total Cost for Pressure Washing and Sealing \$6,550.00



BERMAN

Estimated Time of Completion- Work will be completed in the most expedient time frame possible.

Payment Schedule: TBD

Additional Notes:

Berman Construction State of Florida CGC # 1518721

All labor work is guaranteed for 1 year. Any work defects due to poor craftsmanship will be repaired at contractor's expense. Any defect or poor craftsmanship of an installed product will be subject to manufacturer's warranty. If any dispute arises as a result of this contract, then parties agree to seek binding arbitration as outlined by State of FL contracting policies. Berman Property Maintenance & Construction/ Berman Construction LLC is not responsible for damage to personal property as a result of accepted construction practices and such was not caused from negligent behavior or practices.

Revision and Approval Policy: Please contact our office upon receipt and approval of this contract, and any questions you might have. Should you accept the terms outlined above please sign below and return. We can then schedule your services at that time. This proposal will become binding once executed by both parties.

Agent for owner (print name and signature)

Berman Property Maintenance & Construction
By, Martin Berman, Chairman & Chief Executive Officer

GREENEWAY IMPROVEMENT DISTRICT

**District's Financial Position and
Budget to Actual YTD**

Greenway Improvement District
Statement of Financial Position
As of 10/31/2020

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$16,627.45				\$16,627.45
State Board of Administration	1,518.62				1,518.62
Accounts Receivable - Due from Developer	1,812.50				1,812.50
Due From Other Funds	1,200.00				1,200.00
Deposits	1,625.58				1,625.58
Infrastructure Capital Reserve	54,219.38				54,219.38
Interchange Maintenance Reserve	18,937.09				18,937.09
Debt Service Reserve (Series 2013)		\$3,478,503.13			3,478,503.13
Debt Service Reserve (Series 2018)		546,244.52			546,244.52
Revenue (Series 2013)		13,304.72			13,304.72
Interest (Series 2013)		1,203,350.00			1,203,350.00
Interest (Series 2018)		633.58			633.58
Prepayment (Series 2013)		3,741.97			3,741.97
General Checking Account			\$7,073.76		7,073.76
Accounts Receivable - Due from Developer			16,200.00		16,200.00
Acquisition/Construction (Series 2013)			88,982.19		88,982.19
Acquisition/Construction (Series 2018)			1,150.10		1,150.10
Total Current Assets	\$95,940.62	\$5,245,777.92	\$113,406.05	\$0.00	\$5,455,124.59
<u>Investments</u>					
Amount Available in Debt Service Funds				\$5,245,777.92	\$5,245,777.92
Amount To Be Provided				41,714,222.08	41,714,222.08
Total Investments	\$0.00	\$0.00	\$0.00	\$46,960,000.00	\$46,960,000.00
Total Assets	\$95,940.62	\$5,245,777.92	\$113,406.05	\$46,960,000.00	\$52,415,124.59
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$6,720.93				\$6,720.93
Due To Other Governmental Units	10,019.41				10,019.41
Deferred Revenue	1,812.50				1,812.50
Accounts Payable			\$1,150.00		1,150.00
Retainage Payable			460,902.12		460,902.12
Due To Other Funds			1,200.00		1,200.00
Deferred Revenue			16,200.00		16,200.00
Total Current Liabilities	\$18,552.84	\$0.00	\$479,452.12	\$0.00	\$498,004.96
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$46,960,000.00	\$46,960,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$46,960,000.00	\$46,960,000.00
Total Liabilities	\$18,552.84	\$0.00	\$479,452.12	\$46,960,000.00	\$47,458,004.96
<u>Net Assets</u>					
Net Assets, Unrestricted	\$140,290.09				\$140,290.09
Current Year Net Assets, Unrestricted	(62,902.31)				(62,902.31)
Net Assets, Unrestricted		\$4,523,304.33			4,523,304.33
Current Year Net Assets, Unrestricted		722,473.59			722,473.59
Net Assets, Unrestricted			(\$370,498.42)		(370,498.42)
Current Year Net Assets, Unrestricted			4,452.35		4,452.35
Total Net Assets	\$77,387.78	\$5,245,777.92	(\$366,046.07)	\$0.00	\$4,957,119.63
Total Liabilities and Net Assets	\$95,940.62	\$5,245,777.92	\$113,406.05	\$46,960,000.00	\$52,415,124.59

Greenway Improvement District
Statement of Activities
As of 10/31/2020

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Revenues</u>					
Other Assessments		\$722,101.94			\$722,101.94
Inter-Fund Group Transfers In		(14.26)			(14.26)
Debt Proceeds		385.91			385.91
Inter-Fund Transfers In			\$14.26		14.26
Debt Proceeds			4,438.00		4,438.00
Total Revenues	<u>\$0.00</u>	<u>\$722,473.59</u>	<u>\$4,452.26</u>	<u>\$0.00</u>	<u>\$726,925.85</u>
<u>Expenses</u>					
Supervisor Fees	\$400.00				\$400.00
Public Officials' Liability Insurance	2,415.00				2,415.00
Trustee Services	3,362.70				3,362.70
Management	3,333.33				3,333.33
Assessment Administration	7,500.00				7,500.00
Legal Advertising	331.25				331.25
Web Site Maintenance	125.00				125.00
Holiday Decorations	6,075.00				6,075.00
Dues, Licenses, and Fees	175.00				175.00
Water Reclaimed	120.74				120.74
General Insurance	2,717.00				2,717.00
Property & Casualty	3,551.00				3,551.00
Landscaping Maintenance & Material	20,934.42				20,934.42
IME - Aquatics Maintenance	300.60				300.60
IME - Landscaping	7,272.24				7,272.24
IME - Miscellaneous	1,296.00				1,296.00
Personnel Leasing Agreement	3,000.01				3,000.01
Total Expenses	<u>\$62,909.29</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$62,909.29</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$6.98				\$6.98
Interest Income			\$0.09		0.09
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$6.98</u>	<u>\$0.00</u>	<u>\$0.09</u>	<u>\$0.00</u>	<u>\$7.07</u>
Change In Net Assets	(\$62,902.31)	\$722,473.59	\$4,452.35	\$0.00	\$664,023.63
Net Assets At Beginning Of Year	<u>\$140,290.09</u>	<u>\$4,523,304.33</u>	<u>(\$370,498.42)</u>	<u>\$0.00</u>	<u>\$4,293,096.00</u>
Net Assets At End Of Year	<u><u>\$77,387.78</u></u>	<u><u>\$5,245,777.92</u></u>	<u><u>(\$366,046.07)</u></u>	<u><u>\$0.00</u></u>	<u><u>\$4,957,119.63</u></u>

Greeneway Improvement District

Budget to Actual

For the Month Ending 10/31/2020

	Actual	Budget	Variance	FY 2021 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ -	\$ 44,923.36	\$ (44,923.36)	\$ 539,080.28
Off-Roll Assessments	-	31,007.30	(31,007.30)	372,087.57
Net Revenues	\$ -	\$ 75,930.66	\$ (75,930.66)	\$ 911,167.85
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 400.00	\$ 600.00	\$ (200.00)	\$ 7,200.00
Financial & Administrative				
Public Officials' Liability Insurance	2,415.00	212.50	2,202.50	2,550.00
Trustee Services	3,362.70	750.00	2,612.70	9,000.00
Management	3,333.33	3,333.33	-	40,000.00
District Engineering	-	833.33	(833.33)	10,000.00
Dissemination Agent	-	416.67	(416.67)	5,000.00
Property Appraiser	-	141.67	(141.67)	1,700.00
District Counsel	-	2,500.00	(2,500.00)	30,000.00
Assessment Administration	7,500.00	625.00	6,875.00	7,500.00
Reamortization Schedules	-	20.83	(20.83)	250.00
Audit	-	416.67	(416.67)	5,000.00
Travel and Per Diem	-	25.00	(25.00)	300.00
Telephone	-	4.17	(4.17)	50.00
Postage & Shipping	-	83.33	(83.33)	1,000.00
Copies	-	208.33	(208.33)	2,500.00
Legal Advertising	331.25	625.00	(293.75)	7,500.00
Miscellaneous	-	425.03	(425.03)	5,100.00
Property Taxes	-	83.33	(83.33)	1,000.00
Web Site Maintenance	125.00	225.00	(100.00)	2,700.00
Holiday Decorations	6,075.00	666.67	5,408.33	8,000.00
Dues, Licenses, and Fees	175.00	20.83	154.17	250.00
Total General & Administrative Expenses	\$ 23,717.28	\$ 12,216.69	\$ 11,500.59	\$ 146,600.00

Greeneway Improvement District
 Budget to Actual
 For the Month Ending 10/31/2020

	Actual	Budget	Variance	FY 2021 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ -	\$ 750.00	\$ (750.00)	\$ 9,000.00
Water-Sewer Combination Services				
Water Reclaimed	120.74	3,333.33	(3,212.59)	40,000.00
Other Physical Environment				
General Insurance	2,717.00	245.83	2,471.17	2,950.00
Property & Casualty Insurance	3,551.00	583.33	2,967.67	7,000.00
Other Insurance	-	12.50	(12.50)	150.00
Irrigation Repairs	-	3,333.33	(3,333.33)	40,000.00
Landscaping Maintenance & Material	20,934.42	22,486.33	(1,551.91)	269,836.00
Tree Trimming	-	3,333.33	(3,333.33)	40,000.00
Flower & Plant Replacement	-	3,333.33	(3,333.33)	40,000.00
Contingency	-	1,749.35	(1,749.35)	20,992.22
Pest Control	-	395.00	(395.00)	4,740.00
Hurricane Cleanup	-	1,666.67	(1,666.67)	20,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	300.60	318.00	(17.40)	3,816.00
IME - Irrigation Repairs	-	900.00	(900.00)	10,800.00
IME - Landscaping	7,272.24	7,272.24	-	87,266.88
IME - Lighting	-	150.00	(150.00)	1,800.00
IME - Miscellaneous	1,296.00	150.00	1,146.00	1,800.00
IME - Water Reclaimed	-	225.00	(225.00)	2,700.00
Road & Street Facilities				
Entry and Wall Maintenance	-	250.00	(250.00)	3,000.00
Hardscape Maintenance	-	416.67	(416.67)	5,000.00
Streetlights	-	8,364.17	(8,364.17)	100,370.08
Accent Lighting	-	166.67	(166.67)	2,000.00
Parks & Recreation				
Personnel Leasing Agreement	3,000.01	3,000.00	0.01	36,000.00
Reserves				
Infrastructure Capital Reserve	-	1,850.00	(1,850.00)	22,200.00
Interchange Maintenance Reserve	-	262.22	(262.22)	3,146.67
	\$ 39,192.01	\$ 64,547.30	\$ (25,355.29)	\$ 774,567.85
Total Expenses	\$ 62,909.29	\$ 76,763.99	\$ (13,854.70)	\$ 921,167.85
Income (Loss) from Operations	\$ (62,909.29)	\$ (833.33)	\$ (62,075.96)	\$ (10,000.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 6.98	\$ 833.33	\$ (826.35)	\$ 10,000.00
Total Other Income (Expense)	\$ 6.98	\$ 833.33	\$ (826.35)	\$ 10,000.00
Net Income (Loss)	\$ (62,902.31)	\$ -	\$ (62,902.31)	\$ -

Greenway Improvement District
Cash Flow

Beg. Cash		FY 2020 Inflows	FY 2020 Outflows	FY 2021 Inflows	FY 2021 Outflows	End. Cash
10/1/2019	41,605.81	0.52	(5,789.07)	-	-	25,258.89
11/1/2019	25,258.89	348,644.10	(15,695.08)	-	-	358,112.27
12/1/2019	358,112.27	815,202.81	(644,551.24)	-	-	489,971.64
1/1/2020	489,971.64	814,629.24	(963,631.28)	-	-	317,672.69
2/1/2020	317,672.69	182,354.52	(278,177.70)	-	-	221,849.51
3/1/2020	221,849.51	316,541.37	(17,637.14)	-	-	520,753.74
4/1/2020	520,753.74	214,773.30	(421,081.36)	-	-	314,445.68
5/1/2020	314,445.68	35,333.02	(107,949.91)	-	-	241,828.79
6/1/2020	241,828.79	228,171.00	(156,783.70)	-	-	313,216.09
7/1/2020	313,216.09	37,962.76	(112,839.96)	-	-	238,338.89
8/1/2020	238,338.89	49,659.25	(83,850.72)	-	-	204,147.42
9/1/2020	204,147.42	9,182.91	(119,960.47)	-	(16,183.00)	77,186.86
10/1/2020	77,186.86	11,690.32	(37,876.60)	0.88	(34,374.01)	16,627.45
11/1/2020	16,627.45	-	-	-	(241.48)	16,385.97 as of 11/04/2020
Totals		3,064,145.12	(2,974,824.23)	0.88	(50,798.49)	

**Greenway Improvement District
Construction Tracking - early November**

Amount

Series 2013 Bond Issue	
Original Construction Fund	\$ 48,700,000.00
Additions (Interest, Transfers from DSR, etc.)	659,824.53
Cumulative Draws Through Prior Month	(49,270,842.34)
	=====
Construction Funds Available	\$ 88,982.19
Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Series 2013 Construction Funds Remaining	\$ 88,982.19

Series 2018 Bond Issue	\$ 24,000,000.00
Additions (Interest, Transfers from DSR, etc.)	105,014.53
Cumulative Draws Through Prior Month	(5,726,847.28)
	=====
Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Series 2018 Construction Funds Remaining	\$ 18,378,167.25

Current Committed Funding

Lake Nona South - Traffic Control Devices	\$ (54,546.10)
Lake Nona Nemours Parkway Phase 7 - Jr. Davis	(572,252.12)
	=====
Total Current Committed Funding	\$ (626,798.22)

Upcoming Committed Funding

Total Committed Funding	\$ (626,798.22)
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Net Uncommitted	17,840,351.22
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Highlighted projects are currently being billed and funded