

# **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 Greenway 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

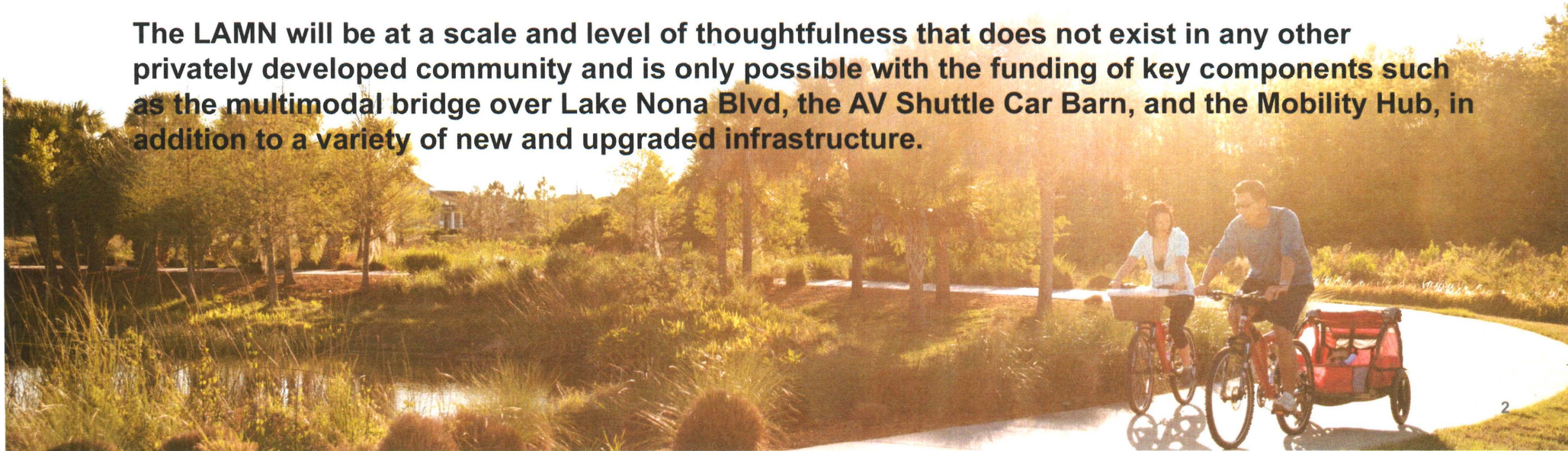




# LAMN Overview

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.



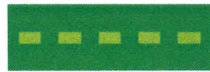


# PRIMARY COMPONENTS



## MOBILITY NETWORK

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



## GREENLINK

- 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



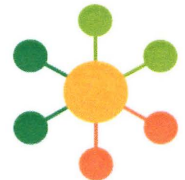
## GREENLINK BRIDGE

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



## CAR BARN

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



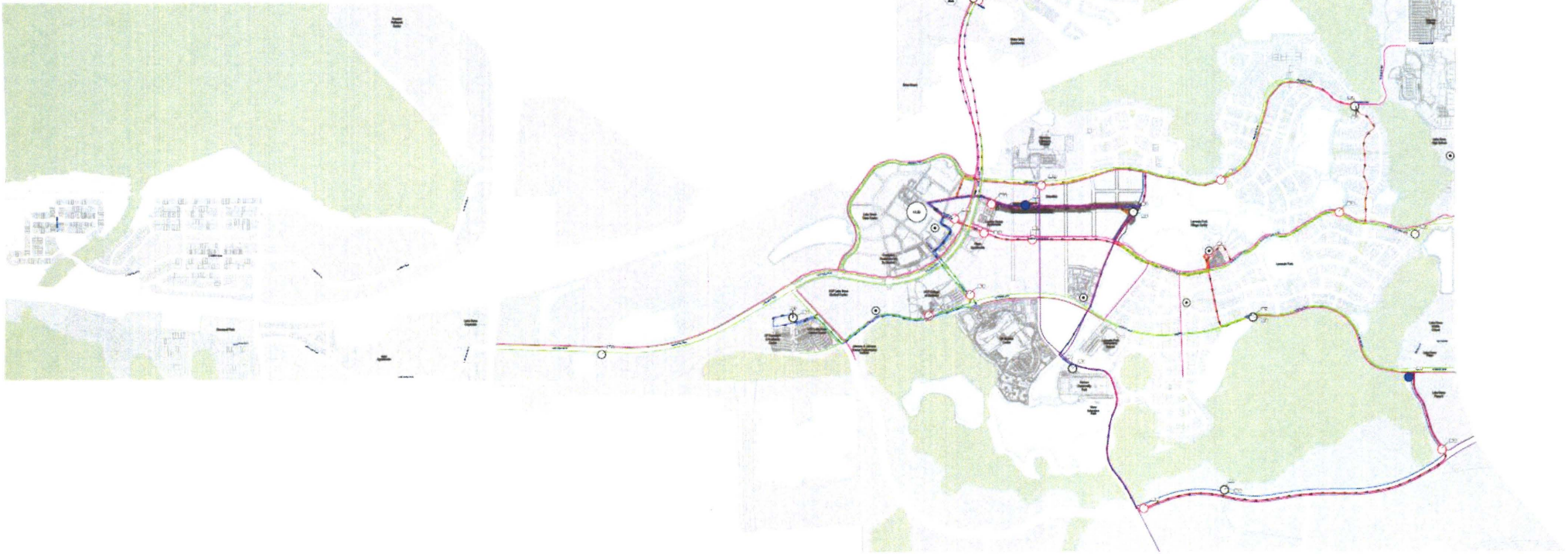
## MOBILITY HUB

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

# MICROMOBILITY NETWORK

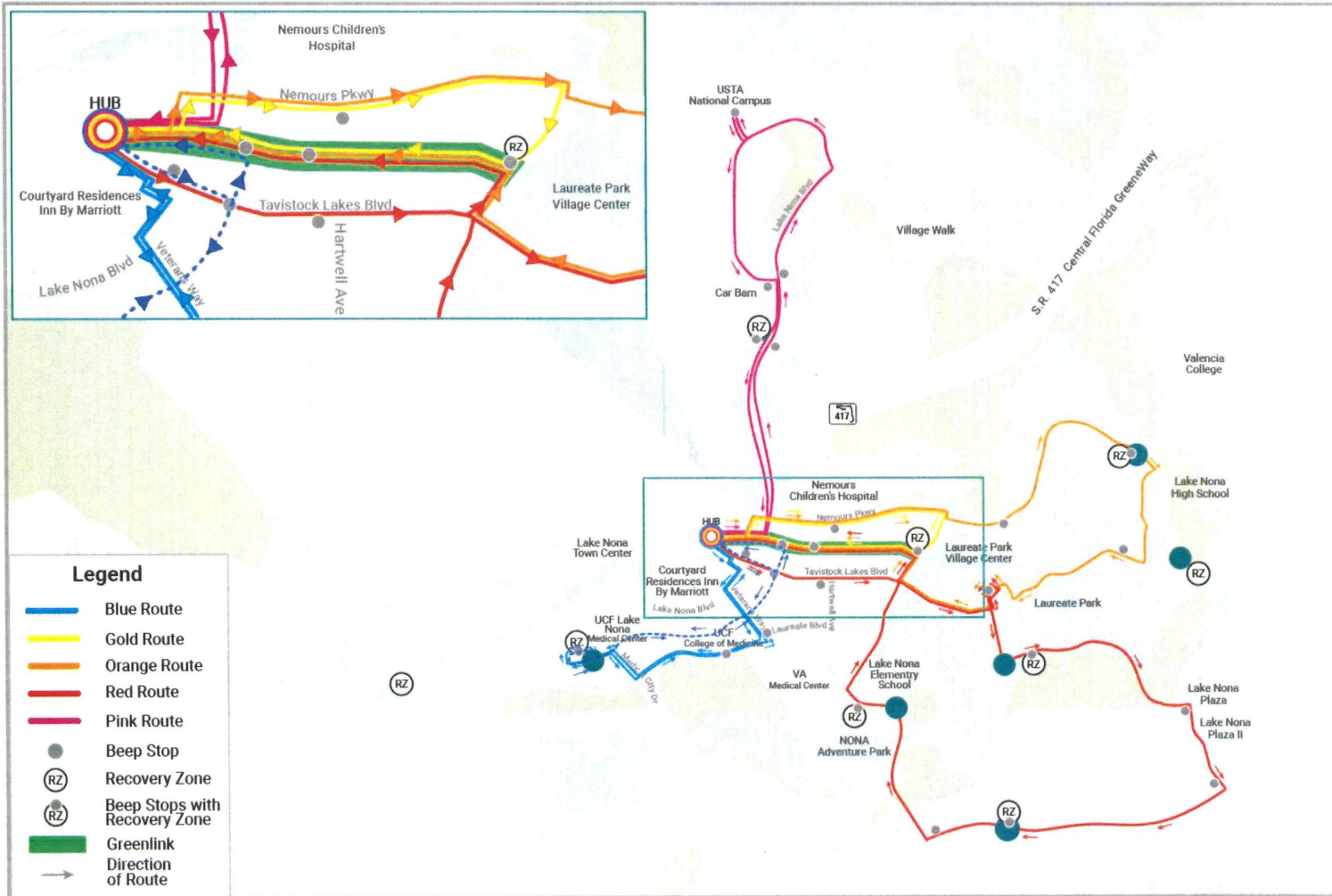
## MICROMOBILITY NETWORK

- 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

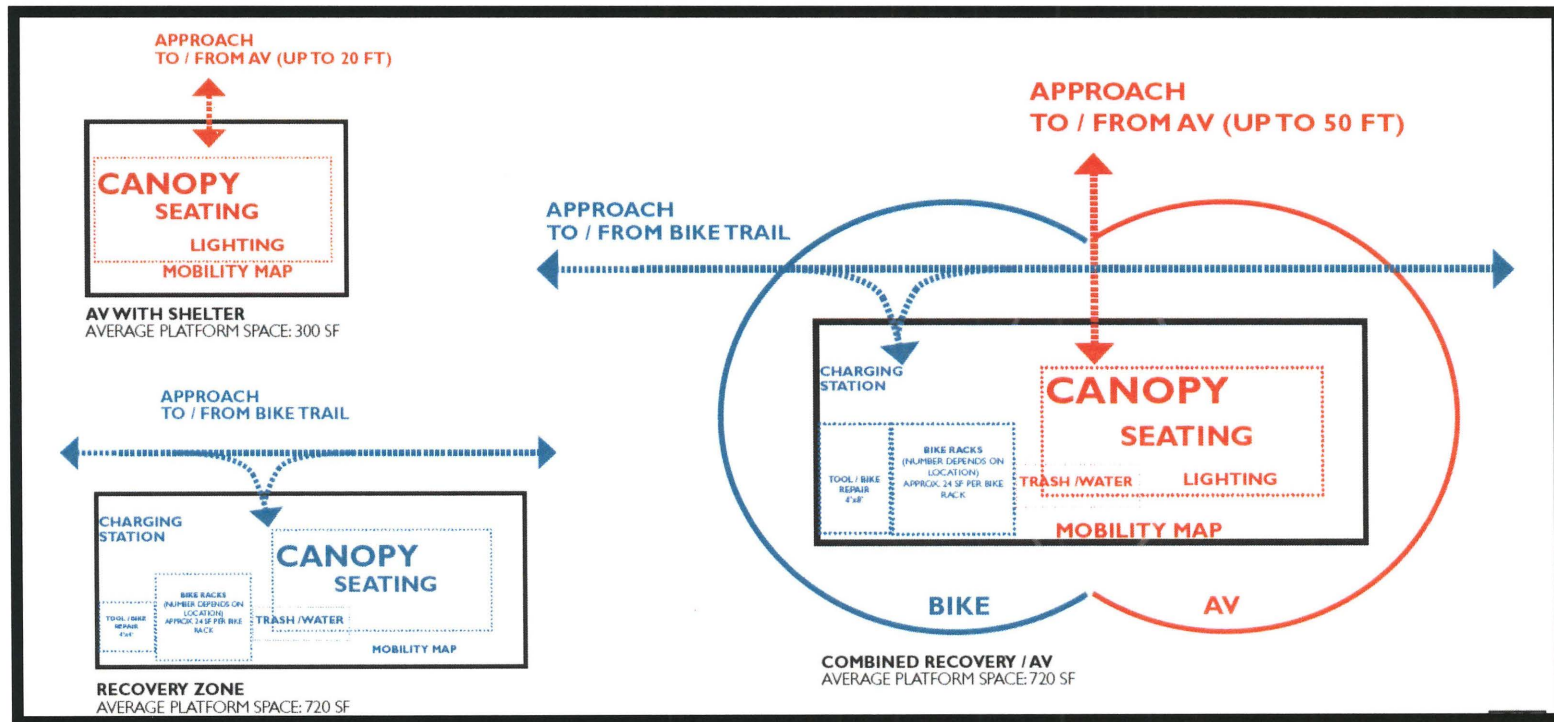
Of the 25 AV stops, 2 will be dedicated w/ shelter

## RECOVERY ZONES

9 total planned Recovery Zones

## COMBINED RECOVERY ZONES W/ AV STOPS

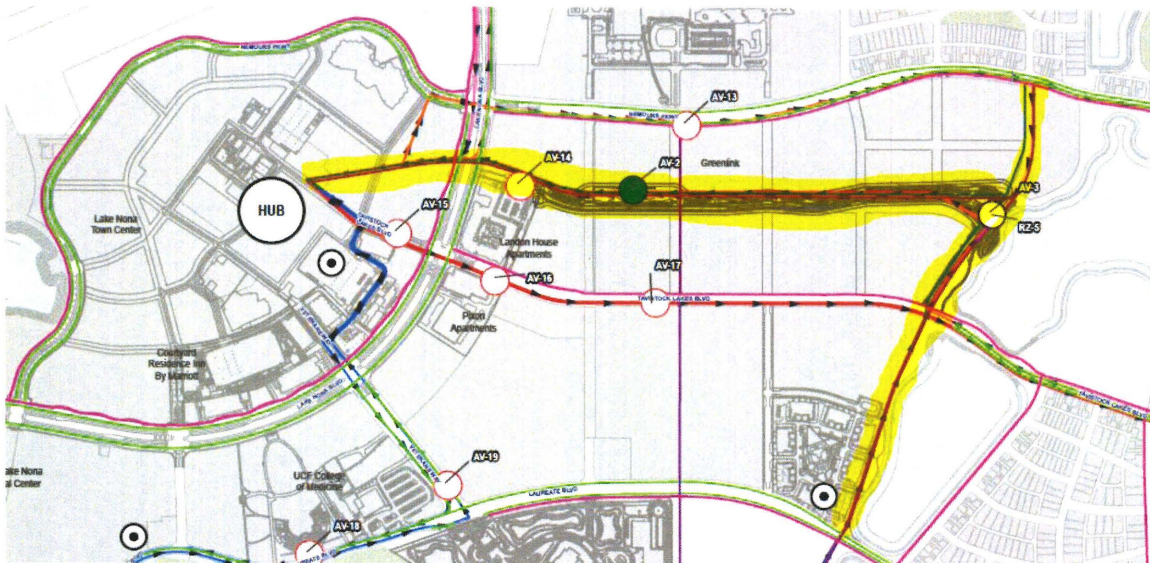
Of the 9 Recovery Zones, 2 will be combined with AV stops





# GREENLINK

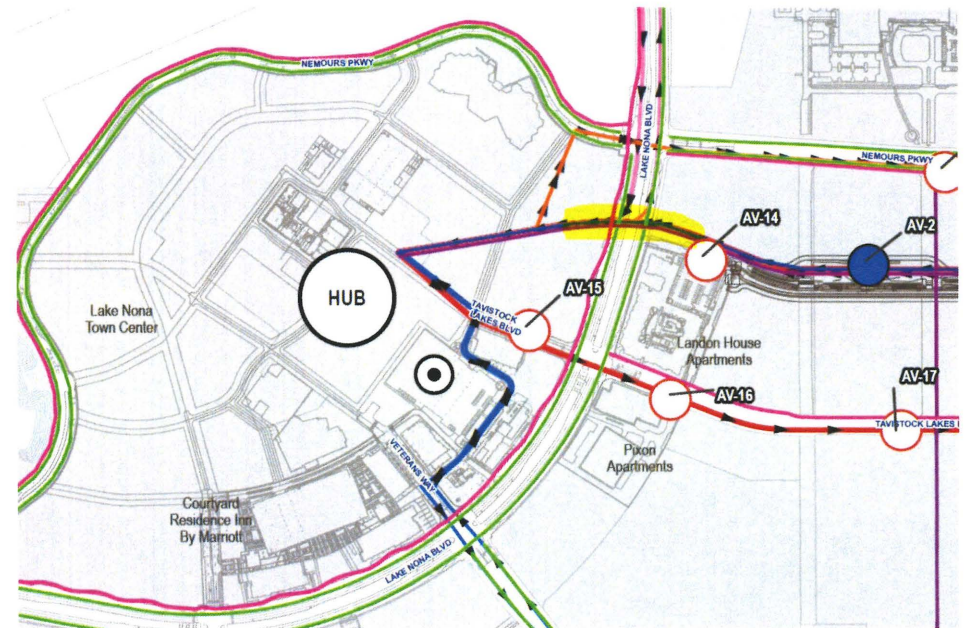
- Over 9000 LF linear park and mobility network
- Includes dedicated micromobility commuter way and pedestrian paths
- Introduces 9,000 LF of dedicated AV lanes:
  - 4,500 LF E-W along the Greenlink to the Mobility Hub
  - 4,500 LF N-S Lakeside Extension





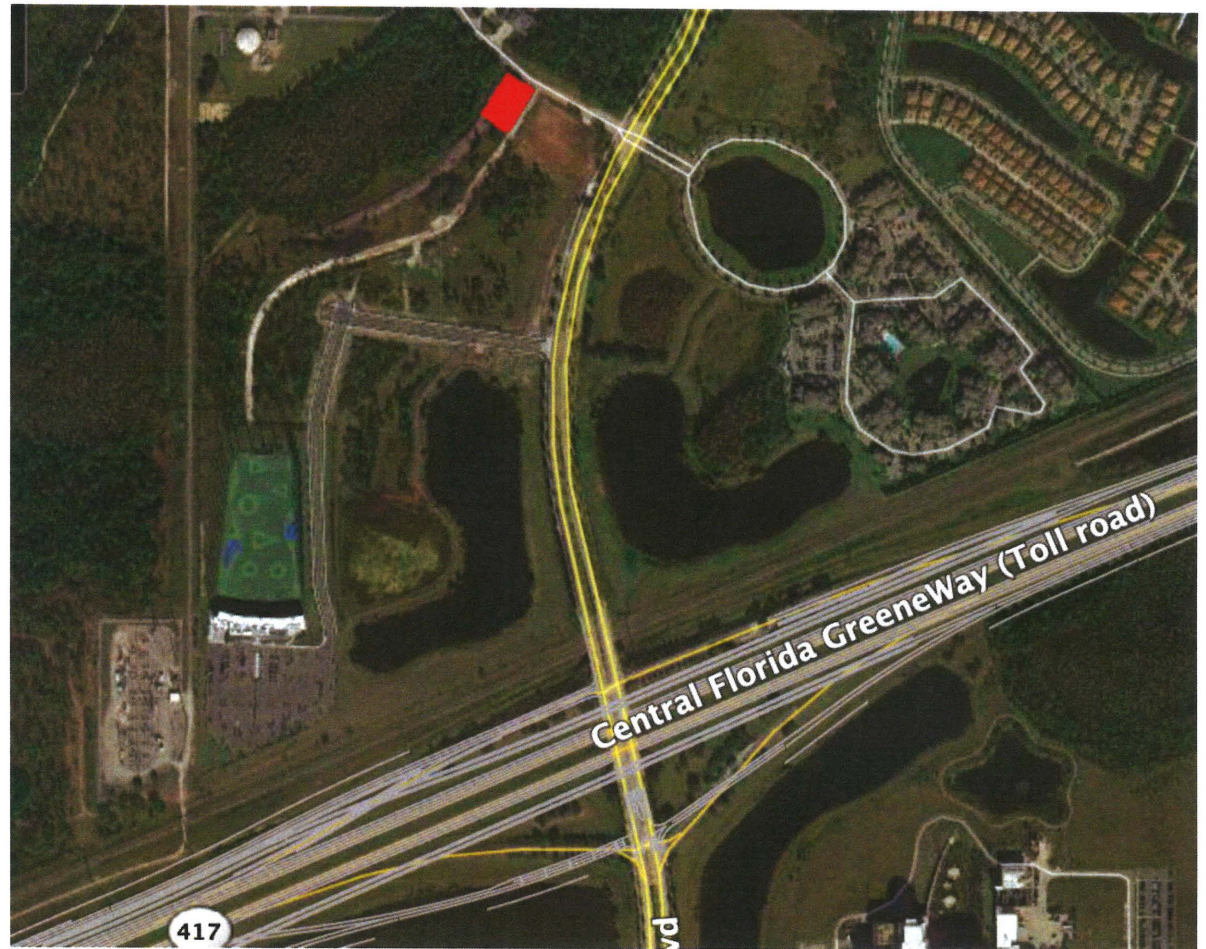
## GREENLINK BRIDGE

- 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)

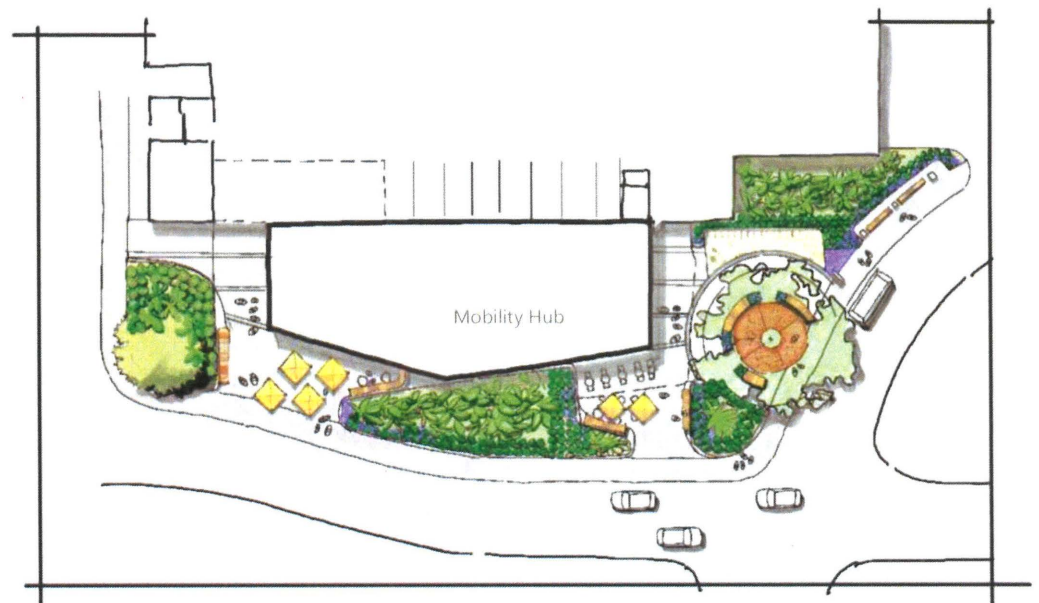
- 9,600 SF conditioned space
- 10 interior & 10 outdoor AV charging stations
- 4 interior maintenance bays
- Programming and calibration course





## 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 (“**Greenway**”), 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 Greenway 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 [REDACTED], 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	____%
Poitras 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 Poitras 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 Poitras East dispute the total amount budgeted by Boggy Creek, Myrtle Creek, Greeneway and/or Poitras 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 Poitras 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 Poitras 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, Greeneway 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 Greeneway, 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, Greeneway, Myrtle Creek and/or Poitras East shall pay the amount requested by Boggy Creek in the time frame set forth above. Greeneway, 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 Greeneway, 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: Greeneway Improvement District  
Board of Supervisors  
FROM: Donald W. McIntosh Associates, Inc.  
District Engineer  
RE: Construction Contract Status

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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**

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<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
						<b>\$6,312,276.78</b>			
<a href="#">1</a>	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	
<a href="#">2</a>	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	
<a href="#">3</a>	9/12/2019	Contract Calendar Extension - Add 60 Days	60	\$ -	Approved	\$ 6,486,601.75	9/17/2019	9/17/2019	
<a href="#">4</a>	9/19/2019	Landscaping and Irrigation Revisions		\$ 49,204.52	Approved	\$ 6,535,806.27	10/15/2019	10/15/2019	
<a href="#">5</a>	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	