

# Greenway Improvement District

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

[www.greenwayid.org](http://www.greenwayid.org)

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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, July 20, 2021 at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes 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](https://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 June 15, 2021 Board of Supervisors' Meeting

### Business Matters

- Consideration of Extending Existing Nemours Parkway Landscape and Irrigation Maintenance Services Agreement with Cepra (Section 1)
- Consideration of Extending Existing Tavistock Lakes Boulevard landscape and Irrigation Maintenance Services Agreement with Cepra (Section 2)
- Consideration of Extending Existing Laureate Boulevard Landscape and Irrigation Maintenance Services Agreement with Down to Earth (Section 3)
- 2. Termination of Interlocal Agreement between the District and the Poitras East Community Development District Regarding Construction of Centerline Drive Segment F (*provided under separate cover*)
- 3. Consideration of Fourth Amendment to Interlocal Agreement between the City of Orlando, Florida and the District Regarding the Exercise of Powers and Cooperation on Various Projects and Services
- 4. Ratification of Requisition Nos. 693-695 in June 2021 in an amount totaling \$10,927.41 (*provided under separate cover*)
- 5. Ratification of Operation and Maintenance Expenditures Paid in June 2021 in an amount totaling \$101,456.92 (*provided under separate cover*)
- 6. Recommendation of Work Authorizations/Proposed Services (*if applicable*)
- 7. Review of District's Financial Position and Budget to Actual YTD (*provided under separate cover*)

### Other Business

- A. Staff Reports
  - 1. District Counsel
  - 2. District Manager



3. District Engineer
  4. Construction Supervisor
  5. Landscape Supervisor
  6. Irrigation Supervisor
- B. Supervisor Requests

**Adjournment**



# **GREENEWAY IMPROVEMENT DISTRICT**

**Minutes of the June 15, 2021  
Board of Supervisors' Meeting**

# **GREENWAY IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES**

## **FIRST ORDER OF BUSINESS**

### **Roll Call to Confirm a Quorum**

The Board of Supervisors' Meeting for the Greenway Improvement District was called to order on Tuesday, June 15, 2021, at 3:01 p.m. at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827.

#### **Present:**

Chad Tinetti	Chairperson	
Karen Duerr	Vice-Chairperson	
Amanda Kost	Assistant Secretary	
Matthew Franko	Assistant Secretary	
Antoinette Munroe	Assistant Secretary	(via phone)

#### **Also attending:**

Jennifer Walden	PFM	
Lynne Mullins	PFM	(via phone)
Tucker Mackie	Hopping Green & Sams	
Deb Sier	Hopping Green & Sams	(via phone)
Jeff Newton	Donald W. McIntosh Associates	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Matt McDermott	Construction Committee Member (joined at 3:06 p.m.)	
Dan Byrnes	Tavistock	(via phone)

## **SECOND ORDER OF BUSINESS**

### **Public Comment Period**

Ms. Walden asked for any public comments. There were no comments at this time.

## **THIRD ORDER OF BUSINESS**

### **Consideration of the Minutes of the May 18, 2021, Board of Supervisors' Meeting**

The Board reviewed the minutes of the May 18, 2021, Board of Supervisors' Meeting.

On Motion by Ms. Duerr, second by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Minutes of the May 18, 2021, Board of Supervisors' Meeting.

## **FOURTH ORDER OF BUSINESS**

### **Review and Acceptance of Fiscal Year 2020 Audit**

Ms. Walden noted District staff reviewed the audit and provided comments. It was a standard and clean audit. There were no deficiencies in internal controls that would be considered material weaknesses. Ms. Walden requested a motion to accept the Fiscal Year 2020 audit.

On Motion by Ms. Duerr, second by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District accepted the Fiscal Year 2020 Audit.

## **FIFTH ORDER OF BUSINESS**

### **Request to Advertise an RFQ to Prequalify Contractors for District Infrastructure Projects**

Ms. Mackie stated that, under Florida Law, the District must go through public procurement procedures to obtain construction services over a statutory bid threshold amount. Historically, the District has prequalified contractors to be eligible to bid on District improvement contracts, with an initial three-year authorization and the ability to extend for two additional years. Now at the end of those five years, the Lake Nona sister districts would like to advertise a request for qualifications to pre-qualify contractors again.

During the prequalification process, the District requests various information that speaks to the contractor's ability to perform the work, including their personnel, their understanding of the scope, their references, and relevant work experience. The one item that is not requested is pricing. Once contractors are prequalified and the District has a construction project, the District can request bids from its prequalified contractors rather than issuing a request for proposals. Since those contractors are already deemed qualified, the District compares the price and sometimes the timing from those contractors, but does not need to consider other criteria. A lot of efficiencies are realized by utilizing the prequalified contractor process.

Ms. Mackie noted that, once Greenway is split and Midtown is established, she does not know how frequently the Greenway District will need to bid construction projects. However, since the sister Districts are also going through this prequalification process, she recommends that the Board to continue to include Greenway within that process. Mr. Newton stated the same process is done for the Myrtle District, even though it is largely built out. Ms. Mackie explained that, once the responses are received, the Construction Committee will review them and make recommendations to the Board. The Board will then have a chance to ask questions and review the packages themselves. Historically, the Board tends to rely on the expertise of the Construction Committee, who have significant development experience and have worked with the vendors who typically submit for the request.

Ms. Munroe asked if there is a minimum or maximum number of prequalified contractors that are targeted. Ms. Mackie responded that District staff makes the advertisement available to those that have prequalified in the past which is about six or seven. She added that some contractors may be new to the process and there may be some contractors who were prequalified before who decide not to go through the process this time. Depending on the responses received, the Board could decide that there were too few respondents and go through the process again. Mr. Kaufmann added that the list is about 10 contractors as some are qualified for specific scopes of work. Mr. Newton noted that there are some basic requirements like being approved with FDOT and having certain bonding capacity. He also noted that his office gets regular phone calls from contractors wanting to do business with the District and they put them on a list to receive notification once the District begins the prequalification process. Ms. Mackie stated that there is no requirement that the District use vendors from the prequalified list. Instead, the District may issue an RFP if the Board feels other vendors should be considered.

Ms. Munroe asked where the advertisement is posted. Ms. Walden stated the RFQ is advertised in the Orlando Sentinel. Mr. Franko asked if the Construction Committee reviews the contractors across all the Districts so that there is uniformity and so each District does not have different

qualified contractors. Mr. Newton stated there will be one advertisement and one RFQ for all five Districts. The Construction Committee will review all the responses.

On Motion by Ms. Duerr, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District authorized District Staff to advertise an RFQ to Prequalify Contractors for District Infrastructure Projects.

#### **SIXTH ORDER OF BUSINESS**

#### **Ratification of Requisition Nos. 687-692 in May 2021 in an amount totaling \$26,421.37**

The Board reviewed Requisition Nos. 687-692 in May 2021 in an amount totaling \$26,421.37.

On Motion by Ms. Kost, second by Ms. Duerr, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 687-692 in May 2021 in an amount totaling \$26,421.37.

#### **SEVENTH ORDER OF BUSINESS**

#### **Ratification of Operation and Maintenance Expenditures Paid in May 2021 in an amount totaling \$53,354.92**

The Board reviewed Operation and Maintenance Expenditures Paid in May 2021 in an amount totaling \$53,354.92.

On Motion by Ms. Kost, second by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Operation and Maintenance Expenditures paid in May 2021 in an amount totaling \$53,354.92.

#### **EIGHTH ORDER OF BUSINESS**

#### **Recommendation of Work Authorizations/ Proposed Services**

Mr. Kaufmann stated there were no Work Authorizations for this District.

#### **NINTH ORDER OF BUSINESS**

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

Ms. Walden noted through May 2021 the District has total expenses of \$519,000.00 versus a budget of \$921,000.00. No action is required by the Board.

Ms. Munroe asked if there are any line items that are getting close to overspending on the budget. Ms. Walden stated there are some line items that come close to the budget and some over budget, but there are other line items that are significantly under so the expenses balance out. The District is on track with the budget.

## **TENTH ORDER OF BUSINESS**

### **Staff Reports**

District Counsel –

Ms. Mackie stated the Boundary Amendment hearing is scheduled for June 28, 2021. It should be effectuated by the next Board Meeting. She further spoke regarding one of the last items to be addressed in advance of that public hearing: the payoff of the existing bond debt secured by the property being removed. She also advised Ms. Walden to work with Mr. Thacker to understand what portions of existing Greenway maintenance contracts need to be switched to the Midtown District for the next fiscal year.

District Manager –

Ms. Walden noted the next meeting is scheduled for Tuesday, July 20, 2021, at the Courtyard Orlando Lake Nona.

District Engineer –

No Report

Construction Supervisor –

No Report

District Landscape Supervisor – No Report

## **ELEVENTH ORDER OF BUSINESS**

### **Supervisor Requests & Adjournment**

There were no Supervisor requests. Ms. Walden requested a motion to adjourn.

On Motion by Ms. Kost, second by Mr. Franko, with all in favor, the June 15, 2021 meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

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Secretary / Assistant Secretary

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Chairperson / Vice Chairperson

# **GREENEWAY IMPROVEMENT DISTRICT**

**Extending Existing Nemours Parkway Landscape  
and Irrigation Maintenance Services Agreement  
with Cepra (Section 1)**



# **GREENEWAY IMPROVEMENT DISTRICT**

**Extending Existing Tavistock Lakes Boulevard  
landscape and Irrigation Maintenance Services  
Agreement with Cepra (Section 2)**

# **GREENEWAY IMPROVEMENT DISTRICT**

**Extending Existing Laureate Boulevard  
Landscape and Irrigation Maintenance Services  
Agreement with Down to Earth (Section 3)**

# **GREENEWAY IMPROVEMENT DISTRICT**

**Termination of Interlocal Agreement between  
the District and the Poitras East Community  
Development District Regarding Construction  
of Centerline Drive Segment F  
*(provided under separate cover)***

# **GREENEWAY IMPROVEMENT DISTRICT**

**Fourth Amendment to Interlocal Agreement  
between the City of Orlando, Florida and the  
District Regarding the Exercise of Powers and  
Cooperation on Various Projects and Services**

**FOURTH AMENDMENT  
TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF ORLANDO,  
FLORIDA AND THE GREENEWAY IMPROVEMENT DISTRICT  
REGARDING THE EXERCISE OF POWERS AND  
COOPERATION ON VARIOUS PROJECTS AND SERVICES**

THIS FOURTH AMENDMENT TO INTERLOCAL AGREEMENT (the "Fourth Amendment to Interlocal Agreement"), dated as of \_\_\_\_\_, 2021, is entered into by and between the City of Orlando, Florida (the "City"), a municipal corporation organized and existing under the laws of the State of Florida and the Greenway Improvement District (the "District"), a community development district created pursuant to the provisions of Chapter 190, *Florida Statutes*, with offices located at 12051 Corporate Boulevard, Orlando, Florida 32817.

**RECITALS:**

**WHEREAS**, the City entered into the Interlocal Agreement between the City of Orlando, Florida and the Greenway Improvement District Regarding the Exercise of Powers and Cooperation on Various Projects and Services, approved by City Council on February 24, 2003, and recorded in Official Records Book 6865, Page 2207, Public Records of Orange County (the "Interlocal Agreement"); and

**WHEREAS**, the City entered into the First Amendment to Interlocal Agreement between the City of Orlando, Florida and the Greenway Improvement District Regarding the Exercise of Powers and Cooperation on Various Projects and Services, approved by City Council on February 13, 2006, and recorded in Official Records Book 8800, Page 4579, Public Records of Orange County; and

**WHEREAS**, the City entered into the Second Amendment to Interlocal Agreement between the City of Orlando, Florida and the Greenway Improvement District Regarding the Exercise of Powers and Cooperation on Various Projects and Services, approved by City Council on May 19, 2008, and recorded in Official Records Book 9711, Page 2572, Public Records of Orange County; and

**WHEREAS**, the City entered into the Third Amendment to Interlocal Agreement between the City of Orlando, Florida and the Greenway Improvement District Regarding the Exercise of Powers and Cooperation on Various Projects and Services, approved by City Council on November 14, 2016, and recorded as Document #20170019668 Public Records of Orange County; and

**WHEREAS**, the Greenway Improvement District (the "Petitioner"), filed a petition pursuant to Chapter 190, *Florida Statutes*, (the "Petition") with the City to amend its boundaries; and

**WHEREAS**, upon review of the Petition and supporting testimony and documentation, the City Council for the City, on June 28, 2021, granted the Petition; and

**WHEREAS**, on June 28, 2021, the City Council enacted Ordinance No. 2021-32 (the “Ordinance”) contracting the community development district pursuant to Chapter 190, *Florida Statutes*, known as the Greenway Improvement District; and

**WHEREAS**, an amendment to Interlocal Agreement reflecting amendment of the District’s boundaries is appropriate; and

**WHEREAS**, the District’s Board of Supervisors has approved this Fourth Amendment to the Interlocal Agreement; and

**WHEREAS**, the City and the District find this Fourth Amendment to Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

## **ARTICLE I AUTHORITY**

**Section 1.01.**      **Legislative Authority.** This Fourth Amendment to Interlocal Agreement is entered into pursuant to the authority set forth in the Florida Interlocal Cooperation Act, the District Act and the Home Rule Act, as such Acts are defined in the Interlocal Agreement, and other applicable laws.

**Section 1.02.**      **Authority to Contract.** The execution of this Fourth Amendment to Interlocal Agreement has been duly authorized by the appropriate body or official(s) of the City and the District, each party has complied with all applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**Section 1.03.**      **Filing.** The District’s Board of Supervisors is hereby authorized and directed, after approval of this Fourth Amendment to Interlocal Agreement by the respective governing bodies of the City and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to cause this Fourth Amendment to Interlocal Agreement to be filed with the Clerk of the Circuit Court of Orange County, Florida, in accordance with the requirements of Section 163.01(11) of the Florida Interlocal Cooperation Act.

## **ARTICLE II BOUNDARY AMENDMENT**

**Section 2.01. Amendment.** The City and the District hereby agree that the boundaries of the Greenway Improvement District have been amended. Therefore, the property subject to the Interlocal Agreement dated March 27, 2003, the First Amendment to the Interlocal Agreement dated February 13, 2006, the Second Amendment to Interlocal Agreement dated May 19, 2008, the Third Amendment dated November 14, 2016, and this Fourth Amendment to Interlocal Agreement is accurately set forth in the legal description attached hereto as **Exhibit A**. The effect of this amendment is that the District has been contracted from approximately 1,206.324 acres to approximately 817.369 acres.

## **ARTICLE III RESTATEMENT**

**Section 3.01. Restatement of Original Interlocal Agreement.** With the sole exception of the amendments contained in Article II above, all terms and provisions of the Interlocal Agreement dated March 27, 2003, the First Amendment to the Interlocal Agreement dated February 13, 2006, the Second Amendment to Interlocal Agreement dated May 19, 2008, and the Third Amendment to Interlocal Agreement dated November 14, 2016, between the City and the District are hereby incorporated herein by reference and shall remain in full force and effect.

## **ARTICLE IV MISCELLANEOUS PROVISIONS**

**Section 4.01. Recitals and Exhibits.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Fourth Amendment to Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

**Section 4.02. Amendment.** This Fourth Amendment to Interlocal Agreement may be modified in writing only by mutual agreement of both parties.

**Section 4.03. Severability.** If any part of this Fourth Amendment to Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Fourth Amendment to Interlocal Agreement shall

continue in full force and effect provided that the rights and obligations of the parties are not materially prejudiced and the intentions of the parties can continue to be effected.

**Section 4.04.**      **Construction.**      This Fourth Amendment to Interlocal Agreement is the result of the negotiations among and between the City and the District such that all parties have contributed materially and substantially to its preparation, and shall not be construed more strictly against one party than the other.

**Section 4.05.**      **Entire Agreement.**      The Interlocal Agreement, as amended by this Fourth Amendment to Interlocal Agreement and its exhibit, constitutes the entire agreement between the parties and supersede all previous discussions, understandings and agreements between the parties relating to the subject matter of this Fourth Amendment to Interlocal Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

**Section 4.06.**      **Effective Date.**      This Fourth Amendment to Interlocal Agreement shall become effective upon the date of execution by the authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Fourth Amendment to Interlocal Agreement on the date and year first above written.

**CITY OF ORLANDO, FLORIDA**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Stephanie Herdocia, City Clerk

**GREENEWAY IMPROVEMENT  
DISTRICT**

By: \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board of Supervisors



STATE OF FLORIDA}  
COUNTY OF ORANGE}

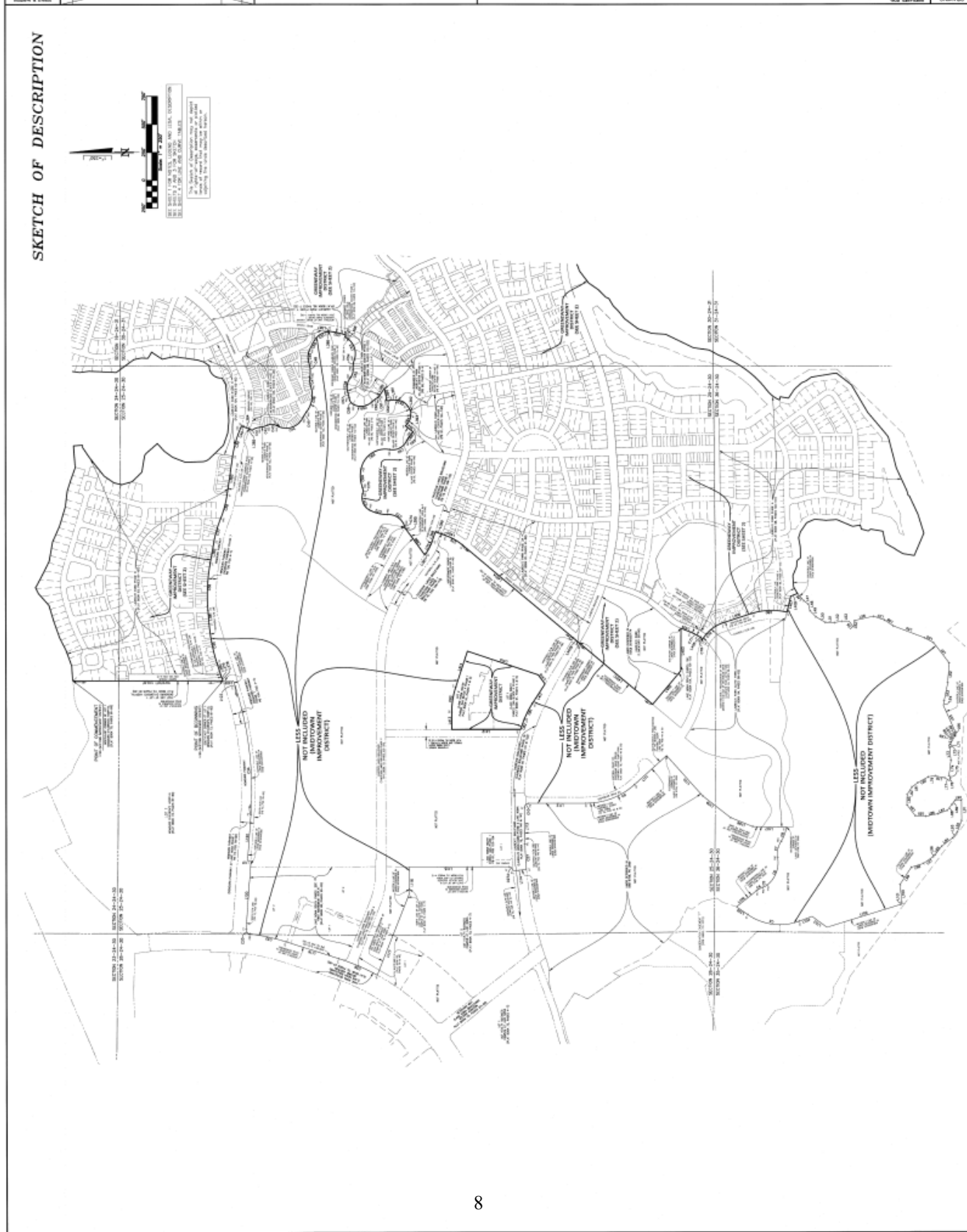
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ as the Chairman of the Board of Supervisors for the Greenway Improvement District, and who has acknowledged that he executed the same on behalf of the Greenway Improvement District and that he was authorized to do so. He is personally known to me or has produced \_\_\_\_\_ as identification.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

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# **GREENEWAY IMPROVEMENT DISTRICT**

**Requisition Nos. 693-695 in June 2021 in an  
amount totaling \$10,927.41  
*(provided under separate cover)***

# **GREENEWAY IMPROVEMENT DISTRICT**

**Operation and Maintenance Expenditures Paid in  
June 2021 in an amount totaling \$101,456.92  
*(provided under separate cover)***

# **GREENEWAY IMPROVEMENT DISTRICT**

**Work Authorizations/Proposed Services**  
*(if applicable)*



# **GREENEWAY IMPROVEMENT DISTRICT**

**District's Financial Position and  
Budget to Actual YTD**  
*(provided under separate cover)*