

Greenway Improvement District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 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, September 21, 2021 at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, 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 August 17, 2021 Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2021-09, Designating Registered Agent**
- 3. **Consideration of Resolution 2021-10, Designating Primary Administrative Office and Local Records Office**

Business Matters

- 4. **Discussion regarding Receipt of Funds in connection with Conveyance of Interchange Pond Acreage**
- 5. **Consideration of Berman Agreement (*provided under separate cover*)**
- 6. **Consideration of Termination of Landscape Agreement with Down to Earth**
- 7. **Consideration of Landscape Agreements with Cepra**
 - a) **Third Amendment to Agreement for Nemours Parkway Landscape and Irrigation Maintenance Services**
 - b) **Second Amendment to Agreement for Tavistock Lakes Boulevard Landscape and Irrigation Maintenance Services**
 - c) **Agreement for Landscape and Irrigation Maintenance Services (Section 3)**
 - d) **Cepra Unit Pricing Request**
- 8. **Ratification of Requisition Nos. 700 – 702 in August 2021 in an amount totaling \$3,744.25**
- 9. **Ratification of Operation and Maintenance Expenditures Paid in August 2021 in an amount totaling \$125,266.21**
- 10. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
- 11. **Review of District's Financial Position and Budget to Actual YT2**

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 August 17, 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, August 17, 2021, at 3:00 p.m. at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

Chad Tinetti	Chairperson
Amanda Kost	Assistant Secretary
Matthew Franko	Assistant Secretary
Antoinette Munroe	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Amanda Lane	PFM	(via phone)
Tucker Mackie	Hopping Green & Sams	
Jeff Newton	Donald W. McIntosh Associates	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Scott Thacker	District Landscape Supervisor	
Chris Wilson	Construction Committee Member	
Matt McDermott	Construction Committee Member	

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden asked for any public comments. She noted there was no one present from the public.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the July 20, 2021, Board of Supervisors' Meeting

The Board reviewed the minutes of the July 20, 2021, Board of Supervisors' Meeting.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the July 20, 2021, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2021-06, Approving an Annual Meeting Schedule for Fiscal Year 2022

Ms. Walden recommended keeping the meeting on the third Tuesday of the month at Courtyard Orlando Lake Nona with the exception of December which will be moved up one week due to the holiday and moving the time to 4:00 p.m. A discussion took place regarding the time which will be moved to 2:30 p.m.

On Motion by Ms. Kost, second by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2021-06, Approving an Annual Meeting Schedule for Fiscal Year 2022 with moving the time to 2:30 p.m.

FIFTH ORDER OF BUSINESS

Consideration of Construction Committee Recommendations for Request for Qualifications from Contractors Interested in Providing Construction Services for Master Infrastructure Improvements

Mr. Kaufmann noted a memo is attached to the agenda package that was written by the Construction Committee for the RFQ that was sent out for all five Lake Nona Districts. The Construction Committee received 10 responses. After reviewing, it is the recommendation of the Construction Committee that all 10 be prequalified for Master Infrastructure Improvements with the condition that Garney Companies, Inc. be limited to utility work and Phillips & Jordan, Inc. be limited to earthwork due to the limitations in their experience demonstrated in their RFQ packages. The Construction Committee deemed several minor deficiencies as waivable, and there were other deficiencies found in responses related to surety letters and insurance certificates which District staff will work to resolve with the Contractors .. Ms. Mackie stated this District's CIP is largely complete but District staff thought it was important to have a list of qualified contractors so when services are needed the District can go out to an invitation to bid, which expidites the review process. It made sense to include Greenway in the instance there may be projects in the future that require construction services.

On Motion by Mr. Tinetti, second by Ms. Munroe, with all in favor, the Board of Supervisors for the Greenway Improvement District accepted the Construction Committee's recommendation to prequalify for Master Infrastructure Improvements all 10 Contractors with the condition that Garney Companies, Inc. be prequalified only for utilities and Phillips & Jordan, Inc. only be prequalified for earthwork, waive minor deficiencies and subject to District Staff contacting Contractors to resolve deficiencies.

SIXTH ORDER OF BUSINESS

Public Hearing on the Adoption of the District's Annual Budget

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution 2021-07, Adopting the Fiscal Year 2022 Budget and Appropriating Funds**

Ms. Walden noted the District noticed the public hearing pursuant to Florida Statutes. She requested a motion to open the public hearing.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District opened the Public Hearing.

Ms. Walden explained that the budget is an exhibit to the Resolution and is not the one the Board preliminarily approved, which was based on maintaining the same budget as last year. The budget that is being presented for adoption is what was presented to the Board in preliminary form in May, and represents the post-contraction budget. She noted it kept the assessments the same even though the overall budget

was decreased. Ms. Walden noted there were no members of the public present and requested a motion to close the public hearing.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District closed the Public Hearing.

Ms. Walden requested a motion to approve Resolution 2021-07.

On Motion by Mr. Tinetti, second by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2021-07, Adopting the Fiscal Year 2022 Budget and Appropriating Funds.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-08, Adopting an Assessment Roll for Fiscal Year 2022 and Certifying Special Assessments for Collection

Ms. Walden explained Resolution 2021-08, which will adopt the Assessment Roll for Fiscal Year 2022 and certifying Special Assessments for collection based on the budget that was just adopted.

Mr. Franko asked the difference between off roll and on roll assessments. Ms. Walden explained the off roll assessments are the undeveloped parcels and the District has the option to put things on roll which goes on the residents' property tax bill or they can do it off roll to directly bill those items. Ms. Mackie noted there are benefits for the District to bill off roll with respect to undeveloped property. Depending on the size of the tract and the level of assessment the ability for tax certificates to sell is not as high in those instances. In the event of a non-payment, the District can pursue foreclosure. There are also benefits to the Landowner such as they don't have to pay early payment discounts. The Trust Indenture allows the District to direct bill undeveloped property but as soon as they are platted lots they must be billed using the Uniform Method.

On Motion by Mr. Tinetti, second by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2021-08, Adopting an Assessment Roll for Fiscal Year 2022 and Certifying Special Assessment for Collection.

EIGHTH ORDER OF BUSINESS

Ratification of Requisitions Nos. 696 – 699 in July 2021 in an amount totaling \$47,924.09

The Board reviewed Requisitions Nos. 696 – 699 in July 2021 in an amount totaling \$47,924.09.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisitions Nos. 696 – 699 in July 2021 in an amount totaling \$47,924.09.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in July 2021 in an amount \$62,883.39

The Board reviewed Operation and Maintenance Expenditures Paid in July 2021 in an amount \$62,883.39.

Ms. Kost asked if the Boundary Amendment Counsel from Hopping Green & Sams was in regards to the separation of the District. Ms. Mackie stated it should not be included in the O&M expenditures as they are billed directly to the Developer. Ms. Lane stated the boundary amendment expenses are in a separate line item on the financials as a Developer funded item and are offset by the Developer Funding in the revenue. She added that those items were not paid until the District received the money from the Developer.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Operation and Maintenance Expenditures Paid in July 2021 in an amount \$62,883.39.

TENTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann stated there are no Work Authorizations or proposed services for this District.

ELEVENTH ORDER OF BUSINESS

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

The Board reviewed the District Financial Statements. Through July 31, 2021, the District has spent approximately \$689,000.00 vs. a budget of \$921,000.00. No action is required by the Board.

TWELFTH ORDER OF BUSINESS

Staff Reports

District Counsel –

Ms. Mackie noted at the prior meeting the District terminated a Cost Share Agreement with Poitras East CDD for the construction of Centerline Drive, which is now a project in the Midtown ID. The Midtown ID will now pay all the construction costs going forward. The Greenway ID did engage with some consulting professionals with respect to design and some of the testing services that will need to be assigned from the Greenway ID to the Midtown ID. Those documents are not prepared but Ms. Mackie requested authorization for the District Chair to execute once those have been prepared by Counsel and reviewed by the various consultants.

On Motion by Ms. Kost, second by Ms. Munroe, with all in favor, the Board of Supervisors for the Greenway Improvement District authorized the Chair to execute documents assigning consulting professionals to the Midtown ID for the Centerline Drive project.

District Manager –

Ms. Walden noted the next meeting is scheduled for Tuesday, September 21, 2021 at the Courtyard Orlando Lake Nona.

District Engineer –

No Report

Construction Supervisor – No Report

District Landscape Supervisor- Mr. Thacker stated at the last meeting there was a request that he take a look at street signs especially around crosswalks to ensure tree branches are not blocking. He asked the Landscape Contractors to survey the three roadways. They found some areas and did some trimming around trees to clear and make sure nothing was blocking the street signs.

Mr. Thacker noted at the end of Tavistok Lakes Blvd, where it comes in from Narcoossee Road, there is a large oak tree near the gateway building. A large portion of the tree died. There was some decay and the landscapers did some trimming to help the appearance. A survey was done last week to identify how much of the tree is decaying and he is waiting for the report and cost to nurture the tree back to health.

THIRTEENTH ORDER OF BUSINESS

Supervisor Requests & Adjournment

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

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the August 17, 2021, meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2021-09,
Designating Registered Agent**

RESOLUTION 2021-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GREENEWAY IMPROVEMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Greenway Improvement District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Florida; and

WHEREAS, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

Section 1. Jennifer Walden is hereby designated as Registered Agent for the Greenway Improvement District.

Section 2. The District's Registered Office shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

Section 3. In accordance with Section 189.014, *Florida Statutes*, the District’s Secretary is hereby directed to file certified copies of this resolution with Orange County and the Florida Department of Economic Opportunity.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 21st day of September, 2021.

ATTEST:

GREENEWAY IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairperson

GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2021-010,
Designating Primary Administrative Office and
Local Records Office**

RESOLUTION 2021-10

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE GREENEWAY IMPROVEMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT; DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Greeneway Improvement District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District also desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, within Orange County, Florida.

SECTION 3. The District’s local records office shall be located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st day of September, 2021.

ATTEST:

GREENEWAY IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

GREENEWAY IMPROVEMENT DISTRICT

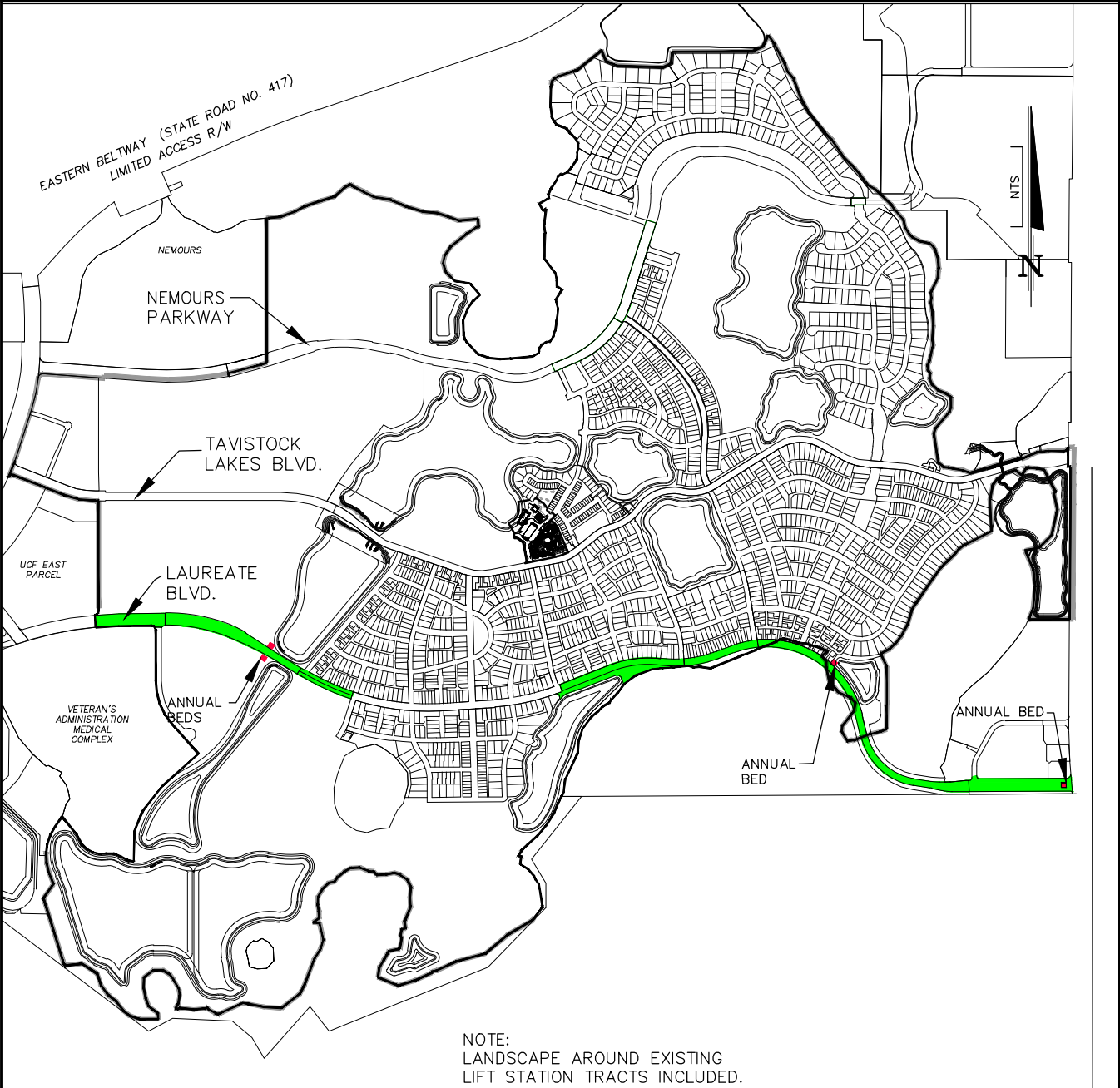
**Discussion regarding Receipt of Funds in
connection with Conveyance of Interchange
Pond Acreage**

GREENEWAY IMPROVEMENT DISTRICT

Berman Agreement
(provided under separate cover)

GREENEWAY IMPROVEMENT DISTRICT

**Termination of Landscape Agreement
with Down to Earth**



LEGEND

 AREA OF LANDSCAPE/IRRIGATION MAINTENANCE

NOTE:
BIDDER IS RESPONSIBLE TO CHECK, MEASURE AND CONFIRM
ALL QUANTITIES PRIOR TO SUBMITTING THEIR PROPOSAL.

MAP REVISED 3/27/19



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

DRAWN BY: PRD	DESIGNED BY: CDH	APPROVED BY: _____	SCALE	JOB NUMBER
DATE: 3/27/19	DATE: 3/27/19	DATE: 3/27/19	AS SHOWN	23216.001

**GREENWAY
IMPROVEMENT DISTRICT**
LANDSCAPE & IRRIGATION
MAINTENANCE SERVICES WORK
AREA 3 MAP

**AGREEMENT BETWEEN THE GREENEWAY IMPROVEMENT DISTRICT
AND SSS DOWN TO EARTH OPCO LLC, REGARDING THE PROVISION OF
LAUREATE BOULEVARD LANDSCAPE AND IRRIGATION MAINTENANCE
SERVICES**

This Agreement is made and entered into as of this 17th day of September, 2019,
by and between:

Greenway Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Orlando, Florida, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 ("District") and

SSS Down to Earth OPCO LLC, a Florida limited liability company, whose address is 27185 County Road 448A, Mount Dora, Florida 32757 (hereinafter "Contractor").

RECITALS

WHEREAS, the District was established by ordinance of the City Council of the City of Orlando, Florida, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services on certain lands known as Laureate Boulevard that are located within and around the District, described in Exhibit "A"; and

WHEREAS, in accordance with its rules of procedure, the District solicited requests for proposals from contractors to provide landscape and irrigation maintenance services; and

WHEREAS, Contractor submitted a proposal, attached as Exhibit "B," and represents that it is qualified to serve as a landscape maintenance contractor and provide such services to the District; and

WHEREAS, Contractor was selected by the District as the most responsive and responsible proposer; and

Now, **THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
2. **DESCRIPTION OF WORK AND SERVICES.**

- A. The District desires that the Contractor provide a high-quality level of professional landscape and irrigation maintenance services within presently established standards. Upon all parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.
 - B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
 - C. The Contractor shall provide the specific professional services as shown in Paragraph Three (3) of this Agreement.
3. **SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES.** The duties, obligations, and responsibilities of the Contractor are to be performed as described in the Scope of Services, which is incorporated by reference as a material part of this Agreement in Exhibit "C", "D" and "E". In addition, Contractor shall follow the procedures identified in the Emergency Preparedness Plan and Freeze Protection Plan attached as Exhibit "D" and Exhibit "E", respectively. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
 - B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
 - C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates Scott Thacker to act as its representative in matters related to this Agreement.
 - (2) The Contractor and the District's representative shall tour the property within fourteen (14) days of the notice of award to: evaluate the conditions of the shrubs, trees and grass; assess the condition of the irrigation system; and record/document any deficiencies that may exist. Contractor shall provide a proposal to correct any deficiencies found.
 - (3) The Contractor agrees to meet with the District's representative no less than four (4) times per month. The Contractor also agrees to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement a minimum of one (1) time per month or as often as the District deems it necessary.
 - (4) The District Representative may appoint an employee or employees of the Tavistock Development Company which are under his direct supervision to act as an alternate representative as may be required during on site meetings.
- D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days but shall not provide services on Sundays.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

- A. As compensation for services described in this Agreement, the District agrees to pay the Contractor in monthly payments of \$3,973.67 (Three Thousand Nine Hundred Seventy-Three Dollars and Sixty-Seven Cents) for the previous month's work. Work shall commence on or about October 1, 2019, and end September 30, 2020. In the event this Agreement is terminated pursuant to Section 14 herein, payment will be prorated for the payment period during which termination becomes effective.
- B. If the District should desire to extend this Agreement for two (2) additional one-year terms, at the compensation rate established in Exhibit B, District shall notify Contractor within thirty (30) days of the then current expiration date of this Agreement of its desire to do so.

- C. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.
- D. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees. Any subcontractors proposed to be used by Contractor are subject to approval by the District, which approval maybe withheld in the District's sole discretion.
- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

- (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants, representatives and supervisors and Donald W. McIntosh Associates, Inc. shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage's, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have an A.M. Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required Insurance.

7. PERFORMANCE BOND. The Contractor shall provide a performance bond in the amount of \$11,921.00 (Eleven Thousand Nine Hundred Twenty-One Dollars) to ensure that plants, trees or grass that die or deteriorate due to horticultural practices or deficiencies in landscape, irrigation or pesticide management and maintenance rendered under this agreement are replaced within forty-five (45) days of notification by the District. The performance bond shall be issued by a reputable company, licensed to conduct business in the State of Florida, and such issuer shall have an A.M. Best's Insurance Reports rating of at least A-VII.

8. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, agents and employees and the District Representative from any and all

liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

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

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

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

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

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

14. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with or without cause by providing one hundred and eighty (180) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this agreement without cause by providing thirty (30) days written notice. Upon any termination of this Agreement, the Contractor shall be entitled to payment for work and/or services rendered up until the effective termination of this Agreement, an amount prorated in accordance with Section 5(A) of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

15. **PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such prior written approval shall be void.

17. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees, subcontractors, material men or suppliers, of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by anyone or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor 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.

20. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

23. 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 the District:** Greeneway Improvement District
Attn: Jennifer Walden
12051 Corporate Boulevard
Orlando, Florida 32817
- With a copy to:** Hopping Green & Sams, P.A.
Attn: Tucker Mackie
119 South Monroe Street, Suite 300
Tallahassee, Florida 32314
- With a copy to:** Tavistock Development Company
Attn: Scott Thacker
Director, Tavistock Quality Management
6900 Tavistock Lakes Blvd., Suite 200
Orlando, Florida 32827
- B. If to the Contractor:** SSS Down to Earth OPCO LLC
27185 County Road 448A
Mount Dora, Florida 32757
Attn: _____

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. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

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

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

26. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Contractor and shall remain in effect for a term of one (1) year unless terminated by either of the District or the Contractor.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, waldenj@pfm.com, OR 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

28. **SEVERABILITY.** The invalidity or unenforceability of anyone or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

29. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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 any doubtful language will not be interpreted or construed against any party.


30. **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.

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

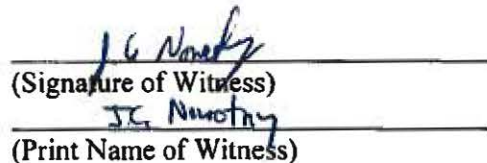
Attest:


Secretary/Assistant Secretary

**GREENEWAY IMPROVEMENT
DISTRICT**


Chairman, Board of Supervisors

SSS DOWN TO EARTH OPCO LLC,
a Florida limited liability company

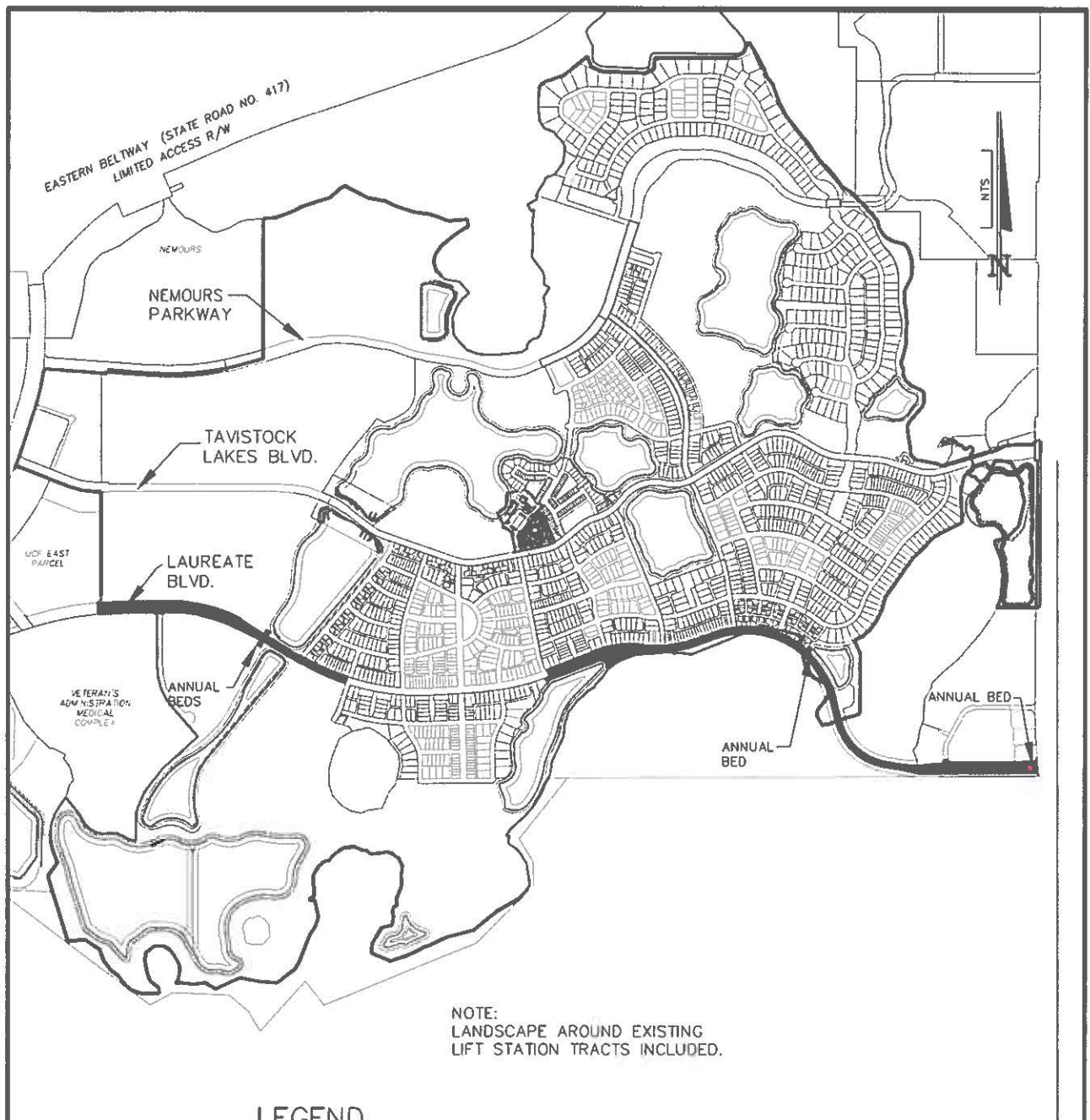

(Signature of Witness)
J. C. Nunez
(Print Name of Witness)


By: Michael Masterson
Its: President

Exhibit A	Map of Areas to be Maintained
Exhibit B	Contractor's Submitted Proposal
Exhibit C	Scope of Services, Landscape Maintenance Cultural Practices
Exhibit D	Emergency Preparedness Plan
Exhibit E	Freeze Protection Plan

Exhibit A

EXHIBIT "3"



LEGEND

 AREA OF LANDSCAPE/IRRIGATION MAINTENANCE

NOTE:
BIDDER IS RESPONSIBLE TO CHECK, MEASURE AND CONFIRM
ALL QUANTITIES PRIOR TO SUBMITTING THEIR PROPOSAL.

MAP REVISED 3/27/19



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

**GREENWAY
IMPROVEMENT DISTRICT**
LANDSCAPE & IRRIGATION
MAINTENANCE SERVICES WORK
AREA 3 MAP

DRAWN BY: PRD	DESIGNED BY: CDH	APPROVED BY: _____	SCALE: AS SHOWN	JOB NUMBER: 23216.001
DATE: 3/27/19	DATE: 3/27/19	DATE: 3/27/19		

Exhibit B

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL**

TO: Greenway Improvement District

FROM: SSS DOWN TO EARTH OPCO LLC

In response to your Notice of Solicitation, the undersigned hereby submits our Proposal for Landscape and Irrigation Maintenance Services within the Greenway Improvement District. This Proposal has been prepared and submitted subject to the conditions and requirements set forth in the Request for Proposal and other applicable Proposal Documents, including all Addenda. All of the aforementioned documents, so far as they relate to this Proposal, are made a part hereof. The undersigned (Contractor) herewith proposes to provide the services stipulated for the lump sum prices given by the Schedule of Values, that is a part hereof.

The undersigned has carefully checked the Schedule of Values against the Request for Proposal including the Scope of Work before preparing this Proposal and submits them as correctly listing the complete work to be done in accordance with the Request for Proposal.

The undersigned Proposer has examined the entire request for Proposal Documents and all addenda and is acquainted with and fully understands the extent and character of the Work covered by this Proposal and the specified requirements for the Work. Further, the Proposer has examined the work site and is fully informed as to conditions at this site.

The undersigned Proposer certifies that no officer or agent of the Greenway Improvement District is directly or indirectly interested in this Proposal.

The undersigned Proposer states that this Proposal is made in conformity with the Request for Proposal and agrees that in case of any discrepancy or differences between any condition of his Proposal and those of the Request for Proposal, the provisions of the latter shall prevail.

The undersigned Proposer acknowledges that the Request for Proposal requires proposers to submit proposals for individual district areas of maintenance and collectively submit a proposal for all areas (3 total). The District reserves the right to award Sections 1, 2 and 3 separately to different proposers, or to award collectively to one proposer.

The undersigned Proposer certifies that he has carefully examined the project site, made his own measurements and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Greenway Improvement District against any cost, damage or expense which may be incurred or caused by an error in his preparation of same.

The undersigned acknowledges, by the below execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from that date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the Proposal Documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on the proposal constitutes fraud; and, that the District considers such action on the part of the proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Greenway Improvement District.

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #3 (Refer to Maps Contained in ILb. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 3,973.67</u>	<u>\$ 47,684.00</u>	(for twelve (12) months)
Term 2	<u>\$ 3,973.67</u>	<u>\$ 47,684.00</u>	(for twelve (12) months)
Term 3	<u>\$ 3,973.67</u>	<u>\$ 47,684.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (569 SF)	\$ 5,664.00	\$ 5,664.00	\$ 5,664.00
St. Augustine (153,057 SF)	\$ 13,975.00	\$ 13,975.00	\$ 13,975.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (227,339 SF)	\$ 8,450.00	\$ 8,450.00	\$ 8,450.00
Shrub Beds (31,118 SF)	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00
Trees & Palms	\$ 4,825.00	\$ 4,825.00	\$ 4,825.00
Irrigation	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00
Mulch	\$ 5,670.00	\$ 5,670.00	\$ 5,670.00
TOTAL ANNUAL AMOUNT	\$ 47,684.00	\$ 47,684.00	\$ 47,684.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	5 %	5 %

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost
Additional labor outside of scope		
General Laborer	HR	\$30.00
Irrigation Technician	HR	\$35.00
Irrigation Repairs - includes labor and materials		
.5" to 1" Line Break	LF	\$21.50
1.25" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break with Mechanical Fittings	LF	\$145.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$221.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$385.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$288.00
2" Scrubber Valve	EA	\$350.00
3" Scrubber Valve	EA	\$543.00
Valve Box, various sizes	EA	\$45.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head - 3/4"-1", Match Existing	EA	\$32.50
Landscaping - includes labor and materials		
Mulch - Hardwood	CY	\$35.00
Mulch - Pine Fines	CY	\$40.00
Mulch - Pine Straw	CY	\$15.00
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69
Argentine Bahia Sod - <500 SF	SF	\$0.45
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40
Argentine Bahia Sod - >5,000 SF	SF	\$0.35
Annuals - 4-5"	EA	\$1.90
Ground Cover - 1 gallon, Match Existing	EA	\$4.50

Shrub - 3 gallon, Match Existing	EA	\$12.25
Shrub - 5 gallon, Match Existing	EA	\$23.00
Shrub - 7 gallon, Match Existing	EA	\$37.00
Shrub - 15 gallon, Match Existing	EA	\$93.50
Equipment - includes operator		
Water Truck (2,450 gallons), 8 hours on site	Week	\$1,700.00
Water Truck (2,450 gallons), 8 hours on site	Month	\$6,800.00

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

Exhibit C

GREENWAY IMPROVEMENT DISTRICT

LANDSCAPE MAINTENANCE STANDARDS

Landscapes in the Greenway Improvement District (District) have been designed to complement the architectural character of the buildings and to be attractive to guests. The landscape maintenance standards outlined herein are intended to keep the properties in excellent condition and maintain the overall design intent. Landscapes that are poorly maintained will distract from the guest experience. These standards are intended to comply with City of Orlando ordinances, but in the event of a discrepancy, city ordinances will supersede.

Landscapes and hardscapes shall be maintained in a fashion that is considered "Clean, Green, and Well Defined". Clean means that all parking lots, walkways, entrances, beds, and turf areas are free of weed, litter, and debris. Green means that all turf and plant material is healthy, fertilized as appropriate, and pest free. Well Defined means that all parking lots, walkways, beds, and turf edges are clearly defined. Mulch is applied to a proper depth. Annual color is used in high impact areas to enhance appearance.

1. General Guidelines

- A. All landscapes and hardscapes shall be maintained in a neat and clean manner. This is critical to the ability to attract and retain desired customers. Landscapers should have a "better than best" mindset when performing their work.
- B. All landscape personnel shall wear professional uniforms. Personal Protective Equipment, including but not limited to reflective vests, eye protection, and hearing protection shall be utilized at all times in accordance with applicable OSHA requirements.
- C. All equipment and vehicles utilized by landscapers shall be maintained in good condition, including appearance. Vehicles are to be kept clean and presentable and contain the vendor's name and contact information.
- D. Landscape work shall be performed on days and times that are appropriate and do not interfere with activity at the site. Noisy work (mowing, edging, trimming) adjacent to residential areas is to be performed after 9:00am. Noisy work adjacent to commercial buildings is to be completed before 8:00am.
- E. Service for large turf areas shall be performed in sections. On roadways, each section is defined as the area between each intersection. It is unacceptable for the mower to move on to another section if the edges have not been trimmed and hardscapes have not been blown. This will ensure a clean and crisp look at all times.
- F. Each section shall be policed for trash during each service. Trash and debris shall be collected and discarded off-site. Discarding into trash containers on the property is not permissible.
- G. A Landscape Log shall be maintained to record all work performed including routine service, pruning, applications of fertilizer and pest control, irrigation repairs, and project work. This log is to be submitted monthly to the District using a form approved by the District.
- H. Contractor shall walk the property with the District as requested. Initially this will be weekly. Frequency of walks may be reduced for a given site once the Contractor is established and performing well. Deficiencies noted during these walks shall be completed prior to the next scheduled walk.
- I. Proposals for improvements/additional services requested by the District shall be submitted within 3 business days.
- J. Contractor shall have staff available for after-hours emergencies and provide a 24/7 contact number.
- K. Contractor Warranty: Contractor shall warrant all plant material including grass, annuals, shrubs, trees, etc. for the duration of the contract, except for plants that are identified as declining in the Baseline Landscape Evaluation. Contractor is responsible for providing proper maintenance to ensure healthy plants that meet specifications.

2. **Baseline Evaluation**

- A. At the commencement of all new landscape contracts, the Contractor shall prepare a Baseline Landscape Evaluation and Assessment for the area included in their scope of work.
- Photo documentation illustrating existing conditions.
 - Inventory of all dead and declining plant material.
 - Evaluation of all components of irrigation systems.
 - Evaluation of ponds (if applicable).
 - Detailed report that includes observations, recommendations, and cost estimates for all recommendations.

3. **Mowing**

- A. Prior to mowing on individual properties, remove and dispose of litter and downed branches from all landscape areas. Contractor is not responsible for removal of excessive storm debris such as that from a named tropical event as part of this contract.
- B. Mowing shall be in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass. Where possible, alternate mowing patterns.
- C. Turf areas shall be mowed weekly during the growing season from April 1st through October 31st and bi-weekly during the non-growing season from November 1st through March 31st. Based on this schedule, Contractor shall perform approximately 42 mowing cycles per year. Seasonal adjustments may be necessary based on weather conditions and types of grass. Bermuda shall be mowed twice per week during the growing season to maintain proper height. Bermuda shall also be mowed twice per week during winter months if overseeded with rye. St. Augustine ProVista shall be mowed every other week during the growing season and once a month during the winter.
- D. No more than 1/3 of the leaf blades should be removed during each cutting. Turf shall be maintained at the recommended height as indicated in the chart below:

Turfgrass Species	Optimal Mowing Height (inches)	Preferred Mower Type
Bahia	3.0-4.0	Rotary
Bermuda	0.5-1.5	Reel
St. Augustine - Florata	3.5-4.0	Rotary
St. Augustine - ProVista	3.5-4.0*	Rotary
Zoysia	2.0-2.5	Rotary

*ProVista is a slow growing variety that should be mowed half as often as Florata

- E. At the completion of each mowing operation, turf areas shall be free from grass clippings. Mulching type mowers are permitted, but if clumping occurs, clippings shall be removed from the mowed area by the end of each service day. Discharging grass clippings into beds and tree rings is unacceptable and any visible clippings discharged into these areas shall be removed by the end of each service day.
- F. Debris generated from mowing operations shall be removed and all areas left in a clean condition before moving onto the next zone.
- G. If weather conditions prevent mowing on the schedule day, mowing shall be completed the following day. Mowing during inclement weather will not alleviate Contractor of responsibility for damage caused by the mowing of wet areas.

4. **Edging & Trimming**

- A. Mechanical edging of turf shall be completed during each mowing service. Edging shall include around sidewalks, curbs, utility boxes, planting beds, and tree rings.
- B. Chemical edging is not permitted.

- C. Turf edges shall be maintained with even and clean 90-degree edges. Care should be taken to maintain bed edges as designed in either straight or curvilinear lines. Series of intentional identical beds shall be maintained so that the visual appearance is consistent.
- D. Weed eat to match mowing height. String-type trimmers shall not be used within 12 inches of trees, palms, landscape plantings, light poles and signs.
- E. Debris generated from edging & trimming operations shall be removed and all areas left in a clean condition before moving onto the next zone.
- F. Tree rings shall be 36" minimum diameter for canopy trees and 12" diameter for palms. Turf edge along beds shall be 12" from shrubs. Over time as the shrubs mature, reduce the turf area rather than sheering the shrubs. Turf edges along annual beds shall be 6" from annuals.

5. Blowing

- A. All hardscapes and landscapes shall be maintained free from turf clippings, sand, seeds, seed pods, dates, pine cones, palm boots, palm fronds and other debris. This includes sidewalks, stairs, roadways, parking lots, curbs, utility boxes, planting beds, and tree rings.
- B. Blowing should be performed in conjunction with mowing and trimming operations. It is unacceptable to wait until the end of the day to blow areas that were mowed and trimmed.
- C. Areas sensitive to noise and blowing debris shall be hand swept rather than blown. Examples include areas with proximity to restaurants, building entrances, pools, and special event setups.
- D. Materials shall not be blown or placed into any storm water drain or body of water.
- E. Care must be taken to prevent blowing debris onto vehicles or hardscape surfaces.

6. Irrigation

- A. Irrigation is controlled by the District's Water Management Specialist. This section outlines Contractor's responsibilities as it relates to irrigation.
- B. Contractor is responsible for plant health and shall notify the District in writing if at any time irrigation schedules are inadequate or if other irrigation issues are present. Careful monitoring shall occur, especially in drought periods when reclaimed water pressure may be reduced by the utility provider.
- C. Contractor is responsible for notifying the District in advance regarding new plantings and renovations to ensure proper irrigation schedule is updated.
- D. Contractor is responsible for making repairs to irrigation systems and ensuring the systems are operational at all times. Minor adjustments and repairs such as adjusting nozzles for proper coverage, raising & lowering of heads, nozzle cleaning and replacement, filter cleaning, and repairing small leaks is included in the contract. Small leaks that are included in the contract are defined as non-glued repairs such as tightening swing joints and threaded fitting. Other repairs are to be billed to the District according to the Schedule of Values. The District shall be notified prior to completing any repairs that will be in excess of \$500. The District shall not be billed to repair damages caused by mowers and other landscape equipment and practices.
- E. When Contractor becomes aware of breaks and leaks, needed repairs shall be made prior to the next run cycle. Mainline repairs must be completed within 24 hours. Photos documenting repairs shall accompany all invoices for mainline repairs.
- F. Valve boxes shall remain flush and level with grade. Damaged lids shall be replaced promptly.
- G. Contractor shall have access to water trucks within 24 hours of request by the District, which is billed according to the Schedule of Values.
- H. If turf or plant materials interfere with proper water output after proper trimming, sprinkler heads shall be adjusted. This may require raising or relocating heads which is included in the contract. It is unacceptable to remove or over-trim plant material.
- I. As trees and plants grow, drip irrigation systems may require adjustment or removal to prevent girdling of roots. Contractor shall make recommendations to the District for these adjustments.
- J. Whenever plant materials are replaced with different materials, irrigation needs shall be evaluated with appropriate adjustments made. When changing beds from shrubs to turf, irrigation may need to be modified to ensure proper irrigation and prevent over-watering. Hydrozoning of irrigation shall be included in the cost of enhancement projects.

7. Beds

A. Preparation and Soil Quality

- i. Contractor is responsible for plant health. It is recommended that soils shall be tested annually to identify pH level of soil and develop the appropriate treatment plan. Soil amendments required to maintain healthy plants are the responsibility of the Contractor.

B. Annuals (Seasonal Color)

- i. Flowering annuals shall be used to enhance the overall appearance of properties. Annuals are to be planted in key areas where an extra "pop" makes a high impact on guests.
- ii. Annual beds included in the contract are marked on the site map. Contractor is responsible for measuring beds. Additional beds created after commencement of the contract shall be billed according to the Schedule of Values.
- iii. Seasonal change-outs shall occur 4 times per year and are included in the contract. Annuals should be replaced when they appear dead.
- iv. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Annuals that fail to perform during this period shall be replaced immediately at the Contractor's expense.
- v. Selection and color of annuals shall be approved by the District prior to installation.
- vi. Annuals shall be minimum 4" pots and shall be installed according to the spacing in the following chart:

January	Petunias	12"
January	Pansies	6"
March	New Guinea Sunpatiens	12"
July	New Guinea Sunpatiens	12"
November	Poinsettias	10"

- vii. Mulch should not be added to annual beds, other than a light dusting of pine fines.
- viii. Annually, prior to the spring change out, existing soil shall be removed to a depth of 6" in all annual beds and replaced with new bedding soil consisting of 10% coarse sand, 25% pine fines, 15% vermiculite, and 50% compost.
- ix. Contractor shall maintain access to a reasonable supply of spare annuals to accommodate replacing annuals damaged by vehicles. Beds that are damaged by vehicles shall be restored within 24 hours and billed according to the Schedule of Values.
- x. Annual beds are to be maintained weed free at all times.
- xi. Declining blooms are to be removed immediately. Dead heading is included for all annuals deemed necessary by the District.
- xii. Freeze protection plans shall be implemented as needed for all annual beds. Contractor shall be responsible for prompt replacement of annuals for failure to take appropriate freeze protection measures.

C. Shrubs/Perennials

- i. When pruning, current techniques and standards approved by the International Society of Arboriculture shall be followed. Plants shall be selectively pruned to improve structure and health and to enhance flowering or appearance.
- ii. In general, shrubs are to be pruned with rounded edges to avoid creating a harsh boxed look. Exceptions are made where a squared hedge look is desired such as with podocarpus.
- iii. Where shrubs grow into turf areas, it is expected that the turf edge be cut back to allow room for plants to grow, as opposed to shearing plants in an unnatural way.
- iv. Occasional harsh pruning to stimulate new growth is included and shall be at the direction of the District.
- v. Dead plant materials shall be removed immediately and replaced within 5 working days. When replacing dead plants, consideration should be given to understanding why they died. Prior to replacement, soil amendments and irrigation adjustments may be required and are

included in the contract. Recommendations for changing to a different type of plant material are welcome but must be approved by the District. Plants shall be replaced according to the Schedule of Values.

- vi. All vine type plants shall be trained and staked according to design intent.
- vii. Pruning shall occur as needed based on the specific plant varieties. This may range in frequency anywhere from annually to monthly. Pruning of flowering shrubs should be carefully timed to maximize blooming. Flowering shrubs should not be pruned until after the bloom cycle. Shrubs shall be maintained so that they are neat and clean at all times. Certain varieties require hand pruning to prevent damage caused by mechanical pruners.
- viii. Shrubs adjacent to structures, roadways, and sidewalks shall be pruned to maintain a clearance of 6" unless otherwise directed by the District.
- ix. Dead-heading shall be performed throughout the growing season to encourage further flowering.

D. Trees & Palms

- i. All tree bracing systems shall be checked regularly and adjusted as needed to prevent girdling. Braces and cables should be loosened or removed when appropriate. Bracing systems shall be removed after 12 months unless otherwise directed by the District. Removal of tree bracing systems is included in the contract.
- ii. Pruning of trees and palms up to a height of 12 feet is to be performed as needed during regular weekly service. Pruning of palms in excess of 12 feet is to be performed minimum two times per year to remove seeds, dates, and brown fronds. All specimen palms shall be maintained such that snapped or brown fronds are removed during each weekly service.
- iii. The central leader/trunk shall be maintained and protected. No topping is permitted.
- iv. Trees shall be pruned according to best practices for each variety. Street trees shall be maintained with a minimum seven-foot clearance from ground to lower branches over sidewalks and fourteen-foot clearance over roads and must not impede clear site lines and traffic clearance, including visibility of street signs.
- v. Crape Myrtles shall be only lightly pruned. Severe topping is not permitted except as directed by the District.
- vi. Magnolias shall be only lightly pruned and canopies shall not be raised except as directed by the District.
- vii. Trees shall be pruned when necessary to keep branches clear of buildings, lights, and signs. Branches rubbing on buildings is not acceptable.
- viii. Dead and broken branches shall be removed as often as necessary so that trees appear neat at all times. Hanging branches such as those hit by large trucks shall be removed immediately.
- ix. Palm fronds shall be removed when the frond is brown. Removing fronds prematurely can deprive the palm of nutrients and stunt growth. Fronds shall be removed as close to the trunk as possible without damaging the petiole base. Over-pruning ("hurricane cuts") of palms is not permitted. Palm pruning consists of removal of all dead fronds, seedpods, and any loose boots.
- x. Pruning of feature trees and other specimen plant material may only be performed after review and approval by a certified arborist.
- xi. All trees shall be maintained free of suckers and water sprouts.
- xii. Trees shall be inspected regularly for disease and dead or damaged limbs and pruned accordingly to prevent further damage and potential injury to guests.

E. Mulching

- i. Standard mulch for most locations is natural shredded hardwood with no cypress content. Pine straw shall be used on pond bank slopes. Pine fines shall be used in beds with Asiatic Jasmine or similar ground cover which shall be mulched lightly. All mulch for each cycle shall be supplied from the same source to ensure consistent appearance.
- ii. Mulch shall be added to all beds two times each year with a thickness of 1-1/2".

- iii. Mulch shall be maintained 3" thick except around the base of trees and shrubs. Mulch should be kept 6" away from the base of trees.
 - iv. Mulch shall not be added to annual beds except for a light dusting of pine fines to help with weed control.
 - v. Removal of existing mulch build-up is not included in the contract, but is recommended every 3 years. Contractor shall submit a separate price for mulch removal and disposal.
- 8. Fertilization, Pest Control, and Weed Control
 - A. Contractor is responsible for the health of plants. Fertilization, pest control, and weed control shall occur at regular intervals based on specific needs of various plant materials. Contractor shall determine the most appropriate timing and formulas for applications, based on recommendations from the UF/IFAS Extension. Soil testing is recommended but are at the Contractor's discretion.
 - B. Fertilization shall occur at least quarterly for all plants.
 - C. Flowering shrubs shall be fertilized monthly when in bloom.
 - D. Special care must be taken to ensure the health of palms which are expensive to replace. Contractor shall implement a comprehensive treatment program to promote health and prevent disease and infestation.
 - E. Application plans shall be submitted to the District each month, outlining the schedule for the month and product details.
 - F. Fertilizers shall be removed from hardscapes prior to rain or irrigating.
 - G. Additional or modified fertilization may be necessary to promote plant health and improve appearance. Fertilization rates should be adjusted to achieve healthy, mature, desirable growth. Fertilizers should only be applied when plants are actively growing.
 - H. All fertilizer applications are to be recorded in the Landscape Log and sent electronically to the District after each application.
 - I. Integrated Pest Management shall be implemented to ensure the most effective and safest treatment is utilized. Special care is to be given in areas where children are likely to encounter pests and pesticides.
 - J. Turfgrasses shall be inspected during each mowing service to identify early warning signs of pest and disease related issues. Treatment should occur immediately. Contractor is responsible for replacing turf that is damaged by pests, disease, or irrigation problems.
 - K. When pruning trees and shrubs that are diseased, pruning tools shall be sterilized to isolate the spread of disease. At times, complete removal of a plant may be required to prevent spread of infection. Replacement options shall be recommended to the District.
 - L. All landscapes and hardscapes are to be kept free of weeds at all times.
 - M. Weeds are to be controlled by the most efficient method, which may include hand removal, mechanical removal, and/or chemical removal.
 - N. Chemical weed control should be used cautiously around plant material. Contractor shall be responsible for replacing damaged plants resulting from improper spraying and overspray due to windy conditions.
 - O. Herbicides are not to be used in windy weather when there is risk of damaging nearby plant materials.
 - P. Weeds shall be controlled in turf at all times. Pre-emergent and post-emergent herbicides should be used as appropriate.
 - Q. All individuals engaged in commercial spraying shall be properly trained and have a valid pesticide applicator license issued by the Florida Department of Agriculture.
 - R. Contractor shall be responsible for replacement of plants that die as a result of improper application or lack of fertilizer, pest control, and weed control. Contractor shall not be held responsible to replace plants killed by diseases that are unpreventable.
- 9. Lighting
 - A. Lighting is essential for security and safety as well as highlighting landscape and architectural features. Plant vegetation shall be trimmed to prevent intrusion around lighting and signage.

- B. Monthly night-time inspections shall be performed to identify lights that are blocked by vegetation. Deficiencies are to be promptly corrected, including adjusting the angle of lights that have been bumped by lawn care equipment. Lights that are not functioning should be reported immediately to the District for repairs.
 - C. Lights that are damaged by Contractor shall be replaced at the Contractor's expense.
10. Emergency Response
- A. Contractor shall recognize the District as a high priority client before and after emergency events such as hurricanes.
 - B. Pre-tropical weather event
 - i. As soon as a tropical storm watch or hurricane watch is issued for the area, all landscape related items on the property shall be secured.
 - ii. Ensure all weak (new) trees are properly staked and supported.
 - iii. Prepare equipment and supplies to be able to respond to the site after the storm.
 - C. Post-tropical weather event
 - i. Within 12 hours after a tropical storm warning or hurricane warning expires, or when it is safe to do so, the site shall be assessed for damage and cleanup shall commence by the landscape Contractor. Damage to buildings and major damage to the site shall be reported to the District immediately. Downed wires should not be approached and should be reported to the utility company immediately.
 - ii. Contractor will be compensated on a time and materials basis for reasonable labor and supplies required to clean up the site and restore it to its proper appearance. This includes but is not limited to collecting and disposing of debris, pruning damaged trees and shrubs, straightening trees and installing supports as needed, and sweeping parking lots. Major expenses such as tree replacement shall be reviewed with the District prior to proceeding.
11. List of Appendices:
- A. Fertilization Program.
 - B. Site plan showing defined boundaries of Contractor's scope.
 - C. Schedule of Values for additional work outside the contract scope.

**APPENDIX A
GREENWAY IMPROVEMENT DISTRICT
FERTILIZATION MATRIX**

I. SHRUBBERY, CANOPY TREES, PALMS, AND ORNAMENTAL GRASSES

Date	Type	Rate
February	8 - 2 - 12	15 pounds of fertilizer per 1000 square feet
May	8 - 2 - 12	15 pounds of fertilizer per 1000 square feet
August	8 - 2 - 12	15 pounds of fertilizer per 1000 square feet
November	8 - 2 - 12	15 pounds of fertilizer per 1000 square feet

8 - 2 - 12 Label	
Material	
Total Nitrogen (N)	8.00
% Nitrate Nitrogen	0
% Ammonical Nitrogen	0
% Urea Nitrogen	8.000
% Water Insoluble Nitrogen	0
Available Phosphate (P205)	2.00
Soluble Potash (K20)	12.00
Total Sulfur (S)	13.544
Sulfur as S (Free)	0.808
Sulfur as S (Combined)	12.736
Calcium (Ca)	1.010
Chlorine not more than	0.048
Secondary Nutrients	
Total Magnesium (Mg)	4.80
Soluble Magnesium (Mg)	4.80
Total Soluble Manganese (Ma)	2.00
Total Chelated Iron (Fe)	0.200
Total Soluble Copper (Cu)	0.020
Total Soluble Zinc (Zn)	0.020
Total Boron (B)	0.100

Derived from:

Polymer coated Sulfate of Potash-Magnesia, Polymer coated Urea, Sulfate of Potash, Triple Superphosphate, Calcium Sulfate, Copper Sulfate, Gypsum, Iron EDTA, Manganese Sulfate, Sodium Borated, and Zinc Sulfate

2. ST. AUGUSTINE, BAHIA, ZOYSIA AND BERMUDA

Date	Type	Rate
February	8 - 0 - 12	15 pounds of fertilizer per 1000 square feet
May	8 - 0 - 12	15 pounds of fertilizer per 1000 square feet
August	8 - 0 - 12	15 pounds of fertilizer per 1000 square feet
November	8 - 0 - 12	15 pounds of fertilizer per 1000 square feet

8 - 2 - 12 Label	
Material	
Total Nitrogen (N)	8.00
% Nitrate Nitrogen	1.00
% Ammonical Nitrogen	2.50
% Urea Nitrogen	4.50
% Water Insoluble Nitrogen	0
Available Phosphate (P2O5)	0
Soluble Potash (K2O)	12.00
Total Sulfur (S)	12.14
Sulfur as S (Combined)	12.14
Chlorine not more than	0.078
Secondary Nutrients	
Total Magnesium (Mg)	4.00
Soluble Magnesium (Mg)	4.00
Soluble Manganese (Ma)	2.00
Chelated Iron (Fe)	0.20
Soluble Copper (Cu)	0.02
Soluble Zinc (Zn)	0.02
Boron (B)	0.05

Derived from:

Ammonium Nitrate, Polymer coated Sulphur Coated Urea, Polymer coated Urea, Sulfate of Ammonia, Sulfate of Potash, Sulfate of Potash-Magnesia, Triple Superphosphate, Copper Sulfate, Iron EDTA, Manganese Sulfate, Sodium Borate, and Zinc Sulfate

3. PERENNIAL BEDDING PLANTS

Date	Type	Rate
March	10-10-17	1.5 pounds of fertilizer/100 square foot
June	10-10-17	1.5 pounds of fertilizer/100 square foot
September	10-10-17	1.5 pounds of fertilizer/100 square foot
December	10-10-17	1.5 pounds of fertilizer/100 square foot

Nutricote Controlled Release 10-10-17	
Label	
Material	
Total Nitrogen	10.00
% Nitrate Nitrogen	5.00
% Ammonical Nitrogen	5.00
Available Phosphorus (P2O5)	10.00
Soluble Potash (K2O)	17.00
Secondary Nutrients	
Total Magnesium (Mg)	1.2
Total Manganese (Ma)	0.05
Total Iron (Fe)	0.16
Total Zinc (Zn)	0.01
Total Molybdenum (Mo)	0.015
Total Copper (Cu)	0.04
Total Boron (B)	0.01

Derived From:

Ammonium Nitrate, Ammonium Phosphate, Potassium Nitrate, Sulfate of Potash, Magnesium Sulfate, Sodium Borate, Copper Sulfate, Iron Sulfate, Manganese Sulfate, Ferrous Ethylenediamine Tetra acetate, Sodium Molybdate and Zinc Sulfate

4. SUPPLEMENTAL PALM - For nutritionally weak palms

Date	Tank Mixture	Rate
Monthly until recovery occurs	5lbs -20-20-20 + 25lbs tech Mangam + 1 gallon Roots: 1-2-3-+ 25lbs Magnesium sulfate/100 gallons water	Drench 5-gallon single palms, 10 gallons cluster Palms
OR		
Date	Type	Rate
Every Three (3) months until recovery occurs	0-0-10	15 pounds of Fertilizer per 1000 square feet

0-0-10 LABEL	
Material	
Soluble Potash	10.00
Total Magnesium	5.00
Soluble Magnesium	5.00
Soluble Manganese	2.00

Derived From:

Polymer Coated Sulfate of Potash-Magnesia,
Sulfate of Potash-Magnesia, and Manganese Sulfate

Exhibit D

Greeneway Improvement District
EMERGENCY PREPAREDNESS PLAN
For
LANDSCAPE, HARDSCAPE & STREETSCAPE AMENITIES
Located In
ORLANDO, FL

Purpose: To provide a comprehensive list of procedures to be followed by the Contractor for preparations related to storm events and other natural emergencies on the District jobsite within the District's boundaries. This plan is to be utilized as the minimal procedures to be followed during preparation for storm events, such as hurricane and other extreme wind or water events. Actual physical situations and weather conditions may affect the execution of this plan. This plan is to be utilized as a guide for the process. The District Board of Supervisors has approved the form of this Addendum, has authorized the form of this Addendum to be supplemented by the CDD Construction Committee prior to execution based on the nature of the contractual services required, and has authorized the execution of this Addendum.

The District will appoint a representative referred to as the Storm Emergency Preparedness Coordinator (SEPC) who will closely monitor the weather conditions during the hurricane season, which runs from June 1st to November 30th every year, and generally monitor the weather for the balance of the year. The SEPC will coordinate with the Contractor to ensure that the minimum requirements of this plan are met.

The Contractor may have company-generated emergency/storm work procedures in place, which exceed this plan. These procedures must be coordinated and approved by the SEPC. At a minimum, the Contractor will be required to follow the procedures outlined in this plan. For the safety of all employees, the Contractor's crew shall not be dispatched until the storm has passed, unless authorized by the SEPC. After the storm has passed, the jobsite will be evaluated by the Contractor's Project Superintendent (CPS) and the SEPC for safe working conditions. All employees are not to be allowed to return to work until the site has been deemed safe and sanitary for work by the SEPC and the CPS. No personnel, whether essential or non-essential, shall be allowed to work on the site when maximum sustained winds exceed 39 mph. It is contemplated that a regional emergency council/group ("Council") may be established among landowners with the District in the future for the purpose of effectuating Development-wide emergency policies and procedures. In the event the Council designates facilities for the purpose of allowing essential personnel to remain on-site during an emergency, the Contractor agrees to coordinate with the SEPC in determining whether Contractor personnel shall remain onsite during an emergency at such time in the future.

The Contractor is expected to place the District in a priority position and the Contractor shall commit to having labor and equipment on site within 12 hours of the storm passing to begin cleanup and restoration operations.

The Contractor will bring in additional equipment and labor, if needed, with the approval of the SEPC. The Contractor shall submit a Labor and Equipment Rate Schedule annually for review and approval by the SEPC. The Contractor shall submit to the SEPC a rate schedule on or before October 1. All preparedness action items shall be in addition to the scope of services identified in the Agreement and shall be provided by the Contractor at no additional cost.

It is expected that, as a matter of protocol, the Contractor will also monitor the weather for tropical storms, hurricanes, and other weather events that may create emergency conditions throughout the year. The key to providing the safest environment and protection of the landscape and hardscape assets located within the District is based upon preparations, storm awareness, communication, and response.

PREPARATIONS: Preparations for expected storm events may differ; these are the minimum actions that should be undertaken.

During the storm season, the best practice for the jobsite location is to maintain a supply of emergency supplies in the event of isolation, loss of utility services, road blockage, and loss of fuel supplies. Items to be included in the Emergency Response Box ("Hurricane Box"), or other such emergency storage container, should include, but is not limited to:

- Supply of Drinking water (3 days per employee on site)
- 3-day supply of non-perishable food
- Flashlights and fresh batteries (lights plus backup batteries)
- Nylon rope (polypropylene) (500')
- Spare Ear Plugs
- Tarps (5-10)
- Leather palmed gloves
- Fuel
- Electrical Generator
- Hand tools (ax, shovel, rake, etc.)
- First Aid Kit
- Duct tape
- Plastic garbage bags –large yard size
- Rain Suit
- 1 roll of CAUTION tape
- Spare Safety Goggles
- Rubber boots
- Mosquito Repellant
- Asphalt "cold patch"
- Quick set concrete mix
- Spare irrigation pipe and fittings
- Chainsaw(s)
- Leaf blower(s)
- Extension cord (500')
- String of temporary lights
- Rolls of Poly (5)
- Scaffold and boards
- Portable light on wheels
- Spare chainsaw chains
- Chainsaw bar oil

5 Day Action Plan:

Where potential for a hurricane landfall, or other natural emergency, is expected within a 5-day period, or in the event the area is placed under a "HURRICANE WATCH," the following shall occur:

1. The CPS shall establish communication with the SEPC regarding the presence of the storm/hurricane/emergency and review site specific actions to be undertaken by the Contractor.
2. The CPS shall monitor the storms progress at regular intervals via radio, television, computer/internet, or other means available.
3. The CPS shall communicate conditions and plans with their company's Safety Team or Safety Manager as may be required to review the situation ahead of time.
4. The CPS shall continue to monitor the storm/hurricane/emergency for changes in the storm profile and/or projected course, and communicate these changes to the SEPC.

3 Day Action Plan:

Where potential for a storm/hurricane landfall, or other natural emergency, is expected within a 3-day period or in the event the area is placed under a "HURRICANE WARNING," preparations shall be made to: secure the jobsite; protect District landscape and hardscape assets; prepare for tie down actions and evacuation. In addition, the following shall occur:

1. The CPS shall establish communication with the SECP regarding the potential emergency conditions and review site specific protocols required by the SECP and by the Contractor.
2. The CPS shall notify the Company Safety Manager and/or supervisory personnel of the preparations of the jobsite shutdown and preparation to secure the site.
3. The SEPC will hold meetings with Contractor supervisory personnel and employees to discuss the proposed action plan.
4. Ensure all materials, tools, tool sheds, containers and small equipment are removed from low-lying areas and are protected from rising water and are tied down.
5. Ensure that all motorized equipment is securely parked in an elevated area so it will not be damaged from possible flooding and is tied down. Equipment parking areas will be approved by the SEPC after discussion with the CPS.
6. All Contractor-owned construction trailers, office trailers, tool trailers, sheds, etc., if any, on the Contractor's jobsite shall be tied down securely according to City of Orlando Code. If equipment cannot be secured properly, it shall be removed from the jobsite.
7. Police the jobsite and storage yards to remove, or direct removal of, potential flying objects from the site or secure them with proper tie-downs.
8. Have all temporary port-o-lets pumped out, tied down or removed.

9. Have all trash dumpsters emptied or removed.
10. Top off all equipment with fuel in the event that fuel supply becomes short or service stations are inoperable following the storm/emergency. All equipment and all fuel cans should be filled to capacity.
11. All water containers should be filled with potable water to capacity.
12. All bag fertilizer or chemicals should be placed in the interior of a secure structure or removed from the site.
13. Board up all windows in field office (if applicable), or protect them with storm shutters.
14. Disconnect all field office (if applicable) electrical equipment (computers, copiers, etc.).
15. Take photos of your site prior to the storm/emergency to record site and landscape conditions.
16. Park trucks and other motorized equipment in an open area that will be easy to clear and near a major roadway, if possible, so after-storm access is easier.
17. All uninstalled landscape materials shall be secured in the best possible way considering the anticipated intensity of the upcoming storm event.
18. All ties, guys and other tree or plant material support systems shall be checked, tightened, secured or replaced to protect the landscape asset from the level of storm damage expected.
19. All drains, swales, inlets, outlets or other elements of the drainage system shall be checked to ensure that the stormwater structures and conveyance channels are free flowing.

1 Day Plan: (Hurricane is Eminent)

The CPS shall establish communication with the SEPC regarding the eminence of a storm/hurricane/emergency and review site specific protocols to be utilized by the SEPC and by the CPS. Communication options for post storm shall be established in the event of the loss of cellular or wired communication for the time period immediately following the storm event.

The CPS shall notify the Contractor's Safety Manager and/or supervisory personnel of the preparations at the jobsite and potential for a project site lockdown. Discussion will entail whether and at what time a lockdown shall be mandated or if there is adequate safe and secure shelter from the storm. In the event of an evacuation, the Contractor's employees shall be offered evacuation and encouraged to participate in an evacuation plan. Before any evacuation, the following shall be completed:

1. Remove any scaffolding.
2. Ensure that all small equipment is in the security of storage containers or secure building.
3. All small materials are placed in close proximity to storage containers.

4. All heavy equipment is parked surrounding the yard materials and storage containers to form a perimeter. Final inspection of the jobsite to secure any small items and to prevent flying debris shall be conducted by the SEPC at this point.
5. Ensure first aid kits are fully stocked.
6. Identify debris collection locations.
7. Place flashlight, fresh batteries, first aid kit and/or emergency kit in appropriate company vehicles. In the event of an evacuation, the Contractor's trucks remaining on the jobsite shall be placed in a perimeter with the heavy equipment.
8. Generators shall be placed in a point of easy access for first retrieval.
9. Take photos and/or video of the secured jobsite, if possible.
10. Sandbag the doors of the field office (if applicable), if possible.

After the storm: (Post Hurricane)

1. Once the storm has passed, the jobsite shall be evaluated in partnership with the CPS and the SEPC for its safety. The CPS shall organize available manpower to accomplish specific tasks based upon a prioritization of such tasks provided by the SEPC. All site specific hazards will be noted and corrected within the skills, abilities and training of Contractor's employees. Dangerous conditions for human occupancy may include, but are not limited to, unstable hard structures, presence of open or downed electrical lines, excessive water build-up/flooding, unsanitary conditions such as the presence of waste, threat of electrical hazards, presence of displaced wildlife, and so forth. The CPS shall communicate this with the SEPC to discuss plans for correction or elimination of unsafe conditions.
2. The SEPC in conjunction with the CPS and the Contractor's supervisory personnel shall evaluate the earliest time for resuming work on the jobsite and shall implement plans to that effect. Assistance with clean-up of non-contracted projects or work areas, using Contractor's heavy equipment, vehicles, and labor, will be negotiated based on the Pre-Approved Labor & Equipment Rate Schedules. It is the intent of the District to continue to provide the safest workplace and the highest level of efficiency in starting work following a storm.
3. The priorities will be:
 1. Ensure that the public is safe and protected from unsafe conditions on the jobsite created by the storm;
 2. Secure personal property;
 3. Proceed to the jobsite with caution;
 4. Ensure that site working conditions are safe;
 5. Clear roadways and other access routes of hazards;
 6. Identify and mark areas where dangerous conditions exist;
 7. Secure damaged buildings;
 8. Repair or make operable any equipment which can be used in the cleanup effort.
 9. Photo-document the site prior to starting cleanup operations.

4. Due to the perishable nature of landscape material, every effort should be made to return the plant material to their original location and position. Contractor shall attempt to return uprooted trees or plants within 48 hours.
5. Areas where hardscape, signs or other site amenities have been damaged should be cleared and made passable as quickly as possible.
6. Photo-document the worksite upon return, noting any significant changes, and communicate those changes with the SEPC.
7. Photo-document any and all damage to the landscape and hardscape areas.
8. Assess all repairs and losses within seven (7) days after the storm has passed, with follow-up assessments to occur sixty (60) days and six (6) months thereafter.

Exhibit E

GREENEWAY IMPROVEMENT DISTRICT

FREEZE PROTECTION PLAN

**For
LANDSCAPE, IRRIGATION SYSTEMS & HARDSCAPE
Located In
LAKE NONA, ORLANDO, FL**

Purpose: To provide a comprehensive list of procedures to be followed by contractors for preparations related protecting landscape elements, hardscape and irrigation systems on jobsites within Lake Nona and/or Associated Entities property boundaries. This plan is to be utilized as the minimal procedures to be followed during preparing for freeze events and frost conditions. Actual forecasted weather conditions may affect the execution of this plan. This plan is to be utilized as the authoritative guide for the process.

Greeneway Improvement District will appoint an Owners Representative who will be referred to as the Freeze Protection Coordinator (FPC) who will closely monitor the weather conditions during the winter months, which runs from December 1st to March 30th every year. The FPC will coordinate with Tavistock Development Company Landscape Personnel and the various Landscape Development & Maintenance Contractors working on site to ensure that the minimum requirements of this plan are met.

Landscape Contractors may have company freeze protection procedures in place, which exceed this plan. These procedures must be coordinated and approved by the Lake Nona FPC. At a minimum every contractor will be required to follow the procedures outlined in this plan.

Contractors will be responsible for having material, equipment and labor available to complete all protection tasks 3 days prior to the day of forecasted frost or freezing weather conditions. The contractor shall submit a Labor and Equipment Rate Schedule for review and approval by the Lake Nona FPC. The rate schedule shall cover only materials not specified to be supplied by the contractor at his cost in the Landscape Maintenance Contract and shall be submitted prior to December 1st of each year.

It is expected that as a matter of protocol, each contractor will monitor the weather for predictions of freezing weather throughout the winter season. The key to providing the safest environment for our employees and protection of the landscape assets located on Lake Nona and Associated Entities properties is based upon Preparations, Awareness, Communication, and Response.

If plant material or irrigation components are damaged and the contractor has not followed these procedures the Contractor shall make all repairs and replacements to bring the project back the pre-freeze event condition at the Contractors expense.

ADVANCE PREPARATIONS:

Preparations for expected freeze events may differ; these are the minimum actions that should be undertaken.

During the winter season the best practice is to maintain a supply of freeze protection materials, tools and safety gear which will be adequate to protect all beds and components which have been designated for protection. These materials shall include but not be limited to:

- Frost/freeze protection blankets/sheets rated for temperatures reaching 27 degrees for duration of 4 hours
- Steel fastening pins
- 1" x 2" x 24" wood stakes to support frost blankets
- Flashlights and fresh batteries (lights plus backup batteries)
- Nylon rope (polypropylene)
- Gloves
- Hand tools
- First Aid Kit
- Tote bags for fastening pins
- Rain Suits
- Safety Goggles

Action Plan Prior to December 1st:

The Best Management Practice for Freeze/Frost Protection is to be prepared; therefore the following actions should be taken prior to December 1st:

1. Contractor shall coordinate with the FPC to identify the irrigation elements, hardscape, plants and planting beds to be protected. A final list of these areas shall be prepared by the contractor and submitted to the FPC for approval.
2. Contractor shall measure and determine the quantities of materials required to successfully protect the Lake Nona landscape assets.
3. All material should be ordered at a time which will ensure that all freeze/frost protection will be delivered and on hand prior to December 15th.

5 Day Action Plan: (Prior to Freezing Weather)

As cold fronts are identified which may produce heavy frost or freezing weather the FPC and CPS shall start to monitor the advancement of the system and estimate when the 5 Day Action Plan should be implemented. The initial actions should be as follows:

1. Contractor's Project Superintendent (CPS) shall establish communication with the Lake Nona FPC regarding the forecast of the frost or freezing weather and review site specific actions to be taken by the Contractor.
2. FPC and CPS shall monitor the weather forecast at regular intervals via radio, television, computer/internet, or other means available.
3. FPC & SEPC shall continue to monitor the forecasted conditions to determine the expected duration of the freezing weather conditions.

3 Day Action Plan: (Prior to Freezing Weather)

When a "Frost or Freeze Warning" has been forecast the following shall occur:

1. CPS shall establish communication with the Lake Nona FPC regarding the potential freezing conditions and review site specific protocols required by the Lake Nona Freeze Protection Plan.
2. Hold meeting with supervisory personnel and employees to discuss the action plan.
3. Ensure all material, equipment and labor are available and on site for use as needed.
4. All landscape areas shall be well irrigated to ensure a moist soil condition during the freezing weather conditions.

1 Day Plan: (Freezing Weather Eminent)

1. All freeze/frost protection should be in place by noon of the day before a freezing weather event is expected.
2. Ensure that no irrigation or other activity will allow water onto any roadway or walkway surface which may allow ice to form and become a hazard.
3. Employees shall be instructed to wear or Contractor shall provide cold weather clothing which will protect the employees from hyperthermia while installing frost/freeze protection.
4. Take photos and/or video of the protected areas and equipment.

Day/Night of Cold Weather Event

1. CPS shall notify the FPC when all plants and irrigation equipment have been protected.
2. The FPC and CPS shall inspect the completed protection efforts.
3. If during the inspection additional work is identified and required by the FPC the CPS shall immediately dispatch a crew to complete the asset protection.
4. Ensure that all irrigation controllers are shut down and pipes drained where required.
5. Depending on weather and wind conditions the Contractor shall make arrangements for an employee to monitor the installation on the frost blankets to ensure that all corners and edges remain secure during the night and/or windy conditions.

Post Freeze/Frost Event: Phase 1 (1- 7 days)

1. Due to the perishable nature of landscape material the frost blankets should be removed as soon as it is determined that the freezing weather has passed.
2. As soon as the frost protection blankets have been removed and the weather conditions will permit the Irrigation System shall be run to replenish the moisture in the soil.
3. Irrigation systems shall be tested and operated to identify any damage which may have occurred during the freezing weather. Repairs shall be made within 24 hours.
4. Irrigation components which have been protected may keep the protection in place, providing it does not hinder the full and efficient operation of the system or create an unsightly condition.
5. Areas where trees, hardscape, signs or other site amenities have been damaged should be cleared and made passable as quickly as possible.
6. Photo-document the worksite noting any significant freeze or frost damage and communicate those damages to the FPC.
7. Police the project to remove all materials used during the freeze protection within 3 days.
8. Assess all repairs and loss: within seven (7) days after the storm.

Post Freeze/Frost Event: Phase 2 (8 – 30 days)

The Phase 2 objective is to return the project to a normal presentation and condition as soon as possible. The Contractor shall undertake the following activities with the approval of the FPC:

1. During the first five days following the freezing weather event a review of all of the landscape, irrigation system components and hardscape shall be inspected and a report prepared which identifies any freeze damage with an estimate of probable cost the replace or repair.
2. The FPC and CPS shall determine the extent of freeze damage pruning and removal required.
3. The first stage of pruning and removal shall be completed within 30 days.

Post Freeze/Frost event: Spring (February – April)

The severity of freeze damage is sometimes difficult to identification for several months.

1. Within their skills, abilities and training the Contractor shall report any new signs of freeze damage to the FPC at the end of each month.
2. All approved pruning, repairs and replacements shall be completed before April 31st.

GREENEWAY IMPROVEMENT DISTRICT

Landscape Agreements with Cepra

GREENEWAY IMPROVEMENT DISTRICT

**Third Amendment to Agreement for Nemours
Parkway Landscape and irrigation
Maintenance Services**

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE GREENEWAY
IMPROVEMENT DISTRICT AND CEPRA LANDSCAPE LLC, REGARDING THE
PROVISION OF NEMOURS PARKWAY LANDSCAPE AND IRRIGATION
MAINTENANCE SERVICES**

THIS THIRD AMENDMENT is made and entered into as of the ____ day of _____, 2021, by and between:

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**District**”), and

CEPRA LANDSCAPE LLC, a Florida limited liability company, whose address is P.O. Box 865, Oakland, Florida 34760 (the “**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*;

WHEREAS, the District previously entered into an agreement dated September 5, 2019, as amended by a First Amendment dated November 5, 2019, and a Second Amendment dated January 19, 2021, with Contractor for landscape and irrigation maintenance services for Tavistock Lakes Boulevard located within the District (together, the “**Agreement**”);

WHEREAS, pursuant to Section 21 of the Agreement, the parties desire to amend the scope of services provided by and the compensation provided to the Contractor through this Third Amendment to the Agreement (“**Third Amendment**”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Third Amendment.

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 parties, the parties agree as follows:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Third Amendment.

SECTION 2. The Agreement is hereby amended to reduce the services provided and the areas to be maintained by the Contractor under the Agreement. Exhibits A and B to the Agreement are hereby amended and replaced, respectively, by **Exhibits A and B** attached hereto. To the extent that the terms of the Agreement or this Third Amendment conflict with the terms set forth in Exhibits A and B, the terms of the Agreement and this Third Amendment shall control.

SECTION 3. Section 5 of the Agreement is hereby amended to decrease the total compensation to Seventy-Three Thousand Three Hundred Seventy-One Dollars (\$73,371.00) annually and shall be due and payable in accordance with the terms of the Agreement.

SECTION 4. Except as specifically amended above, the Agreement shall remain in full force and effect, unaltered by this Third Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Third Amendment on the day and year first written above.

Attest:

GREENEWAY IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

CEPRA LANDSCAPE LLC

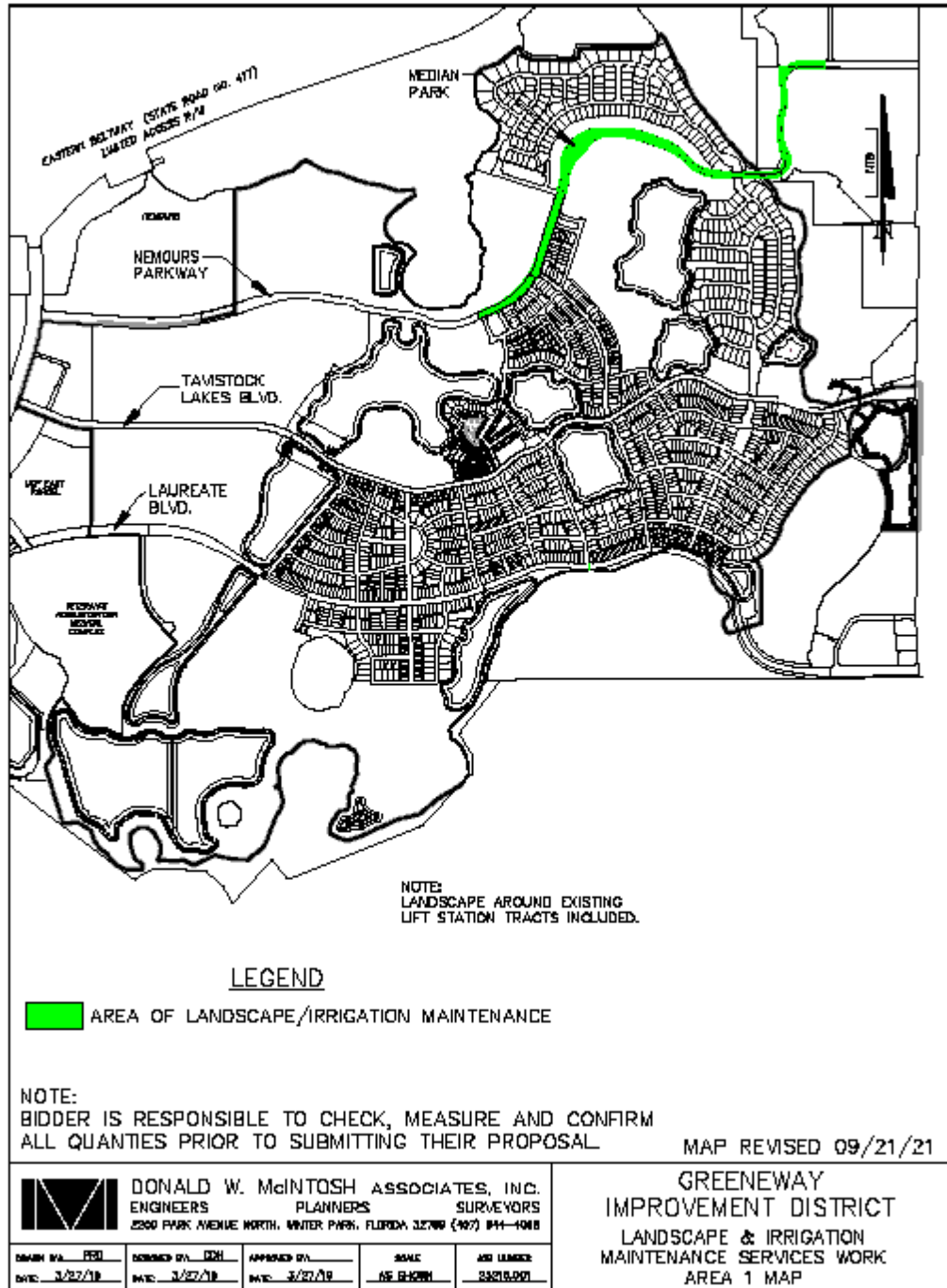
Witness

By: _____
Print: _____
Its: _____

Print Name of Witness

EXHIBIT A

EXHIBIT "1"



F:\P\2003\2021\EDM\GD-EX-AREA 1 MAP

EXHIBIT B PROPOSAL



Exhibit B

Greenway Section 1 (Greenway)

Base Maintenance Services (Monthly Costs)

Area	Landscape Management	Horticulture Services	Irrigation Management	Total
Greenway Section 1	\$6,114.25	inc	inc	\$6,114.25
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Base Monthly Costs	\$6,114.25	#VALUE!	#VALUE!	\$6,114.25
Annual Base Maintenance Cost				\$73,371.00

Additional Services Included In Contract

Area	Mulch			Annuals			Palm Pruning			Misc. Services			
	Type	Freq.	Qty	Cost	Freq.	Qty	Cost	Freq.	Qty	Cost	Freq.	Qty	Cost
				inc			n/a			inc			
				</									

Total Additional Services	\$0.00
Total Annual Cost	\$73,371.00
Total Monthly Cost	\$6,114.25

GREENEWAY IMPROVEMENT DISTRICT

**Second Amendment to Agreement for Tavistock
Lakes Boulevard Landscape and Irrigation
Maintenance Services**

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE GREENEWAY
IMPROVEMENT DISTRICT AND CEPRA LANDSCAPE LLC, REGARDING THE
PROVISION OF TAVISTOCK LAKES BOULEVARD LANDSCAPE AND
IRRIGATION MAINTENANCE SERVICES**

THIS SECOND AMENDMENT is made and entered into as of the ____ day of _____, 2021, by and between:

GREENEWAY IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**District**”), and

CEPRA LANDSCAPE LLC, a Florida limited liability company, whose address is P.O. Box 865, Oakland, Florida 34760 (the “**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*;

WHEREAS, the District previously entered into an agreement dated September 5, 2019, as amended by a First Amendment dated July 7, 2020, with Contractor for landscape and irrigation maintenance services for Tavistock Lakes Boulevard located within the District (together, the “**Agreement**”);

WHEREAS, pursuant to Section 21 of the Agreement, the parties desire to amend the scope of services provided by and the compensation provided to the Contractor through this Second Amendment to the Agreement (“**Second Amendment**”); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Second Amendment.

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 parties, the parties agree as follows:

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Second Amendment.

SECTION 2. The Agreement is hereby amended to reduce the services provided and the areas to be maintained by the Contractor under the Agreement. Exhibits A and B to the Agreement are hereby amended and replaced, respectively, by **Exhibits A and B** attached hereto. To the extent that the terms of the Agreement or this Second Amendment conflict with the terms set forth in Exhibits A and B, the terms of the Agreement and this Second Amendment shall control.

SECTION 3. Section 5 of the Agreement is hereby amended to decrease the total compensation to Sixty-Seven Thousand Seven Hundred Thirty-Two Dollars and Forty-Four Cents (\$67,732.44) annually and shall be due and payable in accordance with the terms of the Agreement.

SECTION 4. Except as specifically amended above, the Agreement shall remain in full force and effect, unaltered by this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have signed this Second Amendment on the day and year first written above.

Attest:

GREENEWAY IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairman, Board of Supervisors

CEPRA LANDSCAPE LLC

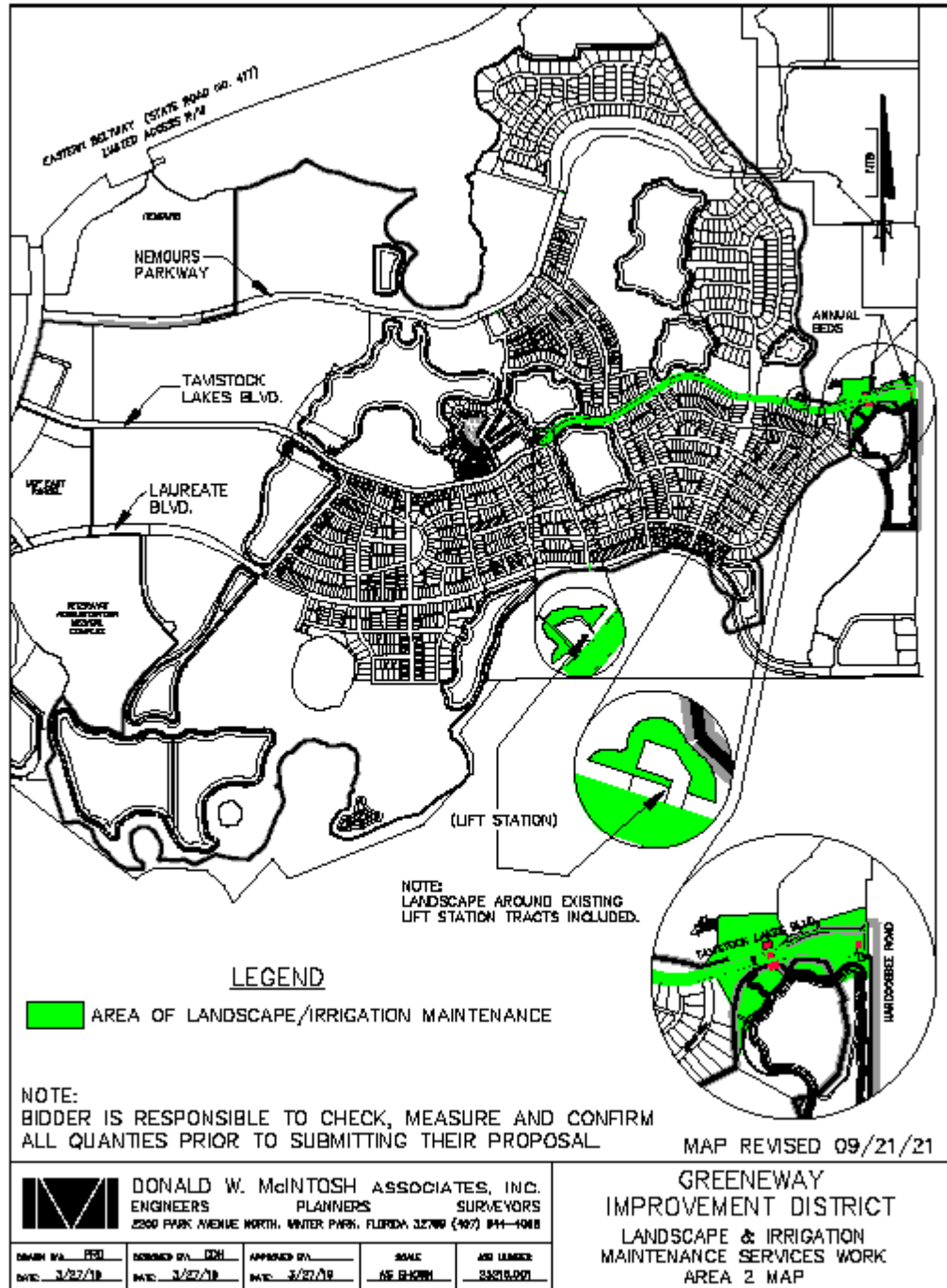
Witness

By: _____
Print: _____
Its: _____

Print Name of Witness

EXHIBIT A

EXHIBIT "2"



F:\V\p\32063\32218\DWG\20210921 GD-EX-AREA 2 MAP

EXHIBIT B PROPOSAL



Exhibit B

Greenway Section 2 (Greenway)

Base Maintenance Services (Monthly Costs)

Area	Landscape Management	Horticulture Services	Irrigation Management	Total
Greenway Section 2	\$5,644.37	inc	inc	\$5,644.37
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Base Monthly Costs	\$5,644.37	#VALUE!	#VALUE!	\$5,644.37
Annual Base Maintenance Cost				\$67,732.44

Additional Services Included In Contract

Area	Mulch			Annuals			Palm Pruning			Misc. Services			
	Type	Freq.	Qty	Cost	Freq.	Qty	Cost	Freq.	Qty	Cost	Freq.	Qty	Cost
				inc			inc			inc			

GREENEWAY IMPROVEMENT DISTRICT

Agreement for Landscape and Irrigation Maintenance Services (Section 3)

**AGREEMENT BETWEEN THE GREENEWAY IMPROVEMENT DISTRICT
AND CEPRA LANDSCAPE LLC, REGARDING THE
PROVISION OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
(SECTION 3)**

This Agreement is made and entered into as of this ____ day of _____, 2021, by and between:

Greenway Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Orlando, Florida, whose address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 ("District") and

Cepra Landscape LLC, a Florida corporation, whose address is P.O. Box 865, Oakland, Florida 34760 (hereinafter "Contractor").

RECITALS

WHEREAS, the District was established by ordinance of the City Council of the City of Orlando, Florida, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services on certain lands that are located within and around the District, described in Exhibit "A"; and

WHEREAS, Contractor submitted a proposal, attached as Exhibit "B," and represents that it is qualified to serve as a landscape maintenance contractor and provide such services to the District; and

WHEREAS, Contractor was selected by the District as the most responsive and responsible proposer; and

Now, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide a high quality level of professional landscape and irrigation maintenance services within presently established standards. Upon all parties signing this Agreement, the Contractor shall provide the District with the specific services identified in this Agreement.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C. The Contractor shall provide the specific professional services as shown in Paragraph Three (3) of this Agreement.

3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are to be performed as described in the Scope of Services, which is incorporated by reference as a material part of this Agreement in Exhibit "C", "D" and "E". Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

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

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - (1) The District hereby designates Scott Thacker to act as its representative in matters related to this Agreement.
 - (2) The Contractor and the District's representative shall tour the property within fourteen (14) days of the notice of award to: evaluate the conditions of the shrubs, trees and grass; assess the condition of the irrigation system; and record/document any deficiencies that may exist. Contractor shall provide a proposal to correct any deficiencies found.
 - (3) The Contractor agrees to meet with the District's representative no less than four (4) times per month. The Contractor also agrees to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement a minimum of one (1) time per month or as often as the District deems it necessary.

- (4) The District Representative may appoint an employee or employees which are under his direct supervision to act as an alternate representative as may be required during on site meetings.
- D. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

5. COMPENSATION; TERM.

- A. As compensation for services described in this Agreement, the District agrees to pay the Contractor in monthly payments of \$3,093.33 (Three Thousand Ninety-Three Dollars and Thirty-Three Cents) for the previous month's work. Work shall commence on or about October 1, 2021, and end September 30, 2022. In the event this Agreement is terminated pursuant to Section 14 herein, payment will be prorated for the payment period during which termination becomes effective.
- B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.
- C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees. Any subcontractors proposed to be used by Contractor are subject to approval by the District, which approval maybe withheld in the District's sole discretion.
- D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. INSURANCE.

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B. The District, its staff, consultants, representatives and supervisors and Donald W. McIntosh Associates, Inc. shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage's, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have an A.M. Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required Insurance.

7. PERFORMANCE BOND. The Contractor shall provide a performance bond in the amount of \$50,000.00 (Fifty Thousand Dollars and No Cents) to ensure that plants, trees or grass that die or deteriorate due to horticultural practices or deficiencies in landscape, irrigation or pesticide management and maintenance rendered under this agreement are replaced within forty-five (45) days of notification by the District. The performance bond shall be issued by a reputable company, licensed to conduct business in the State of Florida, and such issuer shall have an A.M. Best's Insurance Reports rating of at least A-VII.

8. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, agents and employees and the District Representative from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

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

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

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

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

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

14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing one hundred and eighty (180) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this agreement without cause by providing thirty (30) days written notice. Upon any termination of this Agreement, the Contractor shall be entitled to payment for work and/or services rendered up until the effective termination of this Agreement, an amount prorated in accordance with Section 5(A) of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such prior written approval shall be void.

17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees, subcontractors, material men or suppliers, of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by anyone or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

19. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor 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.

20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

23. 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 the District:** Greeneway Improvement District
Attn: Jennifer Walden
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817

With a copy to: Hopping Green & Sams, P.A.
Attn: Tucker Mackie
119 South Monroe Street, Suite 300
Tallahassee, Florida 32314

With a copy to: Berman Corp
Attn: Scott Thacker, Director
721 W. Verona Street
Kissimmee, Florida 34741

B. **If to the Contractor:** Cepra Landscape LLC
P.O. Box 865
Oakland, Florida 34760
Attn: Rob Maier

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. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

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

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

26. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Contractor, and shall remain in effect for a term of one (1) year unless terminated by either of the District or the Contractor.

27. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jenifer Walden (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, WALDENJ@PFM.COM, AND 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.

28. SEVERABILITY. The invalidity or unenforceability of anyone or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

29. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor 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 any doubtful language will not be interpreted or construed against any party.

30. 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.

31. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not

employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

32. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

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

Attest:

**GREENEWAY IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

CEPRA LANDSCAPE LLC,
a Florida corporation

(Signature of Witness)

By: _____
Its: _____

(Print Name of Witness)

Exhibit A	Map of Areas to be Maintained
Exhibit B	Contractor's Submitted Proposal
Exhibit C	Scope of Services, Landscape Maintenance Cultural Practices
Exhibit D	Emergency Preparedness Plan
Exhibit E	Freeze Protection Plan

EXHIBIT A MAP OF AREAS TO BE MAINTAINED

EXHIBIT "3"

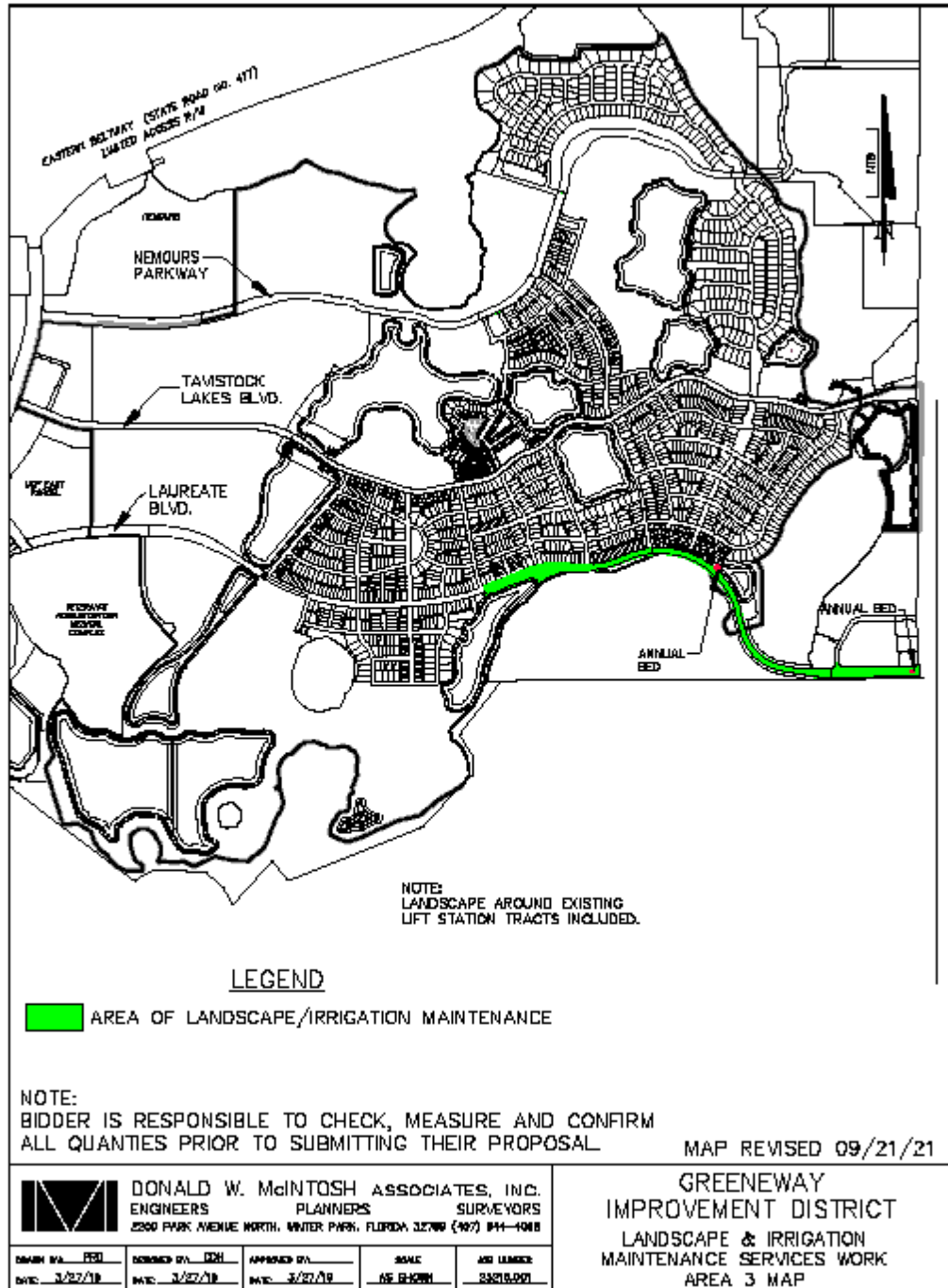


EXHIBIT B PROPOSAL



Exhibit B

Greenway Section 3 (Greenway)

Base Maintenance Services (Monthly Costs)

Area	Landscape Management	Horticulture Services	Irrigation Management	Total
Greenway	\$1,750.00	inc	\$330.00	\$2,080.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Base Monthly Costs	\$1,750.00	#VALUE!	\$330.00	\$2,080.00
Annual Base Maintenance Cost				\$24,960.00

Additional Services Included In Contract

Area	Mulch				Annuals			Palm Pruning			Misc. Services		
	Type	Freq.	Qty	Cost	Freq.	Qty	Cost	Freq.	Qty	Cost	Freq.	Qty	Cost
	1	2	50	\$5,250.00	4	1400	\$6,910.00			inc			
Total			50	\$5,250.00		1400	\$6,910.00		0	\$0.00			\$0.00

Total Additional Services	\$12,160.00
Total Annual Cost	\$37,120.00
Total Monthly Cost	\$3,093.33

Exhibit C

GREENWAY IMPROVEMENT DISTRICT

LANDSCAPE MAINTENANCE STANDARDS

Landscapes in the Greenway Improvement District (District) have been designed to complement the architectural character of the buildings and to be attractive to guests. The landscape maintenance standards outlined herein are intended to keep the properties in excellent condition and maintain the overall design intent. Landscapes that are poorly maintained will distract from the guest experience. These standards are intended to comply with City of Orlando ordinances, but in the event of a discrepancy, city ordinances will supersede.

Landscapes and hardscapes shall be maintained in a fashion that is considered "Clean, Green, and Well Defined". Clean means that all parking lots, walkways, entrances, beds, and turf areas are free of weed, litter, and debris. Green means that all turf and plant material is healthy, fertilized as appropriate, and pest free. Well Defined means that all parking lots, walkways, beds, and turf edges are clearly defined. Mulch is applied to a proper depth. Annual color is used in high impact areas to enhance appearance.

1. General Guidelines

- A. All landscapes and hardscapes shall be maintained in a neat and clean manner. This is critical to the ability to attract and retain desired customers. Landscapers should have a "better than best" mindset when performing their work.
- B. All landscape personnel shall wear professional uniforms. Personal Protective Equipment, including but not limited to reflective vests, eye protection, and hearing protection shall be utilized at all times in accordance with applicable OSHA requirements.
- C. All equipment and vehicles utilized by landscapers shall be maintained in good condition, including appearance. Vehicles are to be kept clean and presentable and contain the vendor's name and contact information.
- D. Landscape work shall be performed on days and times that are appropriate and do not interfere with activity at the site. Noisy work (mowing, edging, trimming) adjacent to residential areas is to be performed after 9:00am. Noisy work adjacent to commercial buildings is to be completed before 8:00am.
- E. Service for large turf areas shall be performed in sections. On roadways, each section is defined as the area between each intersection. It is unacceptable for the mower to move on to another section if the edges have not been trimmed and hardscapes have not been blown. This will ensure a clean and crisp look at all times.
- F. Each section shall be policed for trash during each service. Trash and debris shall be collected and discarded off-site. Discarding into trash containers on the property is not permissible.
- G. A Landscape Log shall be maintained to record all work performed including routine service, pruning, applications of fertilizer and pest control, irrigation repairs, and project work. This log is to be submitted monthly to the District using a form approved by the District.
- H. Contractor shall walk the property with the District as requested. Initially this will be weekly. Frequency of walks may be reduced for a given site once the Contractor is established and performing well. Deficiencies noted during these walks shall be completed prior to the next scheduled walk.
- I. Proposals for improvements/additional services requested by the District shall be submitted within 3 business days.
- J. Contractor shall have staff available for after-hours emergencies and provide a 24/7 contact number.
- K. Contractor Warranty: Contractor shall warrant all plant material including grass, annuals, shrubs, trees, etc. for the duration of the contract, except for plants that are identified as declining in the Baseline Landscape Evaluation. Contractor is responsible for providing proper maintenance to ensure healthy plants that meet specifications.

2. Baseline Evaluation

- A. At the commencement of all new landscape contracts, the Contractor shall prepare a Baseline Landscape Evaluation and Assessment for the area included in their scope of work.
- Photo documentation illustrating existing conditions.
 - Inventory of all dead and declining plant material.
 - Evaluation of all components of irrigation systems.
 - Evaluation of ponds (if applicable).
 - Detailed report that includes observations, recommendations, and cost estimates for all recommendations.

3. Mowing

- A. Prior to mowing on individual properties, remove and dispose of litter and downed branches from all landscape areas. Contractor is not responsible for removal of excessive storm debris such as that from a named tropical event as part of this contract.
- B. Mowing shall be in a manner consistent with landscape maintenance industry standards that ensures smooth surface appearance without scalping or leaving any uncut grass. Where possible, alternate mowing patterns.
- C. Turf areas shall be mowed weekly during the growing season from April 1st through October 31st and bi-weekly during the non-growing season from November 1st through March 31st. Based on this schedule, Contractor shall perform approximately 42 mowing cycles per year. Seasonal adjustments may be necessary based on weather conditions and types of grass. Bermuda shall be mowed twice per week during the growing season to maintain proper height. Bermuda shall also be mowed twice per week during winter months if overseeded with rye. St. Augustine ProVista shall be mowed every other week during the growing season and once a month during the winter.
- D. No more than 1/3 of the leaf blades should be removed during each cutting. Turf shall be maintained at the recommended height as indicated in the chart below:

Turfgrass Species	Optimal Mowing Height (inches)	Preferred Mower Type
Bahia	3.0-4.0	Rotary
Bermuda	0.5-1.5	Reel
St. Augustine - Floratam	3.5-4.0	Rotary
St. Augustine - ProVista	3.5-4.0*	Rotary
Zoysia	2.0-2.5	Rotary

*ProVista is a slow growing variety that should be mowed half as often as Floratam

- E. At the completion of each mowing operation, turf areas shall be free from grass clippings. Mulching type mowers are permitted, but if clumping occurs, clippings shall be removed from the mowed area by the end of each service day. Discharging grass clippings into beds and tree rings is unacceptable and any visible clippings discharged into these areas shall be removed by the end of each service day.
- F. Debris generated from mowing operations shall be removed and all areas left in a clean condition before moving onto the next zone.
- G. If weather conditions prevent mowing on the schedule day, mowing shall be completed the following day. Mowing during inclement weather will not alleviate Contractor of responsibility for damage caused by the mowing of wet areas.
4. Edging & Trimming
- A. Mechanical edging of turf shall be completed during each mowing service. Edging shall include around sidewalks, curbs, utility boxes, planting beds, and tree rings.
- B. Chemical edging is not permitted.

- C. Turf edges shall be maintained with even and clean 90-degree edges. Care should be taken to maintain bed edges as designed in either straight or curvilinear lines. Series of intentional identical beds shall be maintained so that the visual appearance is consistent.
 - D. Weed eat to match mowing height. String-type trimmers shall not be used within 12 inches of trees, palms, landscape plantings, light poles and signs.
 - E. Debris generated from edging & trimming operations shall be removed and all areas left in a clean condition before moving onto the next zone.
 - F. Tree rings shall be 36" minimum diameter for canopy trees and 12" diameter for palms. Turf edge along beds shall be 12" from shrubs. Over time as the shrubs mature, reduce the turf area rather than sheering the shrubs. Turf edges along annual beds shall be 6" from annuals.
5. Blowing
- A. All hardscapes and landscapes shall be maintained free from turf clippings, sand, seeds, seed pods, dates, pine cones, palm boots, palm fronds and other debris. This includes sidewalks, stairs, roadways, parking lots, curbs, utility boxes, planting beds, and tree rings.
 - B. Blowing should be performed in conjunction with mowing and trimming operations. It is unacceptable to wait until the end of the day to blow areas that were mowed and trimmed.
 - C. Areas sensitive to noise and blowing debris shall be hand swept rather than blown. Examples include areas with proximity to restaurants, building entrances, pools, and special event setups.
 - D. Materials shall not be blown or placed into any storm water drain or body of water.
 - E. Care must be taken to prevent blowing debris onto vehicles or hardscape surfaces.
6. Irrigation
- A. Irrigation is controlled by the District's Water Management Specialist. This section outlines Contractor's responsibilities as it relates to irrigation.
 - B. Contractor is responsible for plant health and shall notify the District in writing if at any time irrigation schedules are inadequate or if other irrigation issues are present. Careful monitoring shall occur, especially in drought periods when reclaimed water pressure may be reduced by the utility provider.
 - C. Contractor is responsible for notifying the District in advance regarding new plantings and renovations to ensure proper irrigation schedule is updated.
 - D. Contractor is responsible for making repairs to irrigation systems and ensuring the systems are operational at all times. Minor adjustments and repairs such as adjusting nozzles for proper coverage, raising & lowering of heads, nozzle cleaning and replacement, filter cleaning, and repairing small leaks is included in the contract. Small leaks that are included in the contract are defined as non-glued repairs such as tightening swing joints and threaded fitting. Other repairs are to be billed to the District according to the Schedule of Values. The District shall be notified prior to completing any repairs that will be in excess of \$500. The District shall not be billed to repair damages caused by mowers and other landscape equipment and practices.
 - E. When Contractor becomes aware of breaks and leaks, needed repairs shall be made prior to the next run cycle. Mainline repairs must be completed within 24 hours. Photos documenting repairs shall accompany all invoices for mainline repairs.
 - F. Valve boxes shall remain flush and level with grade. Damaged lids shall be replaced promptly.
 - G. Contractor shall have access to water trucks within 24 hours of request by the District, which is billed according to the Schedule of Values.
 - H. If turf or plant materials interfere with proper water output after proper trimming, sprinkler heads shall be adjusted. This may require raising or relocating heads which is included in the contract. It is unacceptable to remove or over-trim plant material.
 - I. As trees and plants grow, drip irrigation systems may require adjustment or removal to prevent girdling of roots. Contractor shall make recommendations to the District for these adjustments.
 - J. Whenever plant materials are replaced with different materials, irrigation needs shall be evaluated with appropriate adjustments made. When changing beds from shrubs to turf, irrigation may need to be modified to ensure proper irrigation and prevent over-watering. Hydrozoning of irrigation shall be included in the cost of enhancement projects.

7. Beds

A. Preparation and Soil Quality

- i. Contractor is responsible for plant health. It is recommended that soils shall be tested annually to identify pH level of soil and develop the appropriate treatment plan. Soil amendments required to maintain healthy plants are the responsibility of the Contractor.

B. Annuals (Seasonal Color)

- i. Flowering annuals shall be used to enhance the overall appearance of properties. Annuals are to be planted in key areas where an extra "pop" makes a high impact on guests.
- ii. Annual beds included in the contract are marked on the site map. Contractor is responsible for measuring beds. Additional beds created after commencement of the contract shall be billed according to the Schedule of Values.
- iii. Seasonal change-outs shall occur 4 times per year and are included in the contract. Annuals should be replaced when they appear dead.
- iv. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Annuals that fail to perform during this period shall be replaced immediately at the Contractor's expense.
- v. Selection and color of annuals shall be approved by the District prior to installation.
- vi. Annuals shall be minimum 4" pots and shall be installed according to the spacing in the following chart:

January	Petunias	12"
January	Pansies	6"
March	New Guinea Sunpatiens	12"
July	New Guinea Sunpatiens	12"
November	Poinsettias	10"

- vii. Mulch should not be added to annual beds, other than a light dusting of pine fines.
- viii. Annually, prior to the spring change out, existing soil shall be removed to a depth of 6" in all annual beds and replaced with new bedding soil consisting of 10% coarse sand, 25% pine fines, 15% vermiculite, and 50% compost.
- ix. Contractor shall maintain access to a reasonable supply of spare annuals to accommodate replacing annuals damaged by vehicles. Beds that are damaged by vehicles shall be restored within 24 hours and billed according to the Schedule of Values.
- x. Annual beds are to be maintained weed free at all times.
- xi. Declining blooms are to be removed immediately. Dead heading is included for all annuals deemed necessary by the District.
- xii. Freeze protection plans shall be implemented as needed for all annual beds. Contractor shall be responsible for prompt replacement of annuals for failure to take appropriate freeze protection measures.

C. Shrubs/Perennials

- i. When pruning, current techniques and standards approved by the International Society of Arboriculture shall be followed. Plants shall be selectively pruned to improve structure and health and to enhance flowering or appearance.
- ii. In general, shrubs are to be pruned with rounded edges to avoid creating a harsh boxed look. Exceptions are made where a squared hedge look is desired such as with podocarpus.
- iii. Where shrubs grow into turf areas, it is expected that the turf edge be cut back to allow room for plants to grow, as opposed to shearing plants in an unnatural way.
- iv. Occasional harsh pruning to stimulate new growth is included and shall be at the direction of the District.
- v. Dead plant materials shall be removed immediately and replaced within 5 working days. When replacing dead plants, consideration should be given to understanding why they died. Prior to replacement, soil amendments and irrigation adjustments may be required and are

included in the contract. Recommendations for changing to a different type of plant material are welcome but must be approved by the District. Plants shall be replaced according to the Schedule of Values.

- vi. All vine type plants shall be trained and staked according to design intent.
- vii. Pruning shall occur as needed based on the specific plant varieties. This may range in frequency anywhere from annually to monthly. Pruning of flowering shrubs should be carefully timed to maximize blooming. Flowering shrubs should not be pruned until after the bloom cycle. Shrubs shall be maintained so that they are neat and clean at all times. Certain varieties require hand pruning to prevent damage caused by mechanical pruners.
- viii. Shrubs adjacent to structures, roadways, and sidewalks shall be pruned to maintain a clearance of 6" unless otherwise directed by the District.
- ix. Dead-heading shall be performed throughout the growing season to encourage further flowering.

D. Trees & Palms

- i. All tree bracing systems shall be checked regularly and adjusted as needed to prevent girdling. Braces and cables should be loosened or removed when appropriate. Bracing systems shall be removed after 12 months unless otherwise directed by the District. Removal of tree bracing systems is included in the contract.
- ii. Pruning of trees and palms up to a height of 12 feet is to be performed as needed during regular weekly service. Pruning of palms in excess of 12 feet is to be performed minimum two times per year to remove seeds, dates, and brown fronds. All specimen palms shall be maintained such that snapped or brown fronds are removed during each weekly service.
- iii. The central leader/trunk shall be maintained and protected. No topping is permitted.
- iv. Trees shall be pruned according to best practices for each variety. Street trees shall be maintained with a minimum seven-foot clearance from ground to lower branches over sidewalks and fourteen-foot clearance over roads and must not impede clear site lines and traffic clearance, including visibility of street signs.
- v. Crape Myrtles shall be only lightly pruned. Severe topping is not permitted except as directed by the District.
- vi. Magnolias shall be only lightly pruned and canopies shall not be raised except as directed by the District.
- vii. Trees shall be pruned when necessary to keep branches clear of buildings, lights, and signs. Branches rubbing on buildings is not acceptable.
- viii. Dead and broken branches shall be removed as often as necessary so that trees appear neat at all times. Hanging branches such as those hit by large trucks shall be removed immediately.
- ix. Palm fronds shall be removed when the frond is brown. Removing fronds prematurely can deprive the palm of nutrients and stunt growth. Fronds shall be removed as close to the trunk as possible without damaging the petiole base. Over-pruning ("hurricane cuts") of palms is not permitted. Palm pruning consists of removal of all dead fronds, seedpods, and any loose boots.
- x. Pruning of feature trees and other specimen plant material may only be performed after review and approval by a certified arborist.
- xi. All trees shall be maintained free of suckers and water sprouts.
- xii. Trees shall be inspected regularly for disease and dead or damaged limbs and pruned accordingly to prevent further damage and potential injury to guests.

E. Mulching

- i. Standard mulch for most locations is natural shredded hardwood with no cypress content. Pine straw shall be used on pond bank slopes. Pine fines shall be used in beds with Asiatic Jasmine or similar ground cover which shall be mulched lightly. All mulch for each cycle shall be supplied from the same source to ensure consistent appearance.
- ii. Mulch shall be added to all beds two times each year with a thickness of 1-1/2".

- iii. Mulch shall be maintained 3" thick except around the base of trees and shrubs. Mulch should be kept 6" away from the base of trees.
- iv. Mulch shall not be added to annual beds except for a light dusting of pine fines to help with weed control.
- v. Removal of existing mulch build-up is not included in the contract, but is recommended every 3 years. Contractor shall submit a separate price for mulch removal and disposal.

8. Fertilization, Pest Control, and Weed Control

- A. Contractor is responsible for the health of plants. Fertilization, pest control, and weed control shall occur at regular intervals based on specific needs of various plant materials. Contractor shall determine the most appropriate timing and formulas for applications, based on recommendations from the UF/IFAS Extension. Soil testing is recommended but are at the Contractor's discretion.
- B. Fertilization shall occur at least quarterly for all plants.
- C. Flowering shrubs shall be fertilized monthly when in bloom.
- D. Special care must be taken to ensure the health of palms which are expensive to replace. Contractor shall implement a comprehensive treatment program to promote health and prevent disease and infestation.
- E. Application plans shall be submitted to the District each month, outlining the schedule for the month and product details.
- F. Fertilizers shall be removed from hardscapes prior to rain or irrigating.
- G. Additional or modified fertilization may be necessary to promote plant health and improve appearance. Fertilization rates should be adjusted to achieve healthy, mature, desirable growth. Fertilizers should only be applied when plants are actively growing.
- H. All fertilizer applications are to be recorded in the Landscape Log and sent electronically to the District after each application.
- I. Integrated Pest Management shall be implemented to ensure the most effective and safest treatment is utilized. Special care is to be given in areas where children are likely to encounter pests and pesticides.
- J. Turfgrasses shall be inspected during each mowing service to identify early warning signs of pest and disease related issues. Treatment should occur immediately. Contractor is responsible for replacing turf that is damaged by pests, disease, or irrigation problems.
- K. When pruning trees and shrubs that are diseased, pruning tools shall be sterilized to isolate the spread of disease. At times, complete removal of a plant may be required to prevent spread of infection. Replacement options shall be recommended to the District.
- L. All landscapes and hardscapes are to be kept free of weeds at all times.
- M. Weeds are to be controlled by the most efficient method, which may include hand removal, mechanical removal, and/or chemical removal.
- N. Chemical weed control should be used cautiously around plant material. Contractor shall be responsible for replacing damaged plants resulting from improper spraying and overspray due to windy conditions.
- O. Herbicides are not to be used in windy weather when there is risk of damaging nearby plant materials.
- P. Weeds shall be controlled in turf at all times. Pre-emergent and post-emergent herbicides should be used as appropriate.
- Q. All individuals engaged in commercial spraying shall be properly trained and have a valid pesticide applicator license issued by the Florida Department of Agriculture.
- R. Contractor shall be responsible for replacement of plants that die as a result of improper application or lack of fertilizer, pest control, and weed control. Contractor shall not be held responsible to replace plants killed by diseases that are unpreventable.

9. Lighting

- A. Lighting is essential for security and safety as well as highlighting landscape and architectural features. Plant vegetation shall be trimmed to prevent intrusion around lighting and signage.

- B. Monthly night-time inspections shall be performed to identify lights that are blocked by vegetation. Deficiencies are to be promptly corrected, including adjusting the angle of lights that have been bumped by lawn care equipment. Lights that are not functioning should be reported immediately to the District for repairs.
 - C. Lights that are damaged by Contractor shall be replaced at the Contractor's expense.
- 10. Emergency Response
 - A. Contractor shall recognize the District as a high priority client before and after emergency events such as hurricanes.
 - B. Pre-tropical weather event
 - i. As soon as a tropical storm watch or hurricane watch is issued for the area, all landscape related items on the property shall be secured.
 - ii. Ensure all weak (new) trees are properly staked and supported.
 - iii. Prepare equipment and supplies to be able to respond to the site after the storm.
 - C. Post-tropical weather event
 - i. Within 12 hours after a tropical storm warning or hurricane warning expires, or when it is safe to do so, the site shall be assessed for damage and cleanup shall commence by the landscape Contractor. Damage to buildings and major damage to the site shall be reported to the District immediately. Downed wires should not be approached and should be reported to the utility company immediately.
 - ii. Contractor will be compensated on a time and materials basis for reasonable labor and supplies required to clean up the site and restore it to its proper appearance. This includes but is not limited to collecting and disposing of debris, pruning damaged trees and shrubs, straightening trees and installing supports as needed, and sweeping parking lots. Major expenses such as tree replacement shall be reviewed with the District prior to proceeding.
- 11. List of Appendices:
 - A. Fertilization Program.
 - B. Site plan showing defined boundaries of Contractor's scope
 - C. Schedule of Values for additional work outside the contract scope.

**APPENDIX A
GREENEWAY IMPROVEMENT DISTRICT
FERTILIZATION MATRIX**

1. SHRUBBERY, CANOPY TREES, PALMS, AND ORNAMENTAL GRASSES

Date	Type	Rate
February	8 - 2 - 12	15 pounds of fertilizer per 1000 square feet
May	8 - 2 - 12	15 pounds of fertilizer per 1000 square feet
August	8 - 2 - 12	15 pounds of fertilizer per 1000 square feet
November	8 - 2 - 12	15 pounds of fertilizer per 1000 square feet

8 - 2 - 12 Label	
Material	
Total Nitrogen (N)	8.00
% Nitrate Nitrogen	0
% Ammonical Nitrogen	0
% Urea Nitrogen	8.000
% Water Insoluble Nitrogen	0
Available Phosphate (P2O5)	2.00
Soluble Potash (K2O)	12.00
Total Sulfur (S)	13.544
Sulfur as S (Free)	0.808
Sulfur as S (Combined)	12.736
Calcium (Ca)	1.010
Chlorine not more than	0.048
Secondary Nutrients	
Total Magnesium (Mg)	4.80
Soluble Magnesium (Mg)	4.80
Total Soluble Manganese (Ma)	2.00
Total Chelated Iron (Fe)	0.200
Total Soluble Copper (Cu)	0.020
Total Soluble Zinc (Zn)	0.020
Total Boron (B)	0.100

Derived from:

Polymer coated Sulfate of Potash-Magnesia, Polymer coated Urea, Sulfate of Potash, Triple Superphosphate, Calcium Sulfate, Copper Sulfate, Gypsum, Iron EDTA, Manganese Sulfate, Sodium Borated, and Zinc Sulfate

2. ST. AUGUSTINE, BAHIA, ZOYSIA AND BERMUDA

Date	Type	Rate
February	8 - 0 - 12	15 pounds of fertilizer per 1000 square feet
May	8 - 0 - 12	15 pounds of fertilizer per 1000 square feet
August	8 - 0 - 12	15 pounds of fertilizer per 1000 square feet
November	8 - 0 - 12	15 pounds of fertilizer per 1000 square feet

8 - 2 - 12 Label	
Material	
Total Nitrogen (N)	8.00
% Nitrate Nitrogen	1.00
% Ammonical Nitrogen	2.50
% Urea Nitrogen	4.50
% Water Insoluble Nitrogen	0
Available Phosphate (P205)	0
Soluble Potash (K20)	12.00
Total Sulfur (S)	12.14
Sulfur as S (Combined)	12.14
Chlorine not more than	0.078
Secondary Nutrients	
Total Magnesium (Mg)	4.00
Soluble Magnesium (Mg)	4.00
Soluble Manganese (Ma)	2.00
Chelated Iron (Fe)	0.20
Soluble Copper (Cu)	0.02
Soluble Zinc (Zn)	0.02
Boron (B)	0.05

Derived from:

Ammonium Nitrate, Polymer coated Sulphur Coated Urea, Polymer coated Urea, Sulfate of Ammonia, Sulfate of Potash, Sulfate of Potash-Magnesia, Triple Superphosphate, Copper Sulfate, Iron EDTA, Manganese Sulfate, Sodium Borate, and Zinc Sulfate

3. PERENNIAL BEDDING PLANTS

Date	Type	Rate
March	10-10-17	1.5 pounds of fertilizer/100 square foot
June	10-10-17	1.5 pounds of fertilizer/100 square foot
September	10-10-17	1.5 pounds of fertilizer/100 square foot
December	10-10-17	1.5 pounds of fertilizer/100 square foot

Nutricote Controlled Release 10-10-17	
Label	
Material	
Total Nitrogen	10.00
% Nitrate Nitrogen	5.00
% Ammonical Nitrogen	5.00
Available Phosphorus (P2O5)	10.00
Soluble Potash (K2O)	17.00
Secondary Nutrients	
Total Magnesium (Mg)	1.2
Total Manganese (Mn)	0.05
Total Iron (Fe)	0.16
Total Zinc (Zn)	0.01
Total Molybdenum (Mo)	0.015
Total Copper (Cu)	0.04
Total Boron (B)	0.01

Derived From:

Ammonium Nitrate, Ammonium Phosphate, Potassium Nitrate, Sulfate of Potash, Magnesium Sulfate, Sodium Borate, Copper Sulfate, Iron Sulfate, Manganese Sulfate, Ferrous Ethylenediamine Tetra acetate, Sodium Molybdate and Zinc Sulfate

4. SUPPLEMENTAL PALM - For nutritionally weak palms

Date	Tank Mixture	Rate
Monthly until recovery occurs	5lbs -20-20-20 + 25lbs tech Mangam + 1 gallon Roots: 1-2-3-+ 25lbs Magnesium sulfate/100 gallons water	Drench 5-gallon single palms, 10 gallons cluster Palms

OR

Date	Type	Rate
Every Three (3) months until recovery occurs	0-0-10	15 pounds of Fertilizer per 1000 square feet

0-0-10 LABEL	
Material	
Soluble Potash	10.00
Total Magnesium	5.00
Soluble Magnesium	5.00
Soluble Manganese	2.00

Derived From:

Polymer Coated Sulfate of Potash-Magnesia,
Sulfate of Potash-Magnesia, and Manganese Sulfate

Exhibit D

Greenway Improvement District
EMERGENCY PREPAREDNESS PLAN
For
LANDSCAPE, HARDSCAPE & STREETSCAPE AMENITIES
Located In
ORLANDO, FL

Purpose: To provide a comprehensive list of procedures to be followed by the Contractor for preparations related to storm events and other natural emergencies on the District jobsite within the District's boundaries. This plan is to be utilized as the minimal procedures to be followed during preparation for storm events, such as hurricane and other extreme wind or water events. Actual physical situations and weather conditions may affect the execution of this plan. This plan is to be utilized as a guide for the process. The District Board of Supervisors has approved the form of this Addendum, has authorized the form of this Addendum to be supplemented by the CDD Construction Committee prior to execution based on the nature of the contractual services required, and has authorized the execution of this Addendum.

The District will appoint a representative referred to as the Storm Emergency Preparedness Coordinator (SEPC) who will closely monitor the weather conditions during the hurricane season, which runs from June 1st to November 30th every year, and generally monitor the weather for the balance of the year. The SEPC will coordinate with the Contractor to ensure that the minimum requirements of this plan are met.

The Contractor may have company-generated emergency/storm work procedures in place, which exceed this plan. These procedures must be coordinated and approved by the SEPC. At a minimum, the Contractor will be required to follow the procedures outlined in this plan. For the safety of all employees, the Contractor's crew shall not be dispatched until the storm has passed, unless authorized by the SEPC. After the storm has passed, the jobsite will be evaluated by the Contractor's Project Superintendent (CPS) and the SEPC for safe working conditions. All employees are not to be allowed to return to work until the site has been deemed safe and sanitary for work by the SEPC and the CPS. No personnel, whether essential or non-essential, shall be allowed to work on the site when maximum sustained winds exceed 39 mph. It is contemplated that a regional emergency council/group ("Council") may be established among landowners with the District in the future for the purpose of effectuating Development-wide emergency policies and procedures. In the event the Council designates facilities for the purpose of allowing essential personnel to remain on-site during an emergency, the Contractor agrees to coordinate with the SEPC in determining whether Contractor personnel shall remain onsite during an emergency at such time in the future.

The Contractor is expected to place the District in a priority position and the Contractor shall commit to having labor and equipment on site within 12 hours of the storm passing to begin cleanup and restoration operations.

The Contractor will bring in additional equipment and labor, if needed, with the approval of the SEPC. The Contractor shall submit a Labor and Equipment Rate Schedule annually for review and approval by the SEPC. The Contractor shall submit to the SEPC a rate schedule on or before October 1. All preparedness action items shall be in addition to the scope of services identified in the Agreement and shall be provided by the Contractor at no additional cost.

It is expected that, as a matter of protocol, the Contractor will also monitor the weather for tropical storms, hurricanes, and other weather events that may create emergency conditions throughout the year. The key to providing the safest environment and protection of the landscape and hardscape assets located within the District is based upon preparations, storm awareness, communication, and response.

PREPARATIONS: Preparations for expected storm events may differ; these are the minimum actions that should be undertaken.

During the storm season, the best practice for the jobsite location is to maintain a supply of emergency supplies in the event of isolation, loss of utility services, road blockage, and loss of fuel supplies. Items to be included in the Emergency Response Box ("Hurricane Box"), or other such emergency storage container, should include, but is not limited to:

- Supply of Drinking water (3 days per employee on site)
- 3-day supply of non-perishable food
- Flashlights and fresh batteries (lights plus backup batteries)
- Nylon rope (polypropylene) (500')
- Spare Ear Plugs
- Tarps (5-10)
- Leather palmed gloves
- Fuel
- Electrical Generator
- Hand tools (ax, shovel, rake, etc.)
- First Aid Kit
- Duct tape
- Plastic garbage bags –large yard size
- Rain Suit
- 1 roll of CAUTION tape
- Spare Safety Goggles
- Rubber boots
- Mosquito Repellant
- Asphalt "cold patch"
- Quick set concrete mix
- Spare irrigation pipe and fittings
- Chainsaw(s)
- Leaf blower(s)
- Extension cord (500')
- String of temporary lights
- Rolls of Poly (5)
- Scaffold and boards
- Portable light on wheels
- Spare chainsaw chains
- Chainsaw bar oil

5 Day Action Plan:

Where potential for a hurricane landfall, or other natural emergency, is expected within a 5-day period, or in the event the area is placed under a "HURRICANE WATCH," the following shall occur:

1. The CPS shall establish communication with the SEPC regarding the presence of the storm/hurricane/emergency and review site specific actions to be undertaken by the Contractor.
2. The CPS shall monitor the storms progress at regular intervals via radio, television, computer/internet, or other means available.
3. The CPS shall communicate conditions and plans with their company's Safety Team or Safety Manager as may be required to review the situation ahead of time.
4. The CPS shall continue to monitor the storm/hurricane/emergency for changes in the storm profile and/or projected course, and communicate these changes to the SEPC.

3 Day Action Plan:

Where potential for a storm/hurricane landfall, or other natural emergency, is expected within a 3-day period or in the event the area is placed under a "HURRICANE WARNING," preparations shall be made to: secure the jobsite; protect District landscape and hardscape assets; prepare for tie down actions and evacuation. In addition, the following shall occur:

1. The CPS shall establish communication with the SECP regarding the potential emergency conditions and review site specific protocols required by the SECP and by the Contractor.
2. The CPS shall notify the Company Safety Manager and/or supervisory personnel of the preparations of the jobsite shutdown and preparation to secure the site.
3. The SEPC will hold meetings with Contractor supervisory personnel and employees to discuss the proposed action plan.
4. Ensure all materials, tools, tool sheds, containers and small equipment are removed from low-lying areas and are protected from rising water and are tied down.
5. Ensure that all motorized equipment is securely parked in an elevated area so it will not be damaged from possible flooding and is tied down. Equipment parking areas will be approved by the SEPC after discussion with the CPS.
6. All Contractor-owned construction trailers, office trailers, tool trailers, sheds, etc., if any, on the Contractor's jobsite shall be tied down securely according to City of Orlando Code. If equipment cannot be secured properly, it shall be removed from the jobsite.
7. Police the jobsite and storage yards to remove, or direct removal of, potential flying objects from the site or secure them with proper tie-downs.
8. Have all temporary port-o-lets pumped out, tied down or removed.

9. Have all trash dumpsters emptied or removed.
10. Top off all equipment with fuel in the event that fuel supply becomes short or service stations are inoperable following the storm/emergency. All equipment and all fuel cans should be filled to capacity.
11. All water containers should be filled with potable water to capacity.
12. All bag fertilizer or chemicals should be placed in the interior of a secure structure or removed from the site.
13. Board up all windows in field office (if applicable), or protect them with storm shutters.
14. Disconnect all field office (if applicable) electrical equipment (computers, copiers, etc.).
15. Take photos of your site prior to the storm/emergency to record site and landscape conditions.
16. Park trucks and other motorized equipment in an open area that will be easy to clear and near a major roadway, if possible, so after-storm access is easier.
17. All uninstalled landscape materials shall be secured in the best possible way considering the anticipated intensity of the upcoming storm event.
18. All ties, guys and other tree or plant material support systems shall be checked, tightened, secured or replaced to protect the landscape asset from the level of storm damage expected.
19. All drains, swales, inlets, outlets or other elements of the drainage system shall be checked to ensure that the stormwater structures and conveyance channels are free flowing.

1 Day Plan: (Hurricane is Eminent)

The CPS shall establish communication with the SEPC regarding the eminence of a storm/hurricane/emergency and review site specific protocols to be utilized by the SEPC and by the CPS. Communication options for post storm shall be established in the event of the loss of cellular or wired communication for the time period immediately following the storm event.

The CPS shall notify the Contractor's Safety Manager and/or supervisory personnel of the preparations at the jobsite and potential for a project site lockdown. Discussion will entail whether and at what time a lockdown shall be mandated or if there is adequate safe and secure shelter from the storm. In the event of an evacuation, the Contractor's employees shall be offered evacuation and encouraged to participate in an evacuation plan. Before any evacuation, the following shall be completed:

1. Remove any scaffolding.
2. Ensure that all small equipment is in the security of storage containers or secure building.
3. All small materials are placed in close proximity to storage containers.

4. All heavy equipment is parked surrounding the yard materials and storage containers to form a perimeter. Final inspection of the jobsite to secure any small items and to prevent flying debris shall be conducted by the SEPC at this point.
5. Ensure first aid kits are fully stocked.
6. Identify debris collection locations.
7. Place flashlight, fresh batteries, first aid kit and/or emergency kit in appropriate company vehicles. In the event of an evacuation, the Contractor's trucks remaining on the jobsite shall be placed in a perimeter with the heavy equipment.
8. Generators shall be placed in a point of easy access for first retrieval.
9. Take photos and/or video of the secured jobsite, if possible.
10. Sandbag the doors of the field office (if applicable), if possible.

After the storm: (Post Hurricane)

1. Once the storm has passed, the jobsite shall be evaluated in partnership with the CPS and the SEPC for its safety. The CPS shall organize available manpower to accomplish specific tasks based upon a prioritization of such tasks provided by the SEPC. All site specific hazards will be noted and corrected within the skills, abilities and training of Contractor's employees. Dangerous conditions for human occupancy may include, but are not limited to, unstable hard structures, presence of open or downed electrical lines, excessive water build-up/flooding, unsanitary conditions such as the presence of waste, threat of electrical hazards, presence of displaced wildlife, and so forth. The CPS shall communicate this with the SEPC to discuss plans for correction or elimination of unsafe conditions.
2. The SEPC in conjunction with the CPS and the Contractor's supervisory personnel shall evaluate the earliest time for resuming work on the jobsite and shall implement plans to that effect. Assistance with clean-up of non-contracted projects or work areas, using Contractor's heavy equipment, vehicles, and labor, will be negotiated based on the Pre-Approved Labor & Equipment Rate Schedules. It is the intent of the District to continue to provide the safest workplace and the highest level of efficiency in starting work following a storm.
3. The priorities will be:
 1. Ensure that the public is safe and protected from unsafe conditions on the jobsite created by the storm;
 2. Secure personal property;
 3. Proceed to the jobsite with caution;
 4. Ensure that site working conditions are safe;
 5. Clear roadways and other access routes of hazards;
 6. Identify and mark areas where dangerous conditions exist;
 7. Secure damaged buildings;
 8. Repair or make operable any equipment which can be used in the cleanup effort.
 9. Photo-document the site prior to starting cleanup operations.

4. Due to the perishable nature of landscape material, every effort should be made to return the plant material to their original location and position. Contractor shall attempt to return uprooted trees or plants within 48 hours.
5. Areas where hardscape, signs or other site amenities have been damaged should be cleared and made passable as quickly as possible.
6. Photo-document the worksite upon return, noting any significant changes, and communicate those changes with the SEPC.
7. Photo-document any and all damage to the landscape and hardscape areas.
8. Assess all repairs and losses within seven (7) days after the storm has passed, with follow-up assessments to occur sixty (60) days and six (6) months thereafter.

Exhibit E

GREENEWAY IMPROVEMENT DISTRICT

FREEZE PROTECTION PLAN

**For
LANDSCAPE, IRRIGATION SYSTEMS & HARDSCAPE
Located In
LAKE NONA, ORLANDO, FL**

Purpose: To provide a comprehensive list of procedures to be followed by contractors for preparations related protecting landscape elements, hardscape and irrigation systems on jobsites within Lake Nona and/or Associated Entities property boundaries. This plan is to be utilized as the minimal procedures to be followed during preparing for freeze events and frost conditions. Actual forecasted weather conditions may affect the execution of this plan. This plan is to be utilized as the authoritative guide for the process.

Greeneway Improvement District will appoint an Owners Representative who will be referred to as the Freeze Protection Coordinator (FPC) who will closely monitor the weather conditions during the winter months, which runs from December 1st to March 30th every year. The FPC will coordinate with Tavistock Development Company Landscape Personnel and the various Landscape Development & Maintenance Contractors working on site to ensure that the minimum requirements of this plan are met.

Landscape Contractors may have company freeze protection procedures in place, which exceed this plan. These procedures must be coordinated and approved by the Lake Nona FPC. At a minimum every contractor will be required to follow the procedures outlined in this plan.

Contractors will be responsible for having material, equipment and labor available to complete all protection tasks 3 days prior to the day of forecasted frost or freezing weather conditions. The contractor shall submit a Labor and Equipment Rate Schedule for review and approval by the Lake Nona FPC. The rate schedule shall cover only materials not specified to be supplied by the contractor at his cost in the Landscape Maintenance Contract and shall be submitted prior to December 1st of each year.

It is expected that as a matter of protocol, each contractor will monitor the weather for predictions of freezing weather throughout the winter season. The key to providing the safest environment for our employees and protection of the landscape assets located on Lake Nona and Associated Entities properties is based upon Preparations, Awareness, Communication, and Response.

If plant material or irrigation components are damaged and the contractor has not followed these procedures the Contractor shall make all repairs and replacements to bring the project back the pre-freeze event condition at the Contractors expense.

ADVANCE PREPARATIONS:

Preparations for expected freeze events may differ; these are the minimum actions that should be undertaken.

During the winter season the best practice is to maintain a supply of freeze protection materials, tools and safety gear which will be adequate to protect all beds and components which have been designated for protection. These materials shall include but not be limited to:

- Frost/freeze protection blankets/sheets rated for temperatures reaching 27 degrees for duration of 4 hours
- Steel fastening pins
- 1" x 2" x 24" wood stakes to support frost blankets
- Flashlights and fresh batteries (lights plus backup batteries)
- Nylon rope (polypropylene)
- Gloves
- Hand tools
- First Aid Kit
- Tote bags for fastening pins
- Rain Suits
- Safety Goggles

Action Plan Prior to December 1st:

The Best Management Practice for Freeze/Frost Protection is to be prepared; therefore the following actions should be taken prior to December 1st:

1. Contractor shall coordinate with the FPC to identify the irrigation elements, hardscape, plants and planting beds to be protected. A final list of these areas shall be prepared by the contractor and submitted to the FPC for approval.
2. Contractor shall measure and determine the quantities of materials required to successfully protect the Lake Nona landscape assets.
3. All material should be ordered at a time which will ensure that all freeze/frost protection will be delivered and on hand prior to December 15th.

5 Day Action Plan: (Prior to Freezing Weather)

As cold fronts are identified which may produce heavy frost or freezing weather the FPC and CPS shall start to monitor the advancement of the system and estimate when the 5 Day Action Plan should be implemented. The initial actions should be as follows:

1. Contractor's Project Superintendent (CPS) shall establish communication with the Lake Nona FPC regarding the forecast of the frost or freezing weather and review site specific actions to be taken by the Contractor.
2. FPC and CPS shall monitor the weather forecast at regular intervals via radio, television, computer/internet, or other means available.
3. FPC & SEPC shall continue to monitor the forecasted conditions to determine the expected duration of the freezing weather conditions.

3 Day Action Plan: (Prior to Freezing Weather)

When a "Frost or Freeze Warning" has been forecast the following shall occur:

1. CPS shall establish communication with the Lake Nona FPC regarding the potential freezing conditions and review site specific protocols required by the Lake Nona Freeze Protection Plan.
2. Hold meeting with supervisory personnel and employees to discuss the action plan.
3. Ensure all material, equipment and labor are available and on site for use as needed.
4. All landscape areas shall be well irrigated to ensure a moist soil condition during the freezing weather conditions.

1 Day Plan: (Freezing Weather Eminent)

1. All freeze/frost protection should be in place by noon of the day before a freezing weather event is expected.
2. Ensure that no irrigation or other activity will allow water onto any roadway or walkway surface which may allow ice to form and become a hazard.
3. Employees shall be instructed to wear or Contractor shall provide cold weather clothing which will protect the employees from hyperthermia while installing frost/freeze protection.
4. Take photos and/or video of the protected areas and equipment.

Day/Night of Cold Weather Event

1. CPS shall notify the FPC when all plants and irrigation equipment have been protected.
2. The FPC and CPS shall inspect the completed protection efforts.
3. If during the inspection additional work is identified and required by the FPC the CPS shall immediately dispatch a crew to complete the asset protection.
4. Ensure that all irrigation controllers are shut down and pipes drained where required.
5. Depending on weather and wind conditions the Contractor shall make arrangements for an employee to monitor the installation on the frost blankets to ensure that all corners and edges remain secure during the night and/or windy conditions.

Post Freeze/Frost Event: Phase 1 (1- 7 days)

1. Due to the perishable nature of landscape material the frost blankets should be removed as soon as it is determined that the freezing weather has passed.
2. As soon as the frost protection blankets have been removed and the weather conditions will permit the Irrigation System shall be run to replenish the moisture in the soil.
3. Irrigation systems shall be tested and operated to identify any damage which may have occurred during the freezing weather. Repairs shall be made within 24 hours.
4. Irrigation components which have been protected may keep the protection in place, providing it does not hinder the full and efficient operation of the system or create an unsightly condition.
5. Areas where trees, hardscape, signs or other site amenities have been damaged should be cleared and made passable as quickly as possible.
6. Photo-document the worksite noting any significant freeze or frost damage and communicate those damages to the FPC.
7. Police the project to remove all materials used during the freeze protection within 3 days.
8. Assess all repairs and loss: within seven (7) days after the storm.

Post Freeze/Frost Event: Phase 2 (8 – 30 days)

The Phase 2 objective is to return the project to a normal presentation and condition as soon as possible. The Contractor shall undertake the following activities with the approval of the FPC:

1. During the first five days following the freezing weather event a review of all of the landscape, irrigation system components and hardscape shall be inspected and a report prepared which identifies any freeze damage with an estimate of probable cost the replace or repair.
2. The FPC and CPS shall determine the extent of freeze damage pruning and removal required.
3. The first stage of pruning and removal shall be completed within 30 days.

Post Freeze/Frost event: Spring (February – April)

The severity of freeze damage is sometimes difficult to identification for several months.

1. Within their skills, abilities and training the Contractor shall report any new signs of freeze damage to the FPC at the end of each month.
2. All approved pruning, repairs and replacements shall be completed before April 31st.

GREENEWAY IMPROVEMENT DISTRICT

Cepra Unit Pricing Request

Lake Nona Pricing

Additional Labor		Current Pricing	Proposed Pricing	Cepra Pricing	
General Enhancement Labor	HR	\$ 36.00	\$ 46.00	\$ 55.00	
Irrigation Tech	HR	\$ 42.00	\$ 52.00	\$ 60.00	
Irrigation Repairs - includes labor and materials					
.5 - 1" Line Break	LF	\$ 25.80	\$ 40.00	\$ 30.00	
1.25" - 2" Line Break	LF	\$ 84.00	\$ 84.00	\$ 84.00	
2" to 3" Line Break	LF	\$ 111.60	\$ 125.00	\$ 125.00	
4" Line Break	LF	\$ 174.00	\$ 175.00	\$ 175.00	
1" Gate Valve	EA	\$ 134.40	\$ 30.00	\$ 30.00	Material Only
1.5" Gate Valve	EA	\$ 189.60	\$ 60.00	\$ 60.00	Material Only
2" Gate Valve	EA	\$ 254.20	\$ 84.00	\$ 84.00	Material Only
2.5" Gate Valve	EA	\$ 324.00	\$ 190.00	\$ 190.00	Material Only
3" Gate Valve	EA	\$ 392.40	\$ 225.00	\$ 240.00	Material Only
4" Gate Valve	EA	\$ 462.00	\$ 375.00	\$ 390.00	Material Only
1" Scrubber Valve	EA	\$ 262.86	\$ 280.00	\$ 310.00	
1.5" Scrubber Valve	EA	\$ 345.60	\$ 355.00	\$ 430.00	
2" Scrubber Valve	EA	\$ 420.00	\$ 450.00	\$ 520.00	
3" Scrubber Valve	EA	\$ 651.60	\$ 675.00	\$ 750.00	
Valve Box 10"	EA	\$ 54.00	\$ 54.00	\$ 54.00	Can Vary W/Sizes
6" SAM Spray Head	EA	\$ 27.00	\$ 33.00	\$ 46.80	
12" SAM Spray Head	EA	\$ 33.00	\$ 42.00	\$ 58.00	
12" spray to riser with stake	EA	\$ 32.40	\$ 55.00	\$ 75.00	
Rotary Head 3.4" - 1"	EA	\$ 39.00	\$ 45.00	\$ 51.80	
Nozzles Fixed	EA	\$ 5.00	\$ 5.00	\$ 6.40	
Rotary Nozzles	EA	\$ 10.00	\$ 12.50	\$ 16.00	
Tree Bubblers (new install)	EA	\$ 46.80	\$ 60.00	\$ 85.00	
Landscape - includes labor and material (sod cutter not included)					
Mulch - Hardwood	CY	\$ 42.00	\$ 45.00	\$ 48.00	
Mulch - Fine Fines	CY	\$ 48.00	\$ 50.00	\$ 55.00	
Mulch - Pine Straw	CY	\$ 18.00	\$ 20.00	\$ 22.00	
Sod (St Aug.)<500	SF	\$ 1.08	\$ 1.36	\$ 1.45	

Sod (St Aug.) 500-5000	SF	\$ 0.95	\$ 1.32	\$ 1.41	
Sod (St Aug.) >5000	SF	\$ 0.83	\$ 1.28	\$ 1.37	
Sod (Zoysia and Provista)<500	SF	\$ 1.08	\$ 1.52	\$ 1.61	
Sod (Zoysia and Provista) 500-5000	SF	\$ 0.95	\$ 1.48	\$ 1.57	
Sod (Zoysia and Provista) >5000	SF	\$ 0.83	\$ 1.44	\$ 1.53	
Sod (Bermuda)<500	SF	\$ 1.08	\$ 1.47	\$ 1.56	
Sod (Bermuda) 500-5000	SF	\$ 0.95	\$ 1.43	\$ 1.52	
Sod (Bermuda) >5000	SF	\$ 0.83	\$ 1.39	\$ 1.43	
Bahia <500	SF	\$ 0.54	\$ 0.95	\$ 1.09	
Bahia 500-5000	SF	\$ 0.48	\$ 0.86	\$ 1.00	
Bahia >5000	SF	\$ 0.42	\$ 0.80	\$ 0.90	
Annuals 4.5"	EA	\$ 2.28	\$ 2.50	\$ 2.76	
1 gal	EA	\$ 5.40	\$ 6.00	\$ 7.00	
3 gal	EA	\$ 14.70	\$ 16.00	\$ 17.00	
7 gal	EA	\$ 44.50	\$ 47.00	\$ 49.75	
15 gal	EA	\$ 112.20	\$ 112.50	\$ 112.50	

GREENEWAY IMPROVEMENT DISTRICT

**Requisition Nos. 700 – 702 in August 2021 in an
amount totaling \$3,744.25**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270• 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 August 1, 2021 through August 31, 2021. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
700	Donald W. McIntosh Associates	\$3,438.75
701	Boggy Creek Improvement District	\$44.50
702	Hopping Green & Sams	\$261.00
		\$3,744.25

**GREENWAY IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
2013**

(Acquisition and Construction Fund)

The undersigned, a Responsible Officer of the Greenway Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2013, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2013 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition Number:** 700
- (B) **Name of Payee:** Donald W. McIntosh Associates
- (C) **Amount Payable:** \$3,438.75
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 41404 for Project 23216 (Lake Nona Greenway) Through 07/16/2021 – **\$718.75**
 - 2. Invoice 41410 for Project 17141 (Centerline Drive Phase 2 (aka Segment F)) Through 07/16/2021 – **\$1,897.00**
 - 3. Invoice 41412 for Project 18140 (Centerline Drive – Segments A & B) Through 07/16/2021 – **\$343.00**
 - 4. Invoice 41413 for Project 18141 (Centerline Drive – Segments C & D) Through 07/16/2021 – **\$480.00**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement;

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 moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

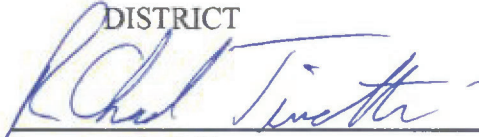
RECEIVED

By Amanda Lane at 11:37 am, Aug 11, 2021

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.

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

GREENEWAY IMPROVEMENT
DISTRICT

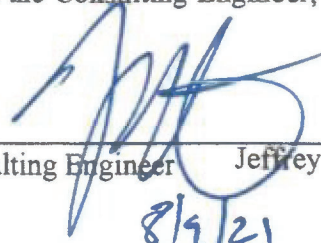


Responsible Officer

Date: 8/11/2021

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the cost of the 2013 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2013 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified.



Consulting Engineer

Jeffrey J. Newton, PE

Date: 8/9/21

RECEIVED

By Amanda Lane at 11:37 am, Aug 11, 2021

**GREENWAY IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
2013**

(Acquisition and Construction Fund)

The undersigned, a Responsible Officer of the Greenway Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2013, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2013 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition Number:** 701
- (B) **Name of Payee:** Boggy Creek Improvement District
- (C) **Amount Payable:** \$44.50
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Reimbursement for Construction-Related Legal Advertising, Split Between Boggy Creek, Greenway, Myrtle Creek, Poitras East, and Midtown, Paid to Orlando Sentinel Out of Boggy Creek Series 2018 Construction Funds Requisition 205 (Reference OSC40490253 ; Ad: 6993139)
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement;

RECEIVED

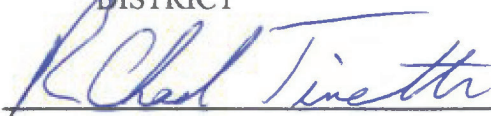
By Amanda Lane at 3:32 pm, Aug 23, 2021

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 moneys 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.

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

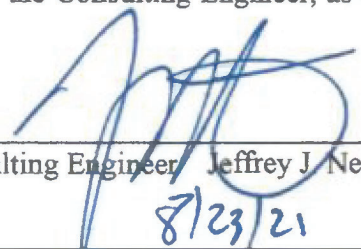
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer

Date: 8/23/2021

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the cost of the 2013 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2013 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer Jeffrey J. Newton, PE
Date: 8/23/21

RECEIVED

By Amanda Lane at 3:32 pm, Aug 23, 2021

**GREENEWAY IMPROVEMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS
2013**

(Acquisition and Construction Fund)

The undersigned, a Responsible Officer of the Greenway Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U. S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2013, as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2013 (the "Indenture"), (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) **Requisition Number:** 702
- (B) **Name of Payee:** Hopping Green & Sams
- (C) **Amount Payable:** \$261.00
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 124657 for Project Construction through 07/31/2021
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013 Project and in accordance with the terms of the Acquisition Agreement;

RECEIVED


By Amanda Lane at 3:14 pm, Aug 30, 2021

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 moneys 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.

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

GREENWAY IMPROVEMENT
DISTRICT



Responsible Officer

Date: 8/30/2021

CONSULTING ENGINEER'S APPROVAL

The undersigned Consulting Engineer hereby certifies that this disbursement is for the cost of the 2013 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2013 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer Jeffrey L. Newton, PE

Date: 8/27/21

RECEIVED

By Amanda Lane at 3:14 pm, Aug 30, 2021

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
August 2021 in an amount totaling \$125,266.21**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • 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 August 1, 2021 through August 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$125,266.21**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Greenway Improvement District
AP Check Register (Current by Bank)
 Check Dates: 8/1/2021 to 8/31/2021

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3137	08/02/21	P	BERMAN	Berman Construction LLC	\$3,000.01
3138	08/02/21	P	CEPRA	Cepira Landscape	\$18,944.08
3139	08/02/21	P	DONMC	Donald W. McIntosh Associates	\$576.00
3140	08/02/21	P	DOWNTON	Down to Earth Landscape & Irr	\$3,973.67
3141	08/02/21	P	HGS	Hopping Green & Sams	\$2,438.00
3142	08/02/21	P	TRUSTE	US Bank as Trustee for Greenew	\$37,365.27
3143	08/17/21	P	AAIKIN	Amanda Aikins	\$200.00
3144	08/17/21	P	AMUNRO	Antoinette Munroe	\$200.00
3145	08/17/21	P	CEPRA	Cepira Landscape	\$3,208.00
3146	08/17/21	P	DONMC	Donald W. McIntosh Associates	\$885.00
3147	08/17/21	P	DWC	DWC Outdoors & Hauling	\$350.00
3148	08/17/21	P	HGS	Hopping Green & Sams	\$6,055.52
3149	08/17/21	P	MFRANK	Matthew Franko	\$200.00
3150	08/17/21	P	ORLS	Orlando Sentinel	\$245.00
3151	08/17/21	P	PFMGC	PFM Group Consulting	\$3,365.81
3152	08/17/21	P	TRUSTE	US Bank as Trustee for Greenew	\$131,390.03
3153	08/17/21	P	VGLOBA	VGlobalTech	\$425.00
3154	08/24/21	P	AAIKIN	Amanda Aikins	\$200.00
3155	08/24/21	P	AMUNRO	Antoinette Munroe	\$200.00
3156	08/24/21	P	BERMAN	Berman Construction LLC	\$3,000.01
3157	08/24/21	P	CEPRA	Cepira Landscape	\$42,170.18
3158	08/24/21	P	DWC	DWC Outdoors & Hauling	\$1,425.00
3159	08/24/21	P	MFRANK	Matthew Franko	\$200.00
3160	08/24/21	P	ORLS	Orlando Sentinel	\$545.00
3161	08/24/21	P	PFMGC	PFM Group Consulting	\$3,344.81
BANK SUN REGISTER TOTAL:					\$263,906.39
GRAND TOTAL :					\$263,906.39

95,151.09	Checks 3137-3141, 3143-3151, 3153-3161
168,755.30	Debt service paid (checks 3142, 3152)
713.74	PA 497 - OCU paid online
8,193.11	June ICM paid to Boggy Creek
8,090.24	July ICM paid to Boggy Creek
13,118.03	PA 500 - OUC paid online
294,021.51	Total cash spent
125,266.21	O&M cash spent

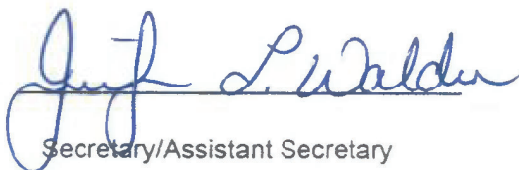
* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (V id Date) ; "A" - Application; "E" - EFT
 ** Denotes broken check sequence.

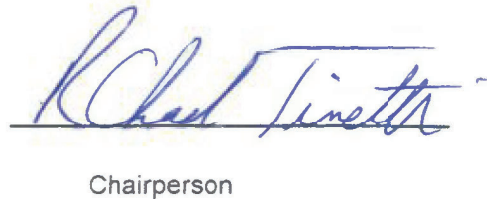
GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #495

7/2/2021

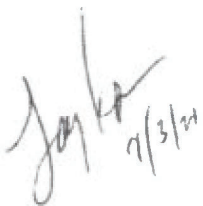
Item No.	Payee	Invoice Number	General Fund
1	Berman Construction July Administrator & Irrigation Specialist	13268	\$ 3,000.01
2	Ceptra Landscape Tree and Plant Repairs	25985	\$ 761.20
	July Landscape Maintenance	26226	\$ 7,979.08
	July Landscape Maintenance	26227	\$ 10,965.00
3	Down to Earth Landscape & Irrigation July Landscape Maintenance	100485	\$ 3,973.67
TOTAL			\$ 26,678.96


Secretary/Assistant Secretary


Chairperson

RECEIVED

By Amanda Lane at 10:56 am, Jul 06, 2021


9/3/21

GREENEWAY IMPROVEMENT DISTRICT

Construction Funding Request #028

7/9/2021

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates District Boundary Split Assistance Through 07/02/2021	41293	\$ 576.00
2	Hopping Green & Sams 2020 Boundary Amendment Counsel Through 05/31/2021	123579	\$ 2,438.00
		TOTAL	\$ 3,014.00

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Saturday, July 10, 2021 11:52 AM
To: Amanda Lane; Damon Ventura; AccountsPayable
Subject: RE: Greeneway - FR #28

ALERT: This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

GID FR#28 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, July 9, 2021 6:12 PM
To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Greeneway - FR #28

EXTERNAL E-MAIL

Please see attached for Greeneway FR #28 for \$3,014.00.

Amanda Lane
Assistant Chief District Accountant

PLEASE NOTE: Effective July 30, 2021, our new physical and mailing address will change to:

3501 Quadrangle Boulevard, Suite 270 | Orlando, FL 32817

Our phone numbers and fax number will remain the same.

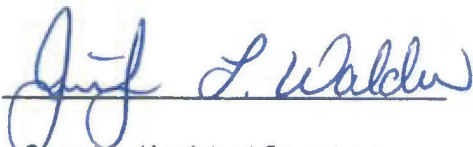
PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (**direct phone 407.723.5925**) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

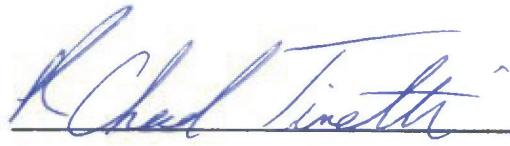
GREENEWAY IMPROVEMENT DISTRICT

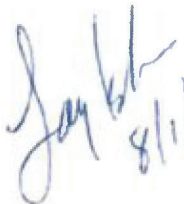
Payment Authorization #498

7/30/2021

Item No.	Payee	Invoice Number	General Fund
1	PFM Group Consulting		
	June Billable Expenses	116271	\$ 6.90
	DM Fee: July 2021	DM-07-2021-18	\$ 3,333.33
	June Reimbursables	OE-EXP-07-20	\$ 25.58
2	Supervisor Fees - 07/20/2021 Meeting		
	Amanda Aikins	--	\$ 200.00
	Antoinette Munroe	--	\$ 200.00
	Matthew Franko	--	\$ 200.00
3	VGlobalTech		
	Quarter 2 ADA Audit	2829	\$ 300.00
	July Website Maintenance	2858	\$ 125.00
TOTAL			\$ 4,390.81


Secretary/Assistant Secretary


Chairperson


8/1/21

RECEIVED

By Amanda Lane at 1:54 pm, Aug 12, 2021

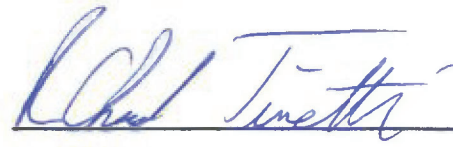
GREENEWAY IMPROVEMENT DISTRICT

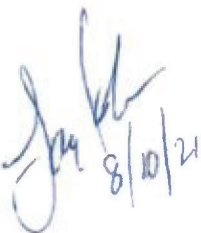
Payment Authorization #499

8/6/2021

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction August Administrator & Irrigation Specialist	13775	\$ 3,000.01
2	Ceptra Landscape Doisy July Repairs Mainline and Valve Reconstruction August Landscape Maintenance August Landscape Maintenance	26864 26865 26972 26973	\$ 2,116.00 \$ 1,092.00 \$ 7,979.08 \$ 10,965.00
3	Donald W McIntosh Associates Engineering Services Through 07/16/2021	41403	\$ 187.50
4	DWC Outdoors & Hauling Tree Pruning	1247	\$ 350.00
5	Hopping Green & Sams General Counsel Through 06/30/2021	124124	\$ 1,683.02
6	Orlando Sentinel Legal Advertising on 07/20/2021; Ad: 6987057	OSC39477377	\$ 245.00
TOTAL			\$ 27,617.61


Secretary/Assistant Secretary


Chairperson


8/10/21

RECEIVED

By Amanda Lane at 1:54 pm, Aug 12, 2021

GREENEWAY IMPROVEMENT DISTRICT

Construction Funding Request #029

8/6/2021

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates District Boundary Split Assistance Through 07/16/2021	41405	\$ 697.50
2	Hopping Green & Sams 2020 Boundary Amendment Counsel Through 06/30/2021	124125	\$ 4,372.50
		TOTAL	\$ 5,070.00

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Sunday, August 8, 2021 3:30 PM
To: Amanda Lane; Damon Ventura; AccountsPayable
Subject: RE: Greeneway - FR #29
Attachments: GID FR #029.pdf

ALERT: This message is from an external source. **BE CAUTIOUS** before clicking any link or attachment

GID FR #29 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, August 6, 2021 5:36 PM
To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Greeneway - FR #29

EXTERNAL E-MAIL

Please see attached for Greeneway FR #29 for \$5,070.00.

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
3501 Quadrangle Blvd., Ste. 270 | Orlando, FL 32817
(New address as of July 29, 2021)

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #500

8/13/2021

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District July 2021 ICM Expenses	ICM2021-10	\$ 8,090.24
2	OUC Acct: 8795843030 ; Service 07/02/2021 - 08/03/2021	--	\$ 13,118.03
TOTAL			\$ 21,208.27


Secretary/Assistant Secretary


Chairperson


RECEIVED

By Amanda Lane at 10:55 am, Aug 16, 2021

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #501

8/20/2021

Item No.	Payee	Invoice Number	General Fund
1	Cepira Landscape		
	Nemours Pkwy Landscape Improvement	25199	\$ 13,507.80
	TLB Jasmine Removal	25200	\$ 1,356.00
	TLB Jasmine Replacement	25201	\$ 7,629.30
	Nemours Pkwy Oak Tree Replacement	25205	\$ 733.00
2	DWC Outdoors & Hauling		
	Live Oak Trunk Sonic Tomography	1278	\$ 1,425.00
3	Orange County Utilities		
	9987 Laureate Blvd ; Service 07/16/2021 - 08/16/2021	Acct: 6838006489	\$ 524.48
4	Orlando Sentinel		
	Legal Advertising on 07/30/2021 & 08/06/2021 (Ad: 6987214)	OSC40489303	\$ 545.00
5	PFM Group Consulting		
	DM Fee: August 2021	DM-08-2021-18	\$ 3,333.33
	July Reimbursables	OE-EXP-08-16	\$ 11.48
6	Supervisor Fees - 08/17/2021 Meeting		
	Amanda Aikins	--	\$ 200.00
	Antoinette Munroe	--	\$ 200.00
	Matthew Franko	--	\$ 200.00
TOTAL			\$ 29,665.39

Rhonda Munroe

Secretary/Assistant Secretary

Robert T. Tine

Chairperson

Greenway Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
LaneA@pfm.com // 407-723-5925

RECEIVED

By Amanda Lane at 3:31 pm, Aug 23, 2021

GREENEWAY IMPROVEMENT DISTRICT

Work Authorizations/Proposed Services
(if applicable)

GREENEWAY IMPROVEMENT DISTRICT

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

Greenway Improvement District
Statement of Financial Position
As of 8/31/2021

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$273,156.55				\$273,156.55
State Board of Administration	1,520.56				1,520.56
Accounts Receivable - Due from Developer	381.46				381.46
Prepaid Expenses	3,343.33				3,343.33
Deposits	1,625.58				1,625.58
Infrastructure Capital Reserve	54,262.44				54,262.44
Interchange Maintenance Reserve	18,952.14				18,952.14
Debt Service Reserve (Series 2013)		\$3,478,503.13			3,478,503.13
Debt Service Reserve (Series 2018)		195.91			195.91
Revenue (Series 2013)		835,732.43			835,732.43
Prepayment (Series 2013)		9,988,246.67			9,988,246.67
Principal (Series 2018)		1.00			1.00
General Checking Account			\$7,074.65		7,074.65
Acquisition/Construction (Series 2013)			668,128.19		668,128.19
Acquisition/Construction (Series 2018)			1,150.05		1,150.05
Total Current Assets	<u>\$353,242.06</u>	<u>\$14,302,679.14</u>	<u>\$676,352.89</u>	<u>\$0.00</u>	<u>\$15,332,274.09</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$14,302,679.14	\$14,302,679.14
Amount To Be Provided				31,562,320.86	31,562,320.86
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$45,865,000.00</u>	<u>\$45,865,000.00</u>
Total Assets	<u><u>\$353,242.06</u></u>	<u><u>\$14,302,679.14</u></u>	<u><u>\$676,352.89</u></u>	<u><u>\$45,865,000.00</u></u>	<u><u>\$61,197,274.09</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$7,881.95				\$7,881.95
Due To Other Governmental Units	7,892.55				7,892.55
Deferred Revenue	381.46				381.46
Accounts Payable			\$1,150.00		1,150.00
Total Current Liabilities	<u>\$16,155.96</u>	<u>\$0.00</u>	<u>\$1,150.00</u>	<u>\$0.00</u>	<u>\$17,305.96</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$45,865,000.00	\$45,865,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$45,865,000.00</u>	<u>\$45,865,000.00</u>
Total Liabilities	<u><u>\$16,155.96</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,150.00</u></u>	<u><u>\$45,865,000.00</u></u>	<u><u>\$45,882,305.96</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$53,372.29				\$53,372.29
Current Year Net Assets, Unrestricted	15,000.00				15,000.00
Net Assets - General Government	88,624.94				88,624.94
Current Year Net Assets - General Government	180,088.87				180,088.87
Net Assets, Unrestricted		\$4,523,304.33			4,523,304.33
Current Year Net Assets, Unrestricted		9,779,374.81			9,779,374.81
Net Assets, Unrestricted			(\$10,264,278.80)		(10,264,278.80)
Net Assets, Unrestricted			867,775.79		867,775.79
Current Year Net Assets, Unrestricted			358,331.72		358,331.72
Net Assets - General Government			9,713,374.18		9,713,374.18
Total Net Assets	<u><u>\$337,086.10</u></u>	<u><u>\$14,302,679.14</u></u>	<u><u>\$675,202.89</u></u>	<u><u>\$0.00</u></u>	<u><u>\$15,314,968.13</u></u>
Total Liabilities and Net Assets	<u><u>\$353,242.06</u></u>	<u><u>\$14,302,679.14</u></u>	<u><u>\$676,352.89</u></u>	<u><u>\$45,865,000.00</u></u>	<u><u>\$61,197,274.09</u></u>

Greenway Improvement District
Statement of Activities
As of 8/31/2021

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$539,131.74				\$539,131.74
Off-Roll Assessments	372,087.57				372,087.57
Developer Contributions	48,607.91				48,607.91
Other Income & Other Financing Sources	0.66				0.66
Inter-Fund Transfers In	15,000.00				15,000.00
On-Roll Assessments		\$2,580,916.30			2,580,916.30
Other Assessments		18,546,326.11			18,546,326.11
Inter-Fund Group Transfers In		(159.00)			(159.00)
Debt Proceeds		405,133.90			405,133.90
Developer Contributions			\$2,281.00		2,281.00
Inter-Fund Transfers In			(14,841.00)		(14,841.00)
Debt Proceeds			643,385.28		643,385.28
Total Revenues	<u>\$974,827.88</u>	<u>\$21,532,217.31</u>	<u>\$630,825.28</u>	<u>\$0.00</u>	<u>\$23,137,870.47</u>
<u>Expenses</u>					
Supervisor Fees	\$4,600.00				\$4,600.00
Public Officials' Liability Insurance	2,415.00				2,415.00
Trustee Services	9,708.38				9,708.38
Management	36,666.63				36,666.63
Engineering	26,562.75				26,562.75
Dissemination Agent	3,750.00				3,750.00
Property Appraiser	2,810.00				2,810.00
District Counsel	46,180.44				46,180.44
Assessment Administration	7,500.00				7,500.00
Audit	4,425.00				4,425.00
Travel and Per Diem	91.20				91.20
Postage & Shipping	155.81				155.81
Legal Advertising	3,975.01				3,975.01
Miscellaneous	469.65				469.65
Property Taxes	4,246.25				4,246.25
Web Site Maintenance	2,275.00				2,275.00
Holiday Decorations	6,075.00				6,075.00
Dues, Licenses, and Fees	175.00				175.00
Electric	8,838.12				8,838.12
Water Reclaimed	51,186.23				51,186.23
General Insurance	2,717.00				2,717.00
Property & Casualty	4,041.00				4,041.00
Irrigation	50,868.12				50,868.12
Landscaping Maintenance & Material	244,161.60				244,161.60
Tree Trimming	1,775.00				1,775.00
Flower & Plant Replacement	37,185.00				37,185.00
Contingency	7,957.99				7,957.99

Greenway Improvement District
Statement of Activities
As of 8/31/2021

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
IME - Aquatics Maintenance	3,306.60				3,306.60
IME - Irrigation	2,241.31				2,241.31
IME - Landscaping	82,211.39				82,211.39
IME - Lighting	697.99				697.99
IME - Miscellaneous	4,151.05				4,151.05
IME - Water Reclaimed	558.66				558.66
Pest Control	2,595.00				2,595.00
Hardscape Maintenance	6,550.00				6,550.00
Streetlights	74,238.60				74,238.60
Personnel Leasing Agreement	33,000.11				33,000.11
Principal Payments (Series 2013)		\$1,095,000.00			1,095,000.00
Principal Payments (Series 2018)		7,871,569.64			7,871,569.64
Interest Payments (Series 2013)		2,558,535.69			2,558,535.69
Interest Payments (Series 2018)		228,365.37			228,365.37
Engineering			\$215,039.94		215,039.94
District Counsel			4,684.00		4,684.00
Legal Advertising			892.62		892.62
Contingency			51,898.84		51,898.84
Total Expenses	<u>\$780,361.89</u>	<u>\$11,753,470.70</u>	<u>\$272,515.40</u>	<u>\$0.00</u>	<u>\$12,806,347.99</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$622.88				\$622.88
Interest Income		\$628.20			628.20
Interest Income			\$21.84		21.84
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$622.88</u>	<u>\$628.20</u>	<u>\$21.84</u>	<u>\$0.00</u>	<u>\$1,272.92</u>
Change In Net Assets	\$195,088.87	\$9,779,374.81	\$358,331.72	\$0.00	\$10,332,795.40
Net Assets At Beginning Of Year	<u>\$141,997.23</u>	<u>\$4,523,304.33</u>	<u>\$316,871.17</u>	<u>\$0.00</u>	<u>\$4,982,172.73</u>
Net Assets At End Of Year	<u><u>\$337,086.10</u></u>	<u><u>\$14,302,679.14</u></u>	<u><u>\$675,202.89</u></u>	<u><u>\$0.00</u></u>	<u><u>\$15,314,968.13</u></u>

Greenway Improvement District
 Budget to Actual
 For the Month Ending 08/31/2021

	Actual	Budget	Variance	FY 2021 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 539,131.74	\$ 494,156.92	\$ 44,974.82	\$ 539,080.28
Off-Roll Assessments	372,087.57	341,080.27	31,007.30	372,087.57
Developer Contributions	48,607.91	-	48,607.91	-
Other Income & Other Financing Sources	0.66	-	0.66	-
Net Revenues	\$ 959,827.88	\$ 835,237.19	\$ 124,590.69	\$ 911,167.85
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 4,600.00	\$ 6,600.00	\$ (2,000.00)	\$ 7,200.00
Financial & Administrative				
Public Officials' Liability Insurance	2,415.00	2,337.50	77.50	2,550.00
Trustee Services	9,708.38	8,250.00	1,458.38	9,000.00
Management	36,666.63	36,666.67	(0.04)	40,000.00
District Engineering				
District Engineering	4,900.50	9,166.67	(4,266.17)	10,000.00
Boundary Amendment - Developer Funded	21,662.25	-	21,662.25	-
Dissemination Agent	3,750.00	4,583.33	(833.33)	5,000.00
Property Appraiser	2,810.00	1,558.33	1,251.67	1,700.00
District Counsel				
District Counsel	20,686.33	27,500.00	(6,813.67)	30,000.00
Boundary Amendment - Developer Funded	25,494.11	-	25,494.11	-
Assessment Administration	7,500.00	6,875.00	625.00	7,500.00
Reamortization Schedules	-	229.17	(229.17)	250.00
Audit	4,425.00	4,583.33	(158.33)	5,000.00
Travel and Per Diem	91.20	275.00	(183.80)	300.00
Telephone	-	45.83	(45.83)	50.00
Postage & Shipping	155.81	916.67	(760.86)	1,000.00
Copies	-	2,291.67	(2,291.67)	2,500.00
Legal Advertising	3,975.01	6,875.00	(2,899.99)	7,500.00
Miscellaneous	469.65	4,675.00	(4,205.35)	5,100.00
Property Taxes	4,246.25	916.64	3,329.61	1,000.00
Web Site Maintenance	2,275.00	2,475.00	(200.00)	2,700.00
Holiday Decorations	6,075.00	7,333.33	(1,258.33)	8,000.00
Dues, Licenses, and Fees	175.00	229.17	(54.17)	250.00
Total General & Administrative Expenses	\$ 162,081.12	\$ 134,383.31	\$ 27,697.81	\$ 146,600.00

Greeneway Improvement District

Budget to Actual
For the Month Ending 08/31/2021

	Actual	Budget	Variance	FY 2021 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ 8,838.12	\$ 8,250.00	\$ 588.12	\$ 9,000.00
Water-Sewer Combination Services				
Water Reclaimed	51,186.23	36,666.67	14,519.56	40,000.00
Other Physical Environment				
General Insurance	2,717.00	2,704.17	12.83	2,950.00
Property & Casualty Insurance	4,041.00	6,416.67	(2,375.67)	7,000.00
Other Insurance	-	137.50	(137.50)	150.00
Irrigation Repairs	50,868.12	36,666.67	14,201.45	40,000.00
Landscaping Maintenance & Material	244,161.60	247,349.67	(3,188.07)	269,836.00
Tree Trimming	1,775.00	36,666.67	(34,891.67)	40,000.00
Flower & Plant Replacement	37,185.00	36,666.67	518.33	40,000.00
Contingency	7,957.99	19,242.87	(11,284.88)	20,992.22
Pest Control	2,595.00	4,345.00	(1,750.00)	4,740.00
Hurricane Cleanup	-	18,333.33	(18,333.33)	20,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	3,306.60	3,498.00	(191.40)	3,816.00
IME - Irrigation Repairs	2,241.31	9,900.00	(7,658.69)	10,800.00
IME - Landscaping	82,211.39	79,994.64	2,216.75	87,266.88
IME - Lighting	697.99	1,650.00	(952.01)	1,800.00
IME - Miscellaneous	4,151.05	1,650.00	2,501.05	1,800.00
IME - Water Reclaimed	558.66	2,475.00	(1,916.34)	2,700.00
Road & Street Facilities				
Entry and Wall Maintenance	-	2,750.00	(2,750.00)	3,000.00
Hardscape Maintenance	6,550.00	4,583.33	1,966.67	5,000.00
Streetlights	74,238.60	92,005.91	(17,767.31)	100,370.08
Accent Lighting	-	1,833.33	(1,833.33)	2,000.00
Parks & Recreation				
Personnel Leasing Agreement	33,000.11	33,000.00	0.11	36,000.00
Reserves				
Infrastructure Capital Reserve	-	20,350.00	(20,350.00)	22,200.00
Interchange Maintenance Reserve	-	2,884.45	(2,884.45)	3,146.67
	\$ 618,280.77	\$ 710,020.55	\$ (91,739.78)	\$ 774,567.85
Total Expenses	\$ 780,361.89	\$ 844,403.86	\$ (64,041.97)	\$ 921,167.85
Income (Loss) from Operations	\$ 179,465.99	\$ (9,166.67)	\$ 188,632.66	\$ (10,000.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 622.88	\$ 9,166.67	\$ (8,543.79)	\$ 10,000.00
Total Other Income (Expense)	\$ 622.88	\$ 9,166.67	\$ (8,543.79)	\$ 10,000.00
Net Income (Loss)	\$ 180,088.87	\$ -	\$ 180,088.87	\$ -

Greeneway Improvement District
Budget to Actual
For the Month Ending 08/31/2021

	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	YTD Actual
Revenues												
On-Roll Assessments	\$ -	\$ 25,594.37	\$ 113,393.70	\$ 190,406.94	\$ 35,075.35	\$ 62,564.31	\$ 62,591.00	\$ 6,235.60	\$ 8,000.89	\$ 7,809.28	\$ 27,460.30	\$ 539,131.74
Off-Roll Assessments	-	186,043.81	-	-	-	-	93,021.91	93,021.85	-	-	-	372,087.57
Developer Contributions	-	-	1,833.00	4,482.00	6,064.00	1,598.50	21,662.90	2,051.50	2,832.01	3,014.00	5,070.00	48,607.91
Other Income & Other Financing Sources	-	-	-	-	-	-	-	-	-	-	0.66	0.66
Net Revenues	\$ -	\$ 211,638.18	\$ 115,226.70	\$ 194,888.94	\$ 41,139.35	\$ 64,162.81	\$ 177,275.81	\$ 101,308.95	\$ 10,832.90	\$ 10,823.28	\$ 32,530.96	\$ 959,827.88
General & Administrative Expenses												
Legislative												
Supervisor Fees	\$ 400.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 800.00	\$ 800.00	\$ 400.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 4,600.00
Financial & Administrative												
Public Officials' Liability Insurance	2,415.00	-	-	-	-	-	-	-	-	-	-	2,415.00
Trustee Fees	3,362.70	-	-	4,617.19	-	-	-	-	1,728.49	-	-	9,708.38
Management	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	36,666.63
District Engineering	-	-	-	-	-	-	-	-	-	-	-	-
District Engineering	-	750.00	187.50	125.00	812.50	437.50	500.00	446.00	1,008.50	446.00	187.50	4,900.50
Boundary Amendment - Developer Funded	-	1,590.00	625.00	187.50	17,708.75	277.50	-	-	-	576.00	697.50	21,662.25
Dissemination Agent	-	-	-	1,250.00	-	1,250.00	-	-	1,250.00	-	-	3,750.00
Property Appraiser	-	-	2,810.00	-	-	-	-	-	-	-	-	2,810.00
District Counsel	-	-	-	-	-	-	-	-	-	-	-	-
District Counsel	-	-	1,756.75	2,401.00	1,393.80	2,769.00	1,441.46	4,289.97	-	3,223.52	3,410.83	20,686.33
Boundary Amendment - Developer Funded	-	-	4,819.00	3,324.50	1,598.50	3,676.65	2,051.50	2,832.00	-	2,438.00	4,753.96	25,494.11
Assessment Administration	7,500.00	-	-	-	-	-	-	-	-	-	-	7,500.00
Reamortization Schedules	-	-	-	-	-	-	-	-	-	-	-	-
Audit	-	-	-	-	-	-	-	-	4,425.00	-	-	4,425.00
Travel and Per Diem	-	-	35.27	-	6.91	-	17.16	10.27	7.47	6.90	7.22	91.20
Telephone	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Shipping	-	19.27	7.00	14.79	34.56	15.42	14.45	4.08	9.18	25.58	11.48	155.81
Copies	-	-	-	-	-	-	-	-	-	-	-	-
Legal Advertising	331.25	361.26	636.25	342.50	305.00	-	606.25	301.25	301.25	-	790.00	3,975.01
Miscellaneous	-	-	40.16	-	-	-	82.25	240.12	75.00	-	32.12	469.65
Property Taxes	-	59.88	-	-	4,186.37	-	-	-	-	-	-	4,246.25
Website Maintenance	125.00	125.00	125.00	425.00	125.00	125.00	425.00	125.00	125.00	425.00	125.00	2,275.00
Holiday Decorations	6,075.00	-	-	-	-	-	-	-	-	-	-	6,075.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 23,717.28	\$ 6,438.74	\$ 14,375.26	\$ 16,220.81	\$ 29,504.72	\$ 12,684.40	\$ 9,271.40	\$ 11,982.02	\$ 12,863.22	\$ 11,074.33	\$ 13,948.94	\$ 162,081.12
Field Operations												
Electric Utility Services												
Electric	\$ -	\$ 848.49	\$ 854.65	\$ 993.58	\$ 843.37	\$ 837.01	\$ 918.66	\$ 912.77	\$ 862.82	\$ 846.03	\$ 920.74	\$ 8,838.12
Water-Sewer Combination Services												
Water Reclaimed	120.74	4,175.67	3,816.69	4,248.26	4,469.50	4,059.36	5,298.48	6,233.49	6,737.38	6,741.21	5,285.45	51,186.23

Greeneway Improvement District
Budget to Actual
For the Month Ending 08/31/2021

	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	YTD Actual
Other Physical Environment												
General Insurance	2,717.00	-	-	-	-	-	-	-	-	-	-	2,717.00
Property & Casualty Insurance	3,551.00	490.00	-	-	-	-	-	-	-	-	-	4,041.00
Other Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs	-	5,787.98	9,591.25	7,741.65	8,815.23	1,999.00	3,973.92	4,359.70	2,518.20	1,763.00	4,318.19	50,868.12
Landscaping Maintenance & Material	20,934.42	20,934.42	20,934.42	20,934.42	22,917.75	18,944.08	7,948.00	3,972.68	60,805.91	22,917.75	22,917.75	244,161.60
Tree Trimming	-	-	-	-	-	-	-	-	-	-	1,775.00	1,775.00
Flower & Plant Replacement	-	5,962.20	2,260.00	-	-	-	-	-	4,975.50	761.20	23,226.10	37,185.00
Contingency	-	-	-	7,908.00	49.99	-	-	-	-	-	-	7,957.99
Pest Control	-	-	-	-	-	2,595.00	-	-	-	-	-	2,595.00
Hurricane Cleanup	-	-	-	-	-	-	-	-	-	-	-	-
Interchange Maintenance Expenses												
IME - Aquatics Maintenance	300.60	300.60	300.60	300.60	300.60	300.60	300.60	300.60	300.60	300.60	300.60	3,306.60
IME - Irrigation	-	108.45	330.92	352.80	236.97	-	394.69	119.18	442.80	49.58	205.92	2,241.31
IME - Landscaping	7,272.24	7,272.24	-	14,544.48	7,344.24	-	16,398.35	7,272.36	7,272.36	7,562.88	7,272.24	82,211.39
IME - Lighting	-	66.25	67.83	75.38	65.46	65.68	107.74	62.27	59.36	60.93	67.09	697.99
IME - Miscellaneous	1,296.00	-	1,728.00	217.80	340.45	109.80	459.00	-	-	-	-	4,151.05
IME - Water Reclaimed	-	30.80	39.00	25.09	40.99	30.80	63.84	47.20	117.99	116.25	46.70	558.66
Road & Street Facilities												
Entry and Wall Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Hardscape Maintenance	-	-	6,550.00	-	-	-	-	-	-	-	-	6,550.00
Streetlights	-	7,395.37	7,384.33	7,453.30	7,422.63	7,424.05	7,432.25	7,432.25	7,428.10	7,428.10	7,438.22	74,238.60
Accent Lighting	-	-	-	-	-	-	-	-	-	-	-	-
Parks & Recreation												
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	3,000.01	33,000.11
Reserves												
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Total Field Operations Expenses	\$ 39,192.01	\$ 56,372.48	\$ 56,857.70	\$ 67,795.37	\$ 55,847.19	\$ 39,365.39	\$ 46,295.54	\$ 33,712.51	\$ 94,521.03	\$ 51,547.54	\$ 76,774.01	\$ 618,280.77
Total Expenses	\$ 62,909.29	\$ 62,811.22	\$ 71,232.96	\$ 84,016.18	\$ 85,351.91	\$ 52,049.79	\$ 55,566.94	\$ 45,694.53	\$ 107,384.25	\$ 62,621.87	\$ 90,722.95	\$ 780,361.89
Income (Loss) from Operations	\$ (62,909.29)	\$ 148,826.96	\$ 43,993.74	\$ 110,872.76	\$ (44,212.56)	\$ 12,113.02	\$ 121,708.87	\$ 55,614.42	\$ (96,551.35)	\$ (51,798.59)	\$ (58,191.99)	\$ 179,465.99
Other Income (Expense)												
Interest Income	\$ 6.98	\$ 8.96	\$ 111.91	\$ 17.68	\$ 10.86	\$ 274.70	\$ 12.70	\$ 12.13	\$ 142.66	\$ 10.94	\$ 13.36	\$ 622.88
Total Other Income (Expense)	\$ 6.98	\$ 8.96	\$ 111.91	\$ 17.68	\$ 10.86	\$ 274.70	\$ 12.70	\$ 12.13	\$ 142.66	\$ 10.94	\$ 13.36	\$ 622.88
Net Income (Loss)	\$ (62,902.31)	\$ 148,835.92	\$ 44,105.65	\$ 110,890.44	\$ (44,201.70)	\$ 12,387.72	\$ 121,721.57	\$ 55,626.55	\$ (96,408.69)	\$ (51,787.65)	\$ (58,178.63)	\$ 180,088.87

Greenway Improvement District
Cash Flow

Beg. Cash		FY 2020 Inflows	FY 2020 Outflows	FY 2021 Inflows	FY 2021 Outflows	End. Cash
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	18,012.50	(4,739.02)	334,394.58	(82,655.01)	281,640.50
12/1/2020	281,640.50	-	(1,058.00)	661,198.36	(713,869.03)	227,911.83
1/1/2021	227,911.83	-	-	1,105,945.86	(981,089.00)	352,768.69
2/1/2021	352,768.69	-	-	204,784.23	(247,016.86)	310,536.06
3/1/2021	310,536.06	-	-	363,784.12	(363,291.62)	311,028.56
4/1/2021	311,028.56	-	-	476,763.43	(356,898.27)	430,893.72
5/1/2021	430,893.72	-	-	131,151.23	(83,190.56)	478,854.39
6/1/2021	478,854.39	-	-	17,333,652.18	(17,394,564.85)	417,941.72
7/1/2021	417,941.72	-	-	48,193.51	(62,883.39)	403,251.84
8/1/2021	403,251.84	-	-	163,926.22	(294,021.51)	273,156.55
9/1/2021	273,156.55	-	-	2,588.37	(31,849.99)	243,894.93 as of 09/18/2021
Totals		3,082,157.62	(2,980,621.25)	20,826,382.97	(20,661,887.10)	

**Greenway Improvement District
Construction Tracking - mid-September**

Amount

Series 2013 Bond Issue	
Original Construction Fund	\$ 48,700,000.00
Additions (Interest, Transfers from DSR, etc.)	1,457,904.86
Cumulative Draws Through Prior Month	(49,489,776.67)
	=====
Construction Funds Available	\$ 668,128.19
Requisitions This Month	
Requisition #703: Donald W. McIntosh Associates	\$ (618.75)
Requisition #704: Boggy Creek Improvement District	\$ (45.25)
	=====
Total Requisitions This Month	\$ (664.00)
	=====
Series 2013 Construction Funds Remaining	\$ 667,464.19

Series 2018 Bond Issue	\$ 24,000,000.00
Additions (Interest, Transfers from DSR, etc.)	105,014.58
Cumulative Draws Through Prior Month	(6,365,794.66)
	=====
Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
Series 2018 Construction Funds Remaining	\$ 17,739,219.92

Current Committed Funding	-
Upcoming Committed Funding	-
Total Committed Funding	\$ -

Net Uncommitted	18,406,684.11
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