Greeneway Improvement District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900 <u>www.greenewayid.org</u>

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greeneway Improvement District ("District"), scheduled to be held at 2:30 p.m. on Tuesday, January 18, 2022 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 November 16, 2021 Board of Supervisors' Meeting (provided under separate cover)

Business Matters

- 2. Consideration of Second Amended and Restated Interlocal Agreement Among the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Midtown Improvement District and the Greeneway Improvement District Regarding Certain Maintenance of the Interchange
- 3. Ratification of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser
- 4. Ratification of Requisition Nos. 708 709 Paid in November 2021 in an amount totaling \$1,059.75 (provided under separate cover)
- 5. Ratification of Operation and Maintenance Expenditures Paid in November 2021 and December 2021 in an amount totaling \$113,976.19 (provided under separate cover)
- 6. Recommendation of Work Authorizations/Proposed Services (if applicable)
- 7. Review of District's Financial Position and Budget to Actual YTD (provided under separate cover)

Other Business

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

<u>Adjournment</u>



Minutes of the November 16, 2021 Board of Supervisors' Meeting

(provided under separate cover)

Second Amended and Restated Interlocal Agreement
Among the Boggy Creek Improvement District, the
Myrtle Creek Improvement District, the Midtown
Improvement District and the Greeneway Improvement
District Regarding Certain Maintenance of the
Interchange

SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT AMONG THE BOGGY CREEK IMPROVEMENT DISTRICT, THE MYRTLE CREEK IMPROVEMENT DISTRICT, THE MIDTOWN IMPROVEMENT DISTRICT, AND THE GREENEWAY IMPROVEMENT DISTRICT REGARDING CERTAIN MAINTENANCE OF THE INTERCHANGE LOCATED AT THE CENTRAL FLORIDA GREENEWAY AND LAKE NONA BOULEVARD

THIS AGREEMENT is made among the Boggy Creek Improvement District ("Boggy Creek"), the Myrtle Creek Improvement District ("Myrtle Creek"), the Midtown Improvement District ("Midtown"), and the Greeneway Improvement District ("Greeneway"), (together referred to herein as the "Districts"), each of whom is a special purpose unit of local government located in the City of Orlando, Florida (this Agreement hereinafter referred to as the "Agreement").

RECITALS

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

WHEREAS, Boggy Creek, Myrtle Creek, and Greeneway have previously entered into interlocal agreements with the City of Orlando and other related agreements regarding the development of infrastructure serving lands within their respective boundaries including agreements concerning an interchange located at the Central Florida Greeneway between Narcoossee Road and Boggy Creek Road ("Interchange"); and

WHEREAS, Boggy Creek, Myrtle Creek, and Greeneway previously entered into an interlocal agreement with each other dated November 15, 2004, related to the funding, construction and acquisition of the Interchange ("Interlocal Agreement"); and

WHEREAS, Boggy Creek, Myrtle Creek, and Greeneway previously amended the Interlocal Agreement dated November 15, 2004, to allocate the cost for the construction and acquisition of the Interchange; and

WHEREAS, construction of the Interchange has been completed; and

WHEREAS, Boggy Creek, Myrtle Creek, and Greeneway previously entered into an Amended and Restated Interlocal Agreement to provide for the continued maintenance of certain landscape areas and ponds which are located within the right of way or immediately adjacent to the right of way of the Interchange (the "Maintenance Areas"), as identified in Exhibit "A"

attached hereto, and to designate Boggy Creek as the entity responsible for providing the continued maintenance to the Maintenance Areas; and

- WHEREAS, on June 28, 2021, the boundaries of Greeneway were amended to contract certain lands from Greeneway's boundaries and contemporaneously, Midtown was established over the contracted lands; and
- WHEREAS, accordingly, this Agreement provides for the addition of the Midtown as a party to the Agreement and provides for a revised allocation of costs based on acreages as set forth herein; and
- WHEREAS, continued maintenance and enhancement of the Maintenance Areas provides a benefit to the lands within the Districts; and
- WHEREAS, Boggy Creek will have the need for continued staffing and contractual arrangements to be in place to be able to respond to maintenance needs; and
- WHEREAS, the Districts wish to ensure the timely, efficient and cost-effective provision of maintenance services; and
- WHEREAS, the Districts find that designation of Boggy Creek as the entity for provision of the staffing and contract coordination for the maintenance of the Maintenance Areas provides the most efficient and cost-effective way to provide maintenance services; and
- WHEREAS, it is in the interest of each District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of their respective districts; and
- WHEREAS, section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969," permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and
- WHEREAS, the Districts find this Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and
- WHEREAS, the Districts desire to exercise jointly their common powers and authority concerning the cost effective provision of maintenance services; the avoidance of inefficiencies caused by the unnecessary duplication of services; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.
- **NOW, THEREFORE,** in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Districts, the Districts agree as follows:

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

SECTION 2. Maintenance. The Districts acknowledge that it is in the best interest of the residents and property owners in each District for the Maintenance Areas to be kept in a condition reflecting the quality of development within the Districts. Boggy Creek shall maintain the Maintenance Areas in substantial accordance with the provisions outlined in the Landscape Maintenance Agreement and the Joint Pond Maintenance Agreement. At such time as the Landscape Maintenance Agreement and the Joint Pond Maintenance Agreement are entered into, Boggy Creek shall maintain the Maintenance Areas in accordance with the provisions therein. The parties agree that any or all of the maintenance of the Maintenance Areas shall be arranged by Boggy Creek.

- **2.1 Contracts**. Boggy Creek shall comply with all applicable laws regarding the procurement of goods or services.
- **2.2 Administration**. Boggy Creek shall be solely responsible for ensuring adequate administration and inspection of the Maintenance Areas.
- **2.3 Costs**. Consistent with the Amended and Restated Interlocal Agreement, the percentage allocation of costs is based on the acreage within each District. The percentage allocation of costs for the maintenance of the Maintenance Areas is as follows:

Boggy Creek	32.0%
Greeneway	24.0%
Myrtle Creek	32.0%
Midtown	12.0%

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

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

- **2.5 Payment.** At the beginning of each month, Boggy Creek shall aggregate the prior month's actual expenditures associated with the use, operation, repair and maintenance of the Maintenance Areas and invoice Greeneway, Midtown and Myrtle Creek for their proportionate share of the same. Greeneway, Midtown and Myrtle Creek shall pay such invoice within thirty (30) days of receipt.
- **2.6 Unbudgeted Expenses.** It is contemplated by the parties that unusual, unbudgeted maintenance events (e.g. extreme weather or bug infestation, etc.) may occur. In such event, the Districts agree to cooperate in good faith in arranging for the repair of the Maintenance Areas and toward allocating cost among the Districts.
- **2.7 Inspection of Records; Payment Disputes.** Upon request, Boggy Creek shall make available to Myrtle Creek, Midtown, and Greeneway for review at a reasonable time and place, its books and records with respect to expenses associated with the use, operation, repair and maintenance of the Maintenance Areas. In the event of a dispute between the parties relating to the reimbursement of these expenses, Myrtle Creek, Midtown, and/or Greeneway shall pay the amount requested by Boggy Creek in the time frame set forth above. Myrtle Creek, Midtown, and/or Greeneway shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the right of Myrtle Creek, Midtown, and/or Greeneway to dispute the correct amount of such required payment.
- **SECTION 3. Insurance.** Boggy Creek shall require any contractor selected to provide maintenance services to maintain liability and property insurance in amounts customary for the scope of such a maintenance project and shall name each other district as an additional insured.
- **SECTION 4. Liability Limitations.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any of the Districts, including their supervisors, officers, agents and employees and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
- SECTION 5. <u>Default.</u> A default by any District under this Agreement shall entitle the other Districts to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.
- **SECTION 6. Enforcement.** In the event that any District seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

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

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

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

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

SECTION 11. Time of the Essence. The Districts each agree that time is of the essence of this Agreement.

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

To Boggy Creek: Boggy Creek Improvement District

3501 Quadrangle Boulevard, Suite 270

Orlando, Florida 32817 Attn: District Manager

To Myrtle Creek: Myrtle Creek Improvement District

3501 Quadrangle Boulevard, Suite 270

Orlando, Florida 32817 Attn: District Manager

To Midtown: Midtown Improvement District

3501 Quadrangle Boulevard, Suite 270

Orlando, Florida 32817 Attn: District Manager

To Greeneway: Greeneway Improvement District

3501 Quadrangle Boulevard, Suite 270

Orlando, Florida 32817 Attn: District Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of

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

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

[signatures contained on following page]

IN WITNESS WHEREOF the, 2022.	e undersigned set their hands as of the day of
	BOGGY CREEK IMPROVEMENT DISTRICT
Witness:	
	By:
Print Name	Its:
Witness:	
withess.	
	Attest:
	Attest: Assistant Secretary
Print Name	
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was a	acknowledged before me this day of,
2022, by, who	is personally known to me, and who Did [] or Did Not
[] take an oath.	
	Print Name:
	Notary Public, State of Florida
	Commission No.: My Commission Expires:
	My Commission Expires:

Witness:	MYRTLE CREEK IMPROVEMENT DISTRICT
	By:
Print Name	-
Witness:	Its:
Print Name	
Print Name	Assistant Secretary
STATE OF FLORIDA COUNTY OF	_
	was acknowledged before me this day of who is personally known to me, and who Did [] or Did No
	Print Name:
	Notary Public, State of Florida
	Commission No.: My Commission Expires:

Witness:	GREENEWAY IMPROVEMENT DISTRICT
	By:
Print Name Witness:	Its:
Print Name	Attest: Assistant Secretary
STATE OF FLORIDA COUNTY OF	
The foregoing instrument 2022, by	was acknowledged before me this day of who is personally known to me, and who Did [] or Did No
	Print Name: Notary Public, State of Florida Commission No.: My Commission Expires:

Witness:	MIDTOWN IMPROVEMENT DISTRICT
	By:
Print Name Witness:	Its:
Print Name	Attest: Assistant Secretary
STATE OF FLORIDA COUNTY OF The foregoing instrument wa	s acknowledged before me this day of
	, who is personally known to me, and who
	Print Name: Notary Public, State of Florida Commission No.: My Commission Expires:

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Exhibit A: Maintenance Areas

Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser

NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 1st day of October 2021 between **AMY MERCADO**, **MBA**, as Orange County Property Appraiser (Property Appraiser) and **Greeneway CDD**, (Taxing Authority), and is effective upon acceptance by both parties and through September 30, 2022.

- 1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions necessary to enter into this agreement.
- 2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
 - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2021 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non-Ad Valorem Assessment Roll.
 - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments. Provide subsequent files or reports at request of the Taxing Authority.
 - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property as stipulated by Taxing Authority.
 - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
 - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
 - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

- 3. Taxing Authority agrees to perform the following acts in connection with this agreement:
 - A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.
 - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar For Implementation Of Non-Ad Valorem Assessment Roll.
 - C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
 - D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
- **4.** The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
- 5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.
- On 1st day of October 2021 an administrative fee will be invoiced to the Taxing Authority equivalent to **\$0** per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.
- 6. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
- 7. This agreement constitutes the entire agreement between the parties and can only be modified in writing.

- 8. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
- 9. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Greeneway CDD
Amanda Lane
PFM Group Consulting LLC
3501 Quadrangle Blvd., Ste. 270
Orlando, FL 32817
LaneA@pfm.com
(407)723-5900

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance Orange County Property Appraiser 200 S. Orange Ave., Suite 1700 Orlando, FL 32801 ccrespo@ocpafl.org (407)836-5353

10. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.

Signed Amy Mercalo

AMY MERCADO, MBA

Date Dec 13, 2021

GREENEWAY CDD

Name CHAD INEIII

Signed Amy Mercalo

Signed Amy Mercalo

Signed Amy Mercalo

AMY MERCADO, MBA

Date 13, 2021

ORANGE COUNTY PROPERTY APPRAISER

CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

On or about April 1st, Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

June 1

 Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

July 1

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.
- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

July 15

• Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

August 4

 Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

August 24

• Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

September 3 – October 3

Taxing Authority holds initial and final public budget hearings.

September 15

• Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions, or deletions to the non-ad valorem assessment roll since the TRIM notices.

October

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.

Greeneway CDD

Final Audit Report 2021-12-13

Created: 2021-12-13

By: Angela Rivera (arivera@ocpafl.org)

Status: Signed

Transaction ID: CBJCHBCAABAAWaQ9swtMzDwp9a5S_FegIK5H1ARN5wzZ

"Greeneway CDD" History

Document created by Angela Rivera (arivera@ocpafl.org) 2021-12-13 - 3:11:43 PM GMT

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Email viewed by Amy Mercado (amy.mercado@ocpafl.org)
2021-12-13 - 3:19:09 PM GMT

Document e-signed by Amy Mercado (amy.mercado@ocpafl.org)
Signature Date: 2021-12-13 - 3:19:28 PM GMT - Time Source: server

Agreement completed. 2021-12-13 - 3:19:28 PM GMT

Requisition Nos. 708 -709 in November 2021 in an amount totaling \$1,059.75 (provided under separate cover)

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(provided under separate cover)

Work Authorizations/Proposed Services (if applicable)

District's Financial Position and Budget to Actual YTD

(provided under separate cover)