

# Greenway Improvement District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

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

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greenway Improvement District ("District"), scheduled to be held at **2:30 p.m. on Tuesday, August 15, 2023, 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](https://pfmgroup.webex.com)    Participant Code: 796 580 192#

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the July 18, 2023, Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2023-08, Approving an Annual Meeting Schedule for Fiscal Year 2024**

### Business Matters

- 3. **Consideration of Trail Repair Proposals** (*provided under separate cover*)
- 4. **Consideration of Prequalified Contractors Extension**
- 5. **Consideration of Extending Annual Renewal for Nemours Parkway (Section #1) Landscape and Irrigation Maintenance Services Agreement with BrightView** (*provided under separate cover*)
- 6. **Consideration of Extending Annual Renewal for Tavistock Lakes Boulevard and Laureate Boulevard (Section #2 & 3) Landscape and Irrigation Maintenance Services Agreement with BrightView** (*provided under separate cover*)
- 7. **Consideration of District Management Fee Increase Letter for Fiscal Year 2024**
- 8. **Public Hearing on the Adoption of the District's Annual Budget**
  - a) **Public Comments and Testimony**
  - b) **Board Comments**
  - c) **Consideration of Resolution 2023-09, Adopting the Fiscal Year 2024 Budget and Appropriating Funds** (*exhibits provided under separate cover*)
- 9. **Consideration of Resolution 2023-10, Adopting an Assessment Roll for Fiscal Year 2024 and Certifying Special Assessments for Collection** (*exhibits provided under separate cover*)
- 10. **Ratification of Operation and Maintenance Expenditures Paid in July 2023 in an amount totaling \$34,063.66** (*provided under separate cover*)
- 11. **Ratification of Requisition No. (Series 2023) 3 & 5 – 7 Paid in July 2023 in an amount totaling \$743.15** (*provided under separate cover*)
- 12. **Recommendation of Work Authorizations/Proposed Services** (*if applicable*)
- 13. **Review of District's Financial Position and Budget to Actual YTD** (*provided under separate cover*)



### **Other Business**

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

### **Adjournment**



# **GREENEWAY IMPROVEMENT DISTRICT**

**Minutes of the July 18, 2023  
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, July 18, 2023, at 2:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

**Present:**

Chad Tinetti	Chairperson	
Matthew Franko	Assistant Secretary	
Amanda Kost	Assistant Secretary	
Antoinette Munroe	Assistant Secretary	(via phone)

**Also attending:**

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Amanda Lane	PFM	(via phone)
Jeffrey Newton	Donald W. McIntosh Associates	
Matt McDermott	Construction Committee Member	
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	
Samantha Sharenow	Berman	(via phone)
Chris Wilson	Tavistock	

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Walden called for public comments. She noted there were no members of the public present.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
June 20, 2023, Board of Supervisors'  
Meeting**

The Board reviewed the minutes of the June 20, 2023, Board of Supervisors' Meeting.

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Minutes of the June 20, 2023, Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-07,  
Approving an Annual Meeting  
Schedule for Fiscal Year 2024**

Ms. Walden stated this Resolution sets the meeting schedule for the Board of Supervisors' and the Construction Committee for the next Fiscal Year. For the Board of Supervisors' Meeting schedule, District staff is recommending keeping the meetings on the third Tuesday of each month at 2:30 p.m. at this location, except for November, December and March, which would use the second Tuesday of the month.

For the Construction Committee Meeting schedule, District staff is recommending keeping the meetings on the second Thursday of the month at 3:30 p.m. at the Tavistock office.

On motion by Mr. Tinetti, seconded by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2023-07, Approving an Annual Meeting Schedule for Fiscal Year 2024 with the Board of Supervisors' Meetings held on the third Tuesday of each month at 2:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827, except for November, December and March, which would be held on the second Tuesday of the month, and the Construction Committee Meetings held on the second Thursday of each month at 3:30 p.m. at the Tavistock offices, 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Trail Repair Proposals**

Ms. Sharenow stated District staff is working on a larger project for all of Lake Nona with the vendor. The vendors were out, they looked at everything and have all the information. She noted that she is pushing to have the numbers before the end of the week. Ms. Walden stated the team is still working on getting proposals so District staff will add this back on the August meeting agenda.

Discussion ensued regarding the cause of the damage to the trail could be from pool vendors.

Ms. Mackie stated what District Counsel has done in these situations is when the HOA receives a request under their ARC guidelines the HOA would enter into a license agreement where they also go ahead and escrow money with the District for the cost of a repair. Then if it's not needed, the District refunds it back to the homeowner.

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

#### **Ratification of Operation and Maintenance Expenditures Paid in June 2023 in an amount totaling \$29,363.46**

The Board reviewed the Operation and Maintenance Expenditures paid in June 2023.

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Operation and Maintenance Expenditures Paid in June 2023 in an amount totaling \$29,363.46.

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

#### **Ratification of Requisition No. (Series 2023) 1, 2 & 4 Paid in June 2023 in an amount totaling \$434,738.15**

The Board reviewed Requisition Nos. 1, 2 and 4. Ms. Mackie noted that Requisition 4 is for Holland & Knight, which is the law firm that serves as the escrow agent for the Interchange acquisition, and the Requisition amount was for Greenway ID's portion.

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition No. (Series 2023) 1, 2 & 4 Paid in June 2023 in an amount totaling \$434,738.15.

## **EIGHTH ORDER OF BUSINESS**

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

Ms. Walden stated there were no Work Authorizations.

## **NINTH ORDER OF BUSINESS**

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

The Board reviewed the District's Financial Statements through June 2023. Ms. Walden noted that the District has spent almost \$367,000.00 versus a budget of \$631,000.00 which is roughly 58% of the total budget spent.

## **TENTH ORDER OF BUSINESS**

### **Staff Reports**

District Counsel –

No report.

District Manager –

Ms. Walden noted the next Board meeting is Tuesday, August 15<sup>th</sup>, 2023, at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827 where the District will adopt the final budget for Fiscal Year 2024.

District Engineer –

No report.

Construction Supervisor –

No report.

Landscape Supervisor –

Ms. Sharenow stated District staff is working with the Contractor on some major weed issues. She added that she just sent over about five minor proposals for some small enhancements and replacement of turf, a total amount of around \$4,300.00. The Board asked Ms. Sharenow to provide pictures of the areas that the proposals were sent over for. Ms. Walden noted that the Chairman can sign off on these items outside of a meeting to keep the projects moving forward.

Irrigation Supervisor –

No report.

## **ELEVENTH ORDER OF BUSINESS**

### **Supervisor Requests**

Ms. Kost asked if the Board can consider a water fountain along the trails. Mr. Tinetti stated the Developer is currently working with the City to add water fountains to the trails. Mr. Wilson confirmed that is the case and the team is currently working through some hurdles to get this project completed.

## **TWELFTH ORDER OF BUSINESS**

### **Adjournment**

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor the July 18, 2023, Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

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Secretary / Assistant Secretary

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Chairperson / Vice Chairperson

# **GREENEWAY IMPROVEMENT DISTRICT**

**Resolution 2023-08,  
Approving an Annual Meeting Schedule  
for Fiscal Year 2024**



**RESOLUTION 2023-08**

**A RESOLUTION OF THE GREENEWAY IMPROVEMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

1. Regular meetings of the District's Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file annually with Orange County a schedule of the District's regular meetings.
3. This Resolution shall take effect immediately upon adoption.

**Adopted this 15th day of August, 2023.**

**ATTEST:**

**Greeneway Improvement District**

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## **EXHIBIT A**

### **Greenway Improvement District Fiscal Year 2023-2024**

The Board of Supervisors of the Greenway Improvement District will hold its meetings for the Fiscal Year 2024 in the office of Tavistock Development Company, 6900 Tavistock Lakes Blvd #200, Orlando, FL 32827 at 2:30 p.m. on the third Tuesday of each month unless otherwise noted below:

October 17, 2023  
November 14, 2023  
December 12, 2023  
January 16, 2024  
February 20, 2024  
March 12, 2024  
April 16, 2024  
May 21, 2024  
June 18, 2024  
July 16, 2024  
August 20, 2024  
September 17, 2024

### **Construction Committee of the Boggy Creek, Greenway, Midtown & Myrtle Creek Improvement Districts and the Poitras East Community Development District Fiscal Year 2023-2024**

The Construction Committee of the Boggy Creek, Greenway, Midtown and Myrtle Creek Improvement Districts and the Poitras East Community Development District will be meeting for the Fiscal Year 2024 in the office of Tavistock Development Company, 6900 Tavistock Lakes Blvd #200, Orlando, FL 32827 at 3:30 p.m. each month as follows:

October 12, 2023  
November 9, 2023  
December 7, 2023  
January 11, 2024  
February 8, 2024  
March 7, 2024  
April 11, 2024  
May 9, 2024  
June 13, 2024  
July 11, 2024  
August 8, 2024  
September 12, 2024

# **GREENEWAY IMPROVEMENT DISTRICT**

**Trail Repair Proposals**  
*(provided under separate cover)*

# **GREENEWAY IMPROVEMENT DISTRICT**

**Prequalified Contractors Extension**

**GREENEWAY IMPROVEMENT DISTRICT**  
**PREQUALIFIED CONTRACTORS**

**August 2021**

- Garney Construction
- Hubbard Construction Company
- JMHC, Inc.
- Jon M. Hall Company
- Jr. Davis Construction Company
- The Middlesex Corporation
- Phillips & Jordan
- Prime Construction Group
- Southern Development & Construction
- Watson Civil Construction

# **GREENEWAY IMPROVEMENT DISTRICT**

**Extending Annual Renewal for  
Nemours Parkway (Section #1) Landscape and  
Irrigation Maintenance Services Agreement with  
BrightView**  
*(provided under separate cover)*

# **GREENEWAY IMPROVEMENT DISTRICT**

**Extending Annual Renewal for  
Tavistock Lakes Boulevard and Laureate  
Boulevard (Sections #2 & 3) Landscape and  
Irrigation Maintenance Services Agreement with  
BrightView**  
*(provided under separate cover)*

# **GREENEWAY IMPROVEMENT DISTRICT**

**District Management Fee Increase  
Letter for FY 2024**





August 1, 2023

Mr. Chad Tinetti  
Chairman of the Board of Supervisors  
Greenway Improvement District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, FL 32817

Dear Mr. Tinetti:

**pfm**

3501 Quadrangle Blvd.  
Suite 270  
Orlando, FL 32817  
407.723.5900

[pfm.com](http://pfm.com)

Thank you for the opportunity to continue serving as District Manager to the Greenway Improvement District (the "District"). The agreement in place between our firm and the District dated January 15, 2019 provides for the review and adjustment annually of our fees pursuant to the District's annual budget process. We are respectfully requesting a fee increase from \$40,000 to \$44,000 for the year.

Please note this change will be effective on the billing for October 2023, in conjunction with the District's new Fiscal Year.

Provided the changes are acceptable, please have an authorized official of the District sign and return a copy of this letter to us to acknowledge the increase.

Sincerely,

**PFM GROUP CONSULTING LLC**

  
Senior District Manager

Accepted by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

# **GREENEWAY IMPROVEMENT DISTRICT**

**Resolution 2023-09,  
Adopting the Fiscal Year 2024 Budget  
and Appropriating Funds  
*(exhibits provided under separate cover)***

## RESOLUTION 2023-09

### THE ANNUAL APPROPRIATION RESOLUTION OF THE GREENWAY IMPROVEMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2023, submitted to the Board of Supervisors ("**Board**") of the Greenway Improvement District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Greenway Improvement District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

**SECTION 2.        APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

**SECTION 3.        BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within 60 days following the end of the Fiscal Year 2023/2024, may amend its Adopted Budget for that fiscal year as follows:

- a.        A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b.        The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c.        Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4.        EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 15TH DAY OF AUGUST 2023.**

ATTEST:

**GREENEWAY IMPROVEMENT  
DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

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

Its: \_\_\_\_\_

**Exhibit A:** Fiscal Year 2023/2024 Budget

# **GREENEWAY IMPROVEMENT DISTRICT**

**Resolution 2023-10,  
Adopting an Assessment Roll  
for Fiscal Year 2024 and  
Certifying Special Assessments for Collection**  
*(exhibits provided under separate cover)*

## RESOLUTION 2023-10

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENWAY IMPROVEMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Greenway Improvement District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in the City of Orlando, Orange County, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the Assessment Roll of the Greenway Improvement District ("**Assessment Roll**") attached to this Resolution as **Exhibit "B"** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits "A" and "B,"** is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits "A" and "B."** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 15th day of August 2023.

ATTEST:

**GREENEWAY IMPROVEMENT DISTRICT**

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Secretary / Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll



# **GREENEWAY IMPROVEMENT DISTRICT**

**Operation & Maintenance Expenditures Paid in  
July 2023 in an amount totaling \$34,063.66**  
*(provided under separate cover)*

# **GREENEWAY IMPROVEMENT DISTRICT**

**Requisition No. (Series 2023) 3 & 5 – 7**  
**Paid in July 2023 in an amount totaling \$743.15**  
*(provided under separate cover)*

# **GREENEWAY IMPROVEMENT DISTRICT**

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

**BrightView Proposals for Greeneway ID**

<b>Project Name</b>	<b>Cost</b>
Replace bad turf in island at stodart	\$1,163.00
8170 Nemours prkwy	\$883.50
Nemours prkwy & Granger	\$774.75
Remove flower bed and sod	\$395.00
Replace bad turf in front of 7912	\$1,163.00
<hr/>	
<b>Total</b>	<b>\$4,651.60</b>

## Proposal for Extra Work at Greenway Improvement District

Property Name	Greenway Improvement District	Contact	Doyle Batten
Property Address	9975 Tavistock Lakes Blvd Orlando, FL 32827	To	Greenway Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817
Project Name	Replace bad turf in island at stodart		
Project Description	Replace bad turf sections with zoysia		

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
4.00	HOUR	Enhancement Labor - Demo and prep	\$30.00	\$120.00
1.00	HOUR	Irrigation Technician	\$35.00	\$35.00
400.00	SQUARE FEET	Zoysia, - Turf Installed	\$0.90	\$360.00
1.00	LOAD	Dump Fees/Green Waste Material	\$216.00	\$216.00
2.00	YARD	Command soil	\$216.00	\$432.00

For internal use only

**SO#** 8173526  
**JOB#** 345200316  
**Service Line** 130

**Total Price** \$1,163.00

#### THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
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13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
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### Customer

<b>Branch Manager</b>	
Signature _____	Title _____
<b>Doyle Batten</b>	<b>August 08, 2023</b>
Printed Name _____	Date _____

### BrightView Landscape Services, Inc. "Contractor"

<b>Account Manager</b>	
Signature _____	Title _____
<b>Donald F. Kriston</b>	<b>August 08, 2023</b>
Printed Name _____	Date _____

<b>Job #:</b>	<b>345200316</b>		
<b>SO #:</b>	<b>8173526</b>	<b>Proposed Price:</b>	<b>\$1,163.00</b>

## Proposal for Extra Work at Greenway Improvement District

Property Name	Greenway Improvement District	Contact	Doyle Batten
Property Address	9975 Tavistock Lakes Blvd Orlando, FL 32827	To	Greenway Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817
Project Name	8170 Nemours prkwy		
Project Description	Replace Thryallis with bush alamanda		

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3.00	HOUR	Enhancement Labor - Demo and prep	\$30.00	\$90.00
1.00	HOUR	Irrigation Technician	\$35.00	\$35.00
1.00	LOAD	Dump Fees/Green Waste Material	\$216.00	\$216.00
1.50	CUBIC YARD	Mulch Installed -Natural hardwood	\$35.00	\$52.50
40.00	EACH	Allamanda Bush - 3 gal. Shrub/perennial Installed	\$12.25	\$490.00

For internal use only

**SO#** 8173547  
**JOB#** 345200316  
**Service Line** 130

**Total Price** \$883.50

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103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
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### Customer

<b>Branch Manager</b>	
Signature _____	Title _____
<b>Doyle Batten</b>	<b>August 08, 2023</b>
Printed Name _____	Date _____

### BrightView Landscape Services, Inc. "Contractor"

<b>Account Manager</b>	
Signature _____	Title _____
<b>Donald F. Kriston</b>	<b>August 08, 2023</b>
Printed Name _____	Date _____

<b>Job #:</b>	<b>345200316</b>		
<b>SO #:</b>	<b>8173547</b>	<b>Proposed Price:</b>	<b>\$883.50</b>



## Proposal for Extra Work at Greenway Improvement District

Property Name	Greenway Improvement District	Contact	Doyle Batten
Property Address	9975 Tavistock Lakes Blvd Orlando, FL 32827	To	Greenway Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817
Project Name	Nemours prkwy & Granger		
Project Description	Replace Ixora with Mexican Petunia		

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
2.00	HOUR	Enhancement Labor - Demo and prep	\$30.00	\$60.00
1.00	HOUR	Irrigation Technician	\$35.00	\$35.00
1.00	LOAD	Dump Fees/Green Waste Material	\$216.00	\$216.00
35.00	EACH	Ruellia brittoniana - Ruellia Assorted Varieties 3 gal. Ground Cover Installed	\$12.25	\$428.75
1.00	CUBIC YARD	Mulch Installed -Natural hardwood	\$35.00	\$35.00

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SO# 8173536  
JOB# 345200316  
Service Line 130

**Total Price** \$774.75

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103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

## TERMS & CONDITIONS

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2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
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### Customer

<b>Branch Manager</b>	
Signature _____	Title _____
<b>Doyle Batten</b>	<b>August 08, 2023</b>
Printed Name _____	Date _____

### BrightView Landscape Services, Inc. "Contractor"

<b>Account Manager</b>	
Signature _____	Title _____
<b>Donald F. Kriston</b>	<b>August 08, 2023</b>
Printed Name _____	Date _____

<b>Job #:</b>	<b>345200316</b>		
<b>SO #:</b>	<b>8173536</b>	<b>Proposed Price:</b>	<b>\$774.75</b>

## Proposal for Extra Work at Greenway Improvement District

Property Name	Greenway Improvement District	Contact	Doyle Batten
Property Address	9975 Tavistock Lakes Blvd Orlando, FL 32827	To	Greenway Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817

Project Name        remove flower bed and sod

Project Description    remove flower bed island tip at laureate and lake nona blvd and sod

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
400.00	SQUARE FEET	St Augustine - Floratam Turf Installed	\$0.90	\$360.00
1.00	HOURL	Irrigation Modification	\$35.00	\$35.00

For internal use only

**SO#**                    8167954  
**JOB#**                345200316  
**Service Line**        130

**Total Price**                    \$395.00

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103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

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<b>Branch Manager</b>	
Signature	Title
<b>Doyle Batten</b>	<b>August 08, 2023</b>
Printed Name	Date

### BrightView Landscape Services, Inc. "Contractor"

<b>Account Manager</b>	
Signature	Title
<b>Donald F. Kriston</b>	<b>August 08, 2023</b>
Printed Name	Date

<b>Job #:</b>	<b>345200316</b>		
<b>SO #:</b>	<b>8167954</b>	<b>Proposed Price:</b>	<b>\$395.00</b>

## Proposal for Extra Work at Greenway Improvement District

Property Name	Greenway Improvement District	Contact	Doyle Batten
Property Address	9975 Tavistock Lakes Blvd Orlando, FL 32827	To	Greenway Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817
Project Name	Replace bad turf in front of 7912		
Project Description	Replace st augustine turf sections with zoysia		

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
4.00	HOUR	Enhancement Labor - Demo and prep	\$30.00	\$120.00
1.00	HOUR	Irrigation Technician	\$35.00	\$35.00
400.00	SQUARE FEET	Zoysia, - Turf Installed	\$0.90	\$360.00
1.00	LOAD	Dump Fees/Green Waste Material	\$216.00	\$216.00
2.00	YARD	Command soil	\$216.00	\$432.00

For internal use only

SO# 8173522  
JOB# 345200316  
Service Line 130

**Total Price** \$1,163.00

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103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966



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- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY**

### Customer

<b>Branch Manager</b>	
Signature _____	Title _____
<b>Doyle Batten</b>	<b>August 08, 2023</b>
Printed Name _____	Date _____

### BrightView Landscape Services, Inc. "Contractor"

<b>Account Manager</b>	
Signature _____	Title _____
<b>Donald F. Kriston</b>	<b>August 08, 2023</b>
Printed Name _____	Date _____

<b>Job #:</b>	<b>345200316</b>		
<b>SO #:</b>	<b>8173522</b>	<b>Proposed Price:</b>	<b>\$1,163.00</b>

# **GREENEWAY IMPROVEMENT DISTRICT**

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