

Greeneway 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 Greeneway Improvement District ("District"), scheduled to be held at **2:30 p.m. on Tuesday, October 17, 2023, at 6900 Tavistock Lakes Blvd. Ste 200, 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: 2531 126 0013#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the August 15, 2023, Board of Supervisors' Meeting**

Business Matters

- 2. **Consideration of Fiscal Year 2023 Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank**
- 3. **Ratification of Egis Insurance Package for FY 2024**
- 4. **Ratification of Operation and Maintenance Expenditures Paid in August 2023 in an amount totaling \$61,558.00**
- 5. **Ratification of Operation and Maintenance Expenditures Paid in September 2023 in an amount totaling \$15,023.26 (*provided under separate cover*)**
- 6. **Ratification of Requisition No. (Series 2023) 9 – 12 Paid in August 2023 in an amount totaling \$863.65**
- 7. **Ratification of Requisition No. (Series 2023) 13 – 14 Paid in September 2023 in an amount totaling \$341.40 (*provided under separate cover*)**
- 8. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
- 9. **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 August 15, 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, August 15, 2023, at 2:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

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

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Jorge Jimenez	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Jeffrey Newton	Donald W. McIntosh Associates	
Matt McDermott	Construction Committee Member	
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	(via phone)
Samantha Sharenow	Berman	
Katie Harmer	Berman	(via phone)
Dan Young	Tavistock	
DJ Batten	Berman	
Carlos Negron	Berman	

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
July 18, 2023, Board of Supervisors'
Meeting**

The Board reviewed the minutes of the July 18, 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 July 18, 2023, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

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

Ms. Walden stated the Board did this last month, but District staff had some changes. District staff would like to move the Board of Supervisors' Meetings to the Tavistock offices for the next Fiscal Year. The dates would stay the same, which would be the third Tuesday of each month at 2:30 p.m., except for November, December and March, which would go to the second Tuesday of the month. For the Construction Committee Meeting schedule, that is set for the second Thursday of the month at 3:30 p.m. at the Tavistock offices as well, but District staff would like to change December and March to be the first Tuesday of the month so those fall before the Board of Supervisors' meetings so that the Committee can address items first.

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2023-08, 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 Tavistock offices, 6900 Tavistock Lakes Blvd, Suite 200, 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, except for December and March, which would be held on the first Thursday of the month.

FIFTH ORDER OF BUSINESS

Consideration of Trail Repair Proposals

Ms. Harmer stated District staff reached out to three companies but haven't heard back from one of them. She noted the two proposals are for all the repairs on the trail as well as some sidewalk repairs that were reported by Tavistock over in front of the Gateway building. The Board reviewed the proposals from Berman and Strength 20.

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the proposal from Berman for Trail Repairs in the amount of \$12,410.00.

SIXTH ORDER OF BUSINESS

Consideration of Prequalified Contractors Extension

Mr. Newton stated the District prequalifies general Contractors to do the infrastructure work. Typically, those pre-qualifications are issued and they're good for two years and are renewable for two additional years. The District is at the end of the two-year period and the recommendation of the Construction Committee is to go ahead with a one-year extension on these pre-qualifications and address it again next year.

On motion by Ms. Kost, seconded by Ms. Munroe, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Construction Committees recommendation to extend the prequalified Contractors for one year.

SEVENTH ORDER OF BUSINESS

Consideration of Extending Annual Renewal for Nemours Parkway (Section #1) Landscape and Irrigation Maintenance Services Agreement with BrightView

Ms. Walden stated when the District goes out to bid for landscape maintenance service the vendors provide pricing for three years. Once the vendor is selected the District goes into a one-year contract with the option to renew for an additional year. She noted with talking to the team, BrightView has been doing well, and the recommendation is an extension of that contract for another year.

On motion by Ms. Kost, seconded by Ms. Munroe, with all in favor, the Board of Supervisors for the Greenway Improvement District approved extending the Annual Renewal for Nemours Parkway (Section #1) Landscape and Irrigation Maintenance Services Agreement with Brightview.

EIGHTH ORDER OF BUSINESS

Consideration of Extending Annual Renewal for Tavistock Lakes Boulevard and Laureate Boulevard (Section # 2 & 3) Landscape and Irrigation Maintenance Services Agreement with BrightView

Ms. Walden stated this item also goes through the same process and BrightView has been doing well. The recommendation is an extension of that contract for another year.

On motion by Ms. Kost, seconded by Ms. Munroe, with all in favor, the Board of Supervisors for the Greenway Improvement District approved extending the Annual Renewal for Tavistock Lakes Boulevard and Laureate Boulevard (Section #2 & 3) Landscape and Irrigation Maintenance Services Agreement with BrightView.

NINTH ORDER OF BUSINESS

Consideration of District Management Fee Increase Letter for Fiscal Year 2024

Ms. Walden stated the District Manager firm is asking for a \$4,000.00 increase, which would put the District Manager's fee at \$44,000.00 for the year. Ms. Walden noted the last time the District Manager took an increase was ten years ago, and it does fit within the budget.

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the District Management Fee Increase Letter for Fiscal Year 2024 in the amount of \$44,000.00 for the year.

TENTH 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 2023-09, Adopting the Fiscal Year 2024 Budget and Appropriating Funds**

Ms. Walden noted the District noticed this hearing pursuant to Florida Statutes.

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District opened the public hearing.

Ms. Walden stated the budget is an exhibit to the Resolution and is the same overall budget of \$630,545.23 that the Board preliminarily approved back in May. Ms. Walden noted District staff moved some line items around based on actuals and other things coming online.

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District closed the public hearing.

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2023-09, Adopting the Fiscal Year 2024 Budget and Appropriating Funds.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-10, Adopting an Assessment Roll for Fiscal Year 2024 and Certifying Special Assessment for Collection

Ms. Walden stated this is to impose the special assessments for Fiscal Year 2024 based on the budgets that were adopted. She noted these are the same amounts as last year, as assessments aren't increasing,

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Resolution 2023-10, Adopting an Assessment Roll for Fiscal Year 2024 and Certifying Special Assessment for Collection.

TWELFTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in July 2023 in an amount totaling \$35,765.74

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

On motion by Ms. Munroe, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Operation and Maintenance Expenditures Paid in July 2023 in an amount totaling \$35,765.74.

THIRTEENTH ORDER OF BUSINESS

Ratification of Requisition No. (Series 2023) 3 & 5 – 8 Paid in July 2023 in an amount totaling \$790.80.

The Board reviewed Requisition Nos. 3 & 5 – 8.

On motion by Ms. Munroe, seconded by Mr. Franko, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition No. (Series 2023) 3 & 5 – 8 Paid in July 2023 in an amount totaling \$790.80.

FOURTEENTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Ms. Walden stated the District has a few proposals from BrightView totaling \$4,651.60.

Mr. Batten went over specifically where these items were located and added that pictures will be sent over with proposals moving forward. Mr. McDermott stated he joined on the drive for these items, and he confirms all these items are outside of scope and not warranty issues. Additionally, pricing is per the scheduled values in the contract.

On motion by Ms. Kost, seconded by Ms. Munroe, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Work Authorizations from Berman in the amount of \$4,651.60.

FIFTEENTH ORDER OF BUSINESS

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

The Board reviewed the District's Financial Statements through July 2023. Ms. Walden noted that the District has spent just under \$402,000.00 versus a budget of \$631,000.00 which is roughly 63.5% of the total budget spent.

SIXTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel –

No report.

District Manager –

Ms. Walden noted as a reminder the next Board Meeting is Tuesday, September 19, 2023, and is still at the current location.

District Engineer – No report.

Construction Supervisor – No report.

Landscape Supervisor – No report.

Irrigation Supervisor – No report.

SEVENTEENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Walden stated the District received a proposal from Berman for \$618.05 to troubleshoot the fixtures and replace a bad timer near the monument signs on Tavistock Lakes Blvd. that lights up the trees. The Board requested this item be brought back at the next meeting.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

On motion by Ms. Kost, seconded by Mr. Franko, with all in favor the August 15, 2023, Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

GREENEWAY IMPROVEMENT DISTRICT

**Fiscal Year 2023 Audit Engagement Letter with
Berger, Toombs, Elam, Gaines & Frank**



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

August 24, 2023

Greeneway Improvement District
PFM Group Consulting LLC
3501 Quadrangle Blvd, Suite 270
Orlando, FL 32817

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines and Frank (“we”) audit the financial statements of Greeneway Improvement District, (the “District”), which comprise governmental activities and each major fund as of and for the year ended September 30, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2023.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

Fort Pierce / Stuart



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August 24, 2023
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- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.



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The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



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- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

- 1. That management has fulfilled its responsibilities as set out in the terms of this engagement letter; and
- 2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of Greeneway Improvement District's financial statements. Our report will be addressed to the Board of Greeneway Improvement District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the of Greeneway Improvement District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jennifer Walden. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report, which must be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2024, and if the draft is timely reviewed by Management, the District shall receive the final audit by June 15, 2024.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.



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Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2023 will not exceed \$4,590, unless the scope of the engagement is changed, the assistance which of Greeneway Improvement District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. An optional one-year renewal is available if mutually agreed upon by Berger, Toombs, Elam, Gaines, and Frank and Greeneway Community Development District.

In the event we are requested or authorized by of Greeneway Improvement District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for of Greeneway Improvement District, of Greeneway Improvement District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The audit documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



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Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Greeneway Improvement District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. of Greeneway Improvement District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Greeneway Improvement District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this engagement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Greeneway Improvement District and its management and Board of Supervisors to discharge the foregoing responsibilities, of Greeneway Improvement District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Greeneway Improvement District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

This letter constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and of Greeneway Improvement District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Greeneway Improvement District
August 24, 2023
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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER
GREENEWAY IMPROVEMENT DISTRICT
DATED AUGUST 24, 2023**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that 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 completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**PFM GROUP CONSULTING LLC
3501 QUADRANGLE BLVD, SUITE 270
ORLANDO, FL 32817
TELEPHONE: 407-723-5900
EMAIL: RECORDREQUEST@PFM.COM**

Auditor: _



_

**District: Greeneway Improvement
District**

Title: Director

Title: _____

Date: August 24, 2023

Date: _____

GREENEWAY IMPROVEMENT DISTRICT

Egis Insurance Package for FY 2024



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Greenway Improvement District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Greenway Improvement District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123265

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$866,300
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$8,281

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Greenway Improvement District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123265

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$8,281
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,129
Public Officials and Employment Practices Liability	\$2,782
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$14,192

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Greeneway Improvement District

(Name of Local Governmental Entity)
By: *[Signature]*
Signature

ROBERT CHAD TINETTI
Print Name

Witness By: *[Signature]*
Signature

Daniel Joseph Young
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Greenway Improvement District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- | | | | |
|-------------------------------------|--------------------------|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Building and Content TIV | \$866,300 | As per schedule attached |
| <input type="checkbox"/> | Inland Marine | Not Included | |
| <input type="checkbox"/> | Auto Physical Damage | Not Included | |

Signature: Robert Chad Tine III Date: 10/2/2023
Name: ROBERT CHAD TINE III
Title: CHAIR

**Greenway Improvement District**

Policy No.: 100123265

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
				10/01/2023			
				10/01/2024			\$0
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
1	Decorative Monuments (2)		2018	10/01/2023	\$110,000		
	Tavistock Lakes Blvd (Near Narcoossee Rd) Orlando FL 32827		Masonry non combustible	10/01/2024			\$110,000
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
2	Column Features (4) w/ Attached Walls (2)		2018	10/01/2023	\$55,000		
	Tavistock Lakes Blvd (Near Narcoossee Rd) Orlando FL 32827		Masonry non combustible	10/01/2024			\$55,000
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
3	Hardscapes		2018	10/01/2023	\$27,500		
	Tavistock Lakes Blvd (Near Narcoossee Rd) Orlando FL 32827		Masonry non combustible	10/01/2024			\$27,500
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
4	Decorative Walls w/Column Features		2018	10/01/2023	\$165,000		
	Tavistock Lakes Blvd (Bridge) Orlando FL 32827		Masonry non combustible	10/01/2024			\$165,000
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
6	Decorative Monument		2018	10/01/2023	\$27,500		
	Laureate Blvd (near Maskawa Ave) Orlando FL 32827		Masonry non combustible	10/01/2024			\$27,500
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
7	Decorative Walls w/Column Features		2018	10/01/2023	\$165,000		
	Laureate Blvd (Bridge) Orlando FL 32827		Masonry non combustible	10/01/2024			\$165,000

Sign:

Print Name:

ROBERT CHAD TINETTI

Date:

10/2/2023

**Greenway Improvement District**

Policy No.: 100123265

Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch		Term Date	Contents Value	
				Roof Covering	Covering Replaced	
8	Decorative Monuments (2)		2020	10/01/2023	\$91,300	\$91,300
	Nemours Pkwy (just east of Upper Harden Ave) Orlando FL 32827		Masonry non combustible	10/01/2024		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch		Term Date	Contents Value	
				Roof Covering	Covering Replaced	
9	Large Decorative Monument (entry)			10/01/2023	\$75,000	\$75,000
	Tavistock Lakes Blvd (near Narcoossee Rd) Orlando FL 32827		Masonry non combustible	10/01/2024		
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value
	Roof Shape	Roof Pitch		Term Date	Contents Value	
				Roof Covering	Covering Replaced	
10	Roundabout knee wall		2022	10/01/2023	\$150,000	\$150,000
	Selten Way and Laureate Blvd Orlando FL 32827		Masonry non combustible	10/01/2024		
			Total:	Building Value \$866,300	Contents Value \$0	Insured Value \$866,300

Sign:

Print Name:

ROBERT CHAD TWETLI

Date:

10/2/2023

GREENEWAY IMPROVEMENT DISTRICT

**Operation & Maintenance Expenditures Paid in
August 2023 in an amount totaling \$61,558.00**

GREENWAY 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, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$61,558.00**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Greeneway Improvement District
AP Check Register (Current by Bank)
Check Dates: 8/1/2023 to 8/31/2023

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
432	08/02/23	M	AAIKIN	Amanda Aikins	\$200.00
433	08/02/23	M	AMUNRO	Antoinette Munroe	\$200.00
434	08/02/23	M	BERMAN	Berman Construction LLC	\$1,859.99
435	08/02/23	M	BVLS	BrightView Landscape Services	\$12,401.96
436	08/02/23	M	DONMC	Donald W. McIntosh Associates	\$258.52
437	08/02/23	M	KUTAK	Kutak Rock	\$1,666.50
438	08/02/23	M	MFRANK	Matthew Franko	\$200.00
439	08/02/23	M	PFMGC	PFM Group Consulting	\$1,250.00
440	08/03/23	M	KUTAK	Kutak Rock	\$1,552.64
441	08/03/23	M	ORLS	Orlando Sentinel	\$223.25
442	08/03/23	M	TRUSTE	US Bank as Trustee for Greenew	\$12,590.65
443	08/03/23	M	VGLOBA	VGlobalTech	\$135.00
444	08/18/23	M	DONMC	Donald W. McIntosh Associates	\$508.52
445	08/18/23	M	PFMGC	PFM Group Consulting	\$3,397.83
446	08/18/23	M	TRUSTE	US Bank as Trustee for Greenew	\$79,516.41
447	08/24/23	M	BERMAN	Berman Construction LLC	\$1,859.99
448	08/24/23	M	BVLS	BrightView Landscape Services	\$11,907.00
449	08/28/23	M	AAIKIN	Amanda Aikins	\$200.00
450	08/28/23	M	AMUNRO	Antoinette Munroe	\$200.00
451	08/28/23	M	KUTAK	Kutak Rock	\$1,350.15
451	08/28/23	V	KUTAK	Kutak Rock	(\$1,350.15)
452	08/28/23	M	MFRANK	Matthew Franko	\$200.00
453	08/28/23	M	ORLS	Orlando Sentinel	\$549.50
454	08/28/23	M	KUTAK	Kutak Rock	\$1,350.15
455	08/30/23	M	DELUXE	Deluxe for Business	\$275.00
BANK SUN REGISTER TOTAL:					\$132,502.91
GRAND TOTAL :					\$132,502.91

40,395.85	Checks 3432-3441, 3443-3445, 3447-3455
92,107.06	Debt Service, Checks 3442, 3446
6,313.53	PA 587 - Jun. ICM paid to Boggy Creek
101.82	PA 588 - OCU paid online
8,947.03	PA 591 - OUC paid online
5,799.77	PA 592 - Jul. ICM paid to Boggy Creek
153,665.06	Total cash spent
61,558.00	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 #586

7/7/2023

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction July Administrator & Irrigation Specialist	37626	\$ 1,859.99
2	BrightView Landscape Services July Section 2 Landscaping July Section 3 Landscaping July Section 1 Landscaping	8473078 8473079 8473221	\$ 3,046.00 \$ 3,134.00 \$ 5,727.00
3	Donald W McIntosh Associates Engineering Services Through 06/16/2023	44373	\$ 258.52
4	Kutak Rock General Counsel Through 05/31/2023	3240245	\$ 1,666.50

TOTAL \$ 15,692.01


Secretary/Assistant Secretary


Chairperson

Greeneway 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 9:07 am, Jul 27, 2023

Daniel J. Young

Digitally signed by Daniel J. Young
DN: cn=DJ, o=Greenway Improvement District
Email: daniel.young@tavisstock.com
cn=Tavisstock Development Co., cn=Daniel J. Young
Date: 2023.07.11 11:00:00 -0400

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #587

7/14/2023

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District Interchange Maintenance: June 2023	ICM2023-09	\$ 6,313.53
2	BrightView Landscape Services Irrigation Maintenance: May 2023	8416342	\$ 269.98
3	OUC Acct: 8795843030 ; Service 06/01/2023 - 07/03/2023	--	\$ 9,095.61
4	PFM Group Consulting Series 2013 Disclosure for 2023.Q3	125969	\$ 1,250.00

TOTAL \$ 16,929.12


Secretary/Assistant Secretary


Chairperson

Greeneway 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 9:07 am, Jul 27, 2023

Daniel J. Young

Digitally signed by Daniel J. Young
DN: c=US,
E=dan.young@tavisstock.com,
O=Tavisstock Development Co.,
CN=Daniel J. Young
Date: 2023.07.23
07:43:14-04'00'

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #588

7/21/2023

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services Irrigation Maintenance: June 2023	8460847	\$ 224.98
2	Orange County Utilities 9987 Laureate Blvd ; Service 06/16/2023 - 07/17/2023	Acct: 6838006489	\$ 101.82
3	Supervisor Fees - 07/18/2023 Meeting Amanda Kost Aikins Antoinette Munroe Matthew Franko	-- -- --	\$ 200.00 \$ 200.00 \$ 200.00
TOTAL			\$ 926.80


Secretary/Assistant Secretary


Chairperson

Greeneway 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 9:07 am, Jul 27, 2023

Daniel J. Young

Digitally signed by Daniel J. Young
DN: cn=US, email=Edgar.young@tawistock.com, o=Tawistock Development Co., cn=Daniel J. Young
Date: 2023.07.24 19:25:47-0400

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #589

7/28/2023

Item No.	Payee	Invoice Number	General Fund
1	Kutak Rock General Counsel Through 06/30/2023	3252866	\$ 1,552.64
2	Orlando Sentinel Legal Advertising on 07/10/2023 (Ad: 7458977)	OSC76297549	\$ 223.25
3	VGlobalTech July Website Maintenance	5196	\$ 135.00
TOTAL			\$ 1,910.89


Secretary/Assistant Secretary
Chairperson

Greeneway 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 2:31 pm, Aug 03, 2023

Daniel J. Young

Digitally signed by Daniel J.
Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development
Co, CN=Daniel J. Young
Date: 2023.08.02
08:07:09-04:00

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #590

8/4/2023

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction August Administrator & Irrigation Specialist	38258	\$ 1,859.99
2	BrightView Landscape Services August Section 2 Landscaping	8515658	\$ 3,046.00
	August Section 3 Landscaping	8515659	\$ 3,134.00
	August Section 1 Landscaping	8515800	\$ 5,727.00
3	Donald W McIntosh Associates Engineering Services Through 07/14/2023	44491	\$ 508.52
TOTAL			\$ 14,275.51


Secretary/Assistant Secretary


Chairperson

Greeneway 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 8:33 am, Aug 10, 2023

Daniel J. Young

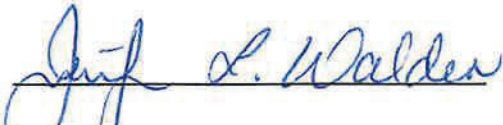
Digitally signed by Daniel J. Young
DN: cn=US,
email=dan.young@tavisstock.com,
c=US, o=Tavisstock Development Co.,
ou=Daniel J. Young
Date: 2023.08.09 13:21:20-0400

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #591

8/11/2023

Item No.	Payee	Invoice Number	General Fund
1	OUC Acct: 8795843030 ; Service 07/03/2023 - 08/03/2023	--	\$ 8,947.03
2	PFM Group Consulting June Billable Expenses DM Fees: July 2023	126182 DM-07-2023-17	\$ 64.50 \$ 3,333.33
TOTAL			\$ 12,344.86


Secretary/Assistant Secretary


Chairperson

Greeneway 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 4:00 pm, Aug 17, 2023

Daniel J. Young

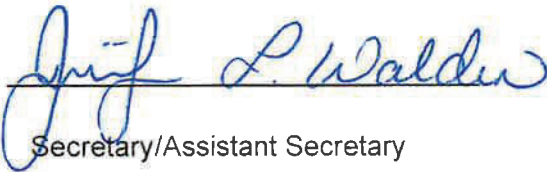
Digitally signed by Daniel J. Young
DN: cn=US,
E=dan.young@stavistock.com,
O=Stavistock Development Co.,
CN=Daniel J. Young
Date: 2023.08.16 07:08:40-0400

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #592

8/18/2023

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District July ICM Expenses	ICM2023-10	\$ 5,799.77
2	Kutak Rock General Counsel Through 07/31/2023	3266044	\$ 1,350.15
3	Orange County Utilities 9987 Laureate Blvd ; Service 07/18/2023 - 08/16/2023	Acct: 6838006489	\$ 167.27
4	Orlando Sentinel Legal Advertising on 07/30/2023 (Ad: 7468724)	OSC77441591	\$ 549.50
5	Supervisor Fees - 08/15/2023 Meeting Amanda Aikins Antoinette Munroe Matthew Franko	-- -- --	\$ 200.00 \$ 200.00 \$ 200.00
TOTAL			\$ 8,466.69


Secretary/Assistant Secretary


Chairperson

Greeneway 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 4:32 pm, Aug 24, 2023

Daniel J. Young

Digitally signed by Daniel J. Young
DN: cn=US,
E=dan.young@tavisstock.com,
O=Tavisstock Development
Co, CN=Daniel J. Young
Date: 2023.08.22
07:04:04-04'00'

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #594

9/1/2023

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction September Administrator & Irrigation Specialist	38983	\$ 1,859.99
2	Boggy Creek Improvement District August ICM Fees	ICM2023-11	\$ 5,832.63
3	BrightView Landscape Services July Irrigation Inspection	8507286	\$ 337.47
	September Section 2 Landscape Maintenance	8561502	\$ 3,046.00
	September Section 3 Landscape Maintenance	8561503	\$ 3,134.00
	September Section 1 Landscape Maintenance	8561614	\$ 5,727.00
	Irrigation Repair	8579933	\$ 770.02
4	Deluxe 200 Print+Mail Checks	606708	\$ 275.00
5	Donald W McIntosh Associates Engineering Services Through 08/11/2023	44619	\$ 698.64
TOTAL			\$ 21,680.75


Secretary/Assistant Secretary


Chairperson

Greeneway 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 8:43 am, Sep 05, 2023

Daniel J. Young

Digitally signed by Daniel
Young
DN: cn=DJY,
email=dan.young@tavisock.com,
c=Davisock Developer,
o=Daniel J. Young
Date: 2023.09.05

GREENEWAY IMPROVEMENT DISTRICT

**Operation & Maintenance Expenditures Paid in
September 2023 in an amount totaling \$15,023.26**
(provided under separate cover)

GREENEWAY IMPROVEMENT DISTRICT

**Requisition No. (Series 2023) 9 – 12
Paid in August 2023 in an amount totaling \$863.65**

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, 2023 through August 31, 2023. This does not include requisitions previously approved by the Board.

REQUISITION NO. (Series 2023)	PAYEE	AMOUNT
9	Kutak Rock	\$366.00
10	Donald W. McIntosh Associates	\$325.00
11	Boggy Creek Improvement District	\$47.65
12	Kutak Rock	\$125.00
		\$863.65

EXHIBIT A
FORM OF REQUISITION

The undersigned, an Authorized Officer of Greenway Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Amended and Restated Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Orlando, Florida, as trustee (the "Trustee"), dated as of May 1, 2023 (the "Master Indenture"), as amended and supplemented by the First Supplemental Trust Indenture between the District and the Trustee, dated as of May 1, 2023 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: 9

(B) Name of Payee: Kutak Rock

(C) Amount Payable: \$366.00

(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, or, state costs of issuance, if applicable):

- Invoice 3252867 for Project 9123-2 (Project Construction) Through 06/30/2023

(E) Fund, Account and/or subaccount from which disbursement is to be made:

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2023 Project and each represents a Cost of the Series 2023 Project, and has not previously been paid] OR [this requisition is for costs of issuance payable from the Costs of Issuance Account that has not previously been paid].

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.

RECEIVED

By Amanda Lane at 3:37 pm, Aug 09, 2023

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

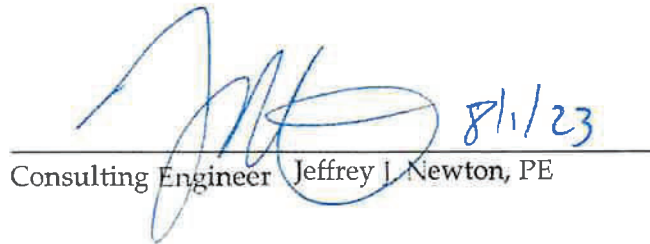
GREENWAY IMPROVEMENT DISTRICT



Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Series 2023 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2023 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.



Consulting Engineer Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 3:37 pm, Aug 09, 2023

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(A) Requisition Number: 10

(B) Name of Payee: Donald W McIntosh Associates

(C) Amount Payable: \$325.00

(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, or, state costs of issuance, if applicable):

- Invoice 44490 for Project 23216 (Lake Nona Greeneway) Through 07/14/2023

(E) Fund, Account and/or subaccount from which disbursement is to be made:


The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2023 Project and each represents a Cost of the Series 2023 Project, and has not previously been paid] OR [this requisition is for costs of issuance payable from the Costs of Issuance Account that has not previously been paid].

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GREENEWAY IMPROVEMENT DISTRICT


Authorized Officer

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8/9/23
Consulting Engineer Jeffrey J. Newton, PE

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(A) Requisition Number: 11

(B) Name of Payee: Boggy Creek Improvement District

(C) Amount Payable: \$47.65

(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, or, state costs of issuance, if applicable):

- 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 2013 Construction Funds Requisition 423 (Reference OSC77442539 ; Ad: 7471403)

(E) Fund, Account and/or subaccount from which disbursement is to be made:

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2023 Project and each represents a Cost of the Series 2023 Project, and has not previously been paid] OR [this requisition is for costs of issuance payable from the Costs of Issuance Account that has not previously been paid].

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RECEIVED

By Amanda Lane at 1:56 pm, Aug 21, 2023

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.

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

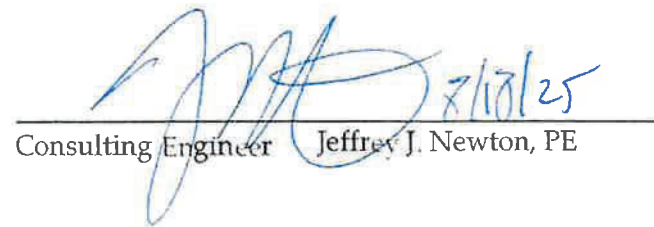
GREENEWAY IMPROVEMENT DISTRICT



Authorized Officer

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Consulting Engineer Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 1:56 pm, Aug 21, 2023

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(A) Requisition Number: 12

(B) Name of Payee: Kutak Rock

(C) Amount Payable: \$125.00

(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, or, state costs of issuance, if applicable):

- Invoice 3266045 for Project 9123-2 (Project Construction) Through 07/31/2023

(E) Fund, Account and/or subaccount from which disbursement is to be made:

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the Series 2023 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2023 Project and each represents a Cost of the Series 2023 Project, and has not previously been paid] OR [this requisition is for costs of issuance payable from the Costs of Issuance Account that has not previously been paid].

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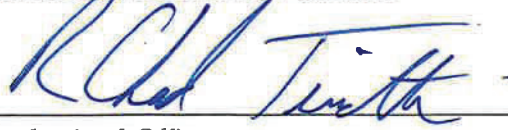
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

RECEIVED

By Amanda Lane at 1:56 pm, Aug 21, 2023

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GREENWAY IMPROVEMENT DISTRICT



Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
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 8/18/25

Consulting Engineer Jeffrey J. Newton, PE

RECEIVED

By Amanda Lane at 1:56 pm, Aug 21, 2023

GREENEWAY IMPROVEMENT DISTRICT

Requisition No. (Series 2023) 13 – 14













Paid in September 2023 in an amount totaling \$341.40

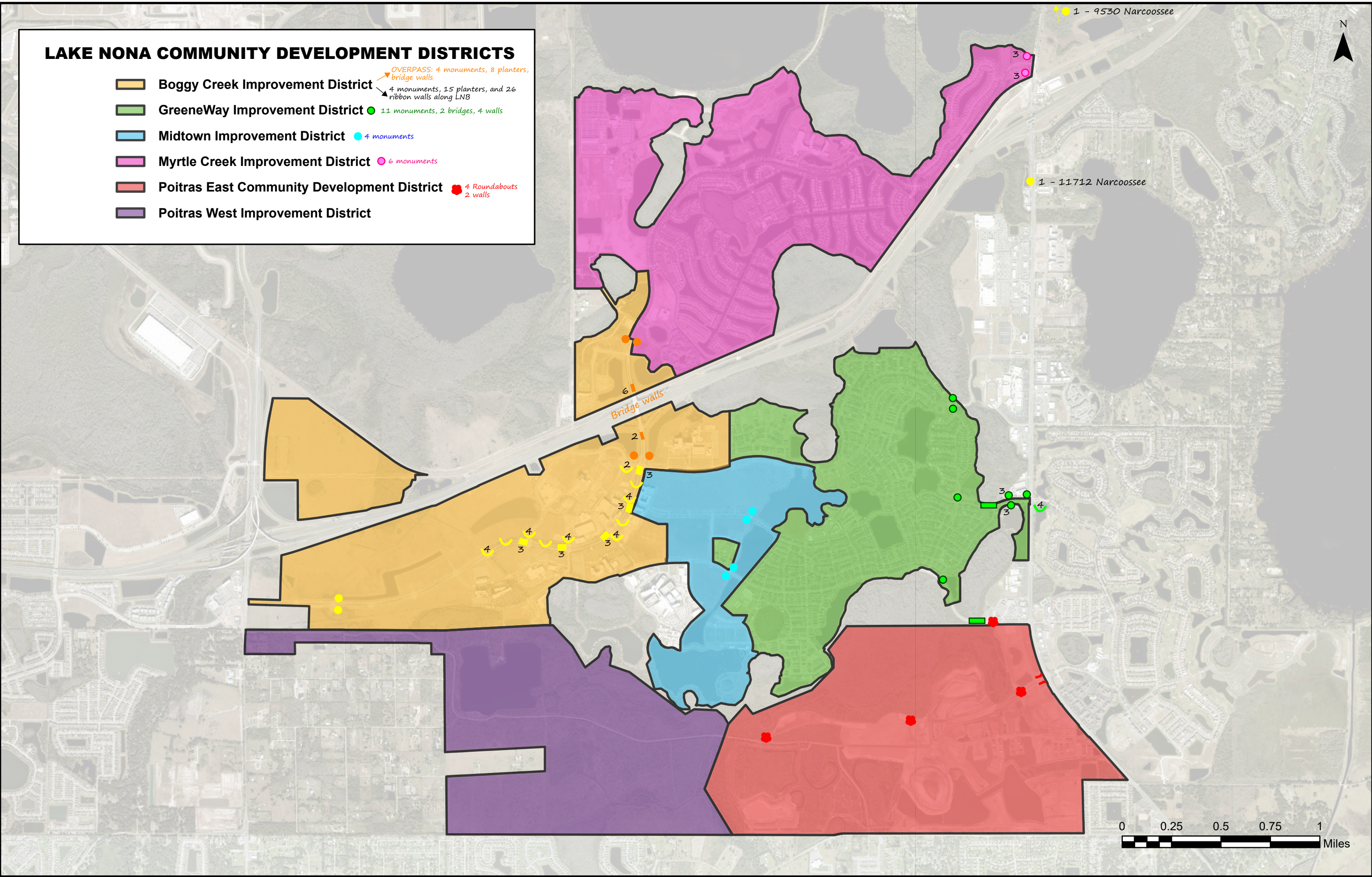
(provided under separate cover)

GREENEWAY IMPROVEMENT DISTRICT

Work Authorizations/Proposed Services
(if applicable)

LAKE NONA COMMUNITY DEVELOPMENT DISTRICTS

-  **Boggy Creek Improvement District**
 -  OVERPASS: 4 monuments, 8 planters, bridge walls
 -  4 monuments, 15 planters, and 26 ribbon walls along LNB
-  **GreeneWay Improvement District**  11 monuments, 2 bridges, 4 walls
-  **Midtown Improvement District**  4 monuments
-  **Myrtle Creek Improvement District**  6 monuments
-  **Poitras East Community Development District**  4 Roundabouts
2 walls
-  **Poitras West Improvement District**



WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This Work Authorization (the "Work Authorization"), dated 10/2/2023, 2023, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE GREENEWAY IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the "Agreement"), dated August 18, 2020, by and between:

Greenway Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the "District"); and

Berman Construction, LLC, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter "Contractor", together with District the "Parties").

Section 1. Scope of Services. Contractor shall provide Ribbon walls & monument sign pressure washing maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "Services").

Section 2. Compensation and Term. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

Section 3. Acceptance. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

GREENEWAY IMPROVEMENT DISTRICT

Secretary

By: _____
Its: _____

BERMAN CONSTRUCTION, LLC

Victor Polanco

Witness

By: Victor Polanco - Project Manager _____
Its: _____

Exhibit A: Proposal/Scope of Services



BERMAN

Date of proposal: October 2, 2023

Client: Greenway Improvement District

Project: Pressure Washing

Scope: Pressure washing monuments, bridge walls, retaining wall

Berman proposes the following scope of work and specifications:

A. Pressure washing monuments – Supply all materials, equipment, and labor to pressure wash the 11 monuments (2 at Nemours/Upper Harden, 1 at Tavistock Lakes Blvd/Lessing, 1 near Laureate Blvd/Maskawa, 7 at entry to Laureate Park on Tavistock Lakes Blvd), bridge walls (bridges on Laureate Blvd & Tavistock Lakes Blvd), and the retaining wall at Laureate Park entrance on Tavistock Lakes Blvd.

Total Project Costs: \$1,500.00

Estimated Time of Completion – Work will be completed in the most expedient time frame possible.

Payment Schedule: Upon Completion

Additional Notes: Berman Construction State of Florida CGC # 1518721

All labor work is guaranteed for 1 year. Any work defects due to poor craftsmanship will be repaired at contractor's expense. Any defect or poor craftsmanship of an installed product will be subject to manufacturer's warranty. If any dispute arises as a result of this contract, then parties agree to seek binding arbitration as outlined by State of FL contracting policies. Berman Property Maintenance & Construction/ Berman Construction LLC is not responsible for damage to personal property as a result of accepted construction practices and such was not caused from negligent behavior or practices.

Revision and Approval Policy: Please contact our office upon receipt and approval of this contract, and any questions you might have. Due to availability and cost of material at this time, this proposal is only valid for 14 days, starting on the date of the proposal. Should you accept the terms outlined above please sign below and return. We can then schedule your services at that time. This proposal will become binding once executed by both parties.

Agent for owner (print name and signature)

Berman Property Maintenance & Construction
By, Katie Harmer, Vice President

GREENEWAY IMPROVEMENT DISTRICT

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