

Greenway Improvement District

12051 Corporate Boulevard Orlando, FL 32817; 407-382-3256

www.greenwayid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greenway Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, January 15, 2019 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

For those unable to attend in person, you may participate by telephone:

Phone: 1-866-398-2885

Participant Code: 275521

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the December 18, 2018 Board of Supervisors' Meeting**
- 2. **Consideration of Ms. Courtney's Resignation Letter**
- 3. **Consideration of Resolution 2019-03, Election of Officers**

Business Matters

- **Consideration of Authorization to Issue Request for Qualifications for Traffic Signal Design**
- 4. **Consideration of Special Warranty Deed for Nemours Parkway Phase 6 – Sidewalk Parcel**
- 5. **Consideration of District Management and Assessment Consultant Agreement**
- 6. **Consideration of Financial Advisory Agreement**
- 7. **Consideration of Resolution 2019-04, Designating District Manager, Assessment Consultant and Financial Advisor**
- 8. **Ratification of Requisition Nos. 607 - 613 Approved in December 2018 in an amount totaling \$532,794.88**
- 9. **Ratification of Operation and Maintenance Expenditures Paid in December 2018 in an amount totaling \$102,338.74**
- 10. **Recommendation of Work Authorizations/Proposed Services *(if applicable)***
- 11. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports
 - 1. District Counsel
 - 2. District Manager
 - 3. District Engineer
 - 4. Construction Supervisor
- B. Audience Comments, Supervisor Requests

Adjournment

GREENEWAY IMPROVEMENT DISTRICT

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**Minutes of the December 18, 2018
Board of Supervisors' Meeting**

GREENWAY IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Greenway Improvement District was called to order on Monday, December 18, 2018 at 3:03 p.m. at the 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

| | |
|--------------------|---------------------|
| Richard Levey | Chair |
| Rob Adams | Vice-Chair |
| Damon Ventura | Assistant Secretary |
| Cristyann Courtney | Assistant Secretary |

Also attending:

| | |
|----------------|-------------------------------|
| Lynne Mullins | Fishkind & Associates, |
| Jeff Newton | Donald W. McIntosh Associates |
| Larry Kaufmann | Construction Supervisor |
| Scott Thacker | Construction Committee |
| Troy Davidson | Construction Committee |
| Chad Tinetti | Public (joined @ 3:08 p.m.) |
| Tucker Mackie | Hopping Green & Sams |

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Levey announced that there were no public comments at this time.

THIRD ORDER OF BUSINESS

Nominations for Vacant Board Seats

Mr. Ventura stated that he would like to nominate two Supervisors to replace himself and Mr. Adams. He stated that Chad Tinetti and Amanda Kost are both residents of Laureate Park and capable of fulfilling the responsibilities of District Board Supervisors.

Ms. Mackie stated that if the two residents are appointed, the District will not have a quorum because they are not currently present. Mr. Ventura asked if this consideration can be pushed to the end of the agenda. Ms. Mackie agreed.

FOURTH ORDER OF BUSINESS

Consideration of Minutes of the November 20, 2018 Board of Supervisors' Meeting

Board Members reviewed the minutes from the November 20, 2018 Board of Supervisors' Meeting.

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the November 20, 2018 Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2019-03, Election of Officers- Deferred

The Board will defer this to the end of the agenda as two new Supervisors will be appointed to the Board and they have not yet joined the meeting.

SIXTH ORDER OF BUSINESS

Consideration of Amendment to Engineering Services

Mr. Kaufmann presented a proposal from Donald W. McIntosh Associates, Inc. which requests updating the hourly rates for their work. Mr. Levey asked how it compares to the Developers' rate schedule. Mr. Kaufmann replied that it is the same.

On Motion by Ms. Courtney, second by Mr. Adams with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Amendment to Engineering Services with Donald W. McIntosh Associates, Inc.

SEVENTH ORDER OF BUSINESS

Ratification of Requisition Nos. 596 – 606 Approved in

**November 2018 in an
amount totaling \$232,497.84**

Board Members reviewed Requisition Nos. 596 – 606 Approved in November 2018 in an amount totaling \$232,497.84.

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 596 – 606 approved in November 2018 in an amount totaling \$232,497.84.

EIGHTH ORDER OF BUSINESS

**Ratification of Operation
and Maintenance
Expenditures Paid in
November 2018 in an
amount totaling \$56,740.59**

Board Members reviewed the Operation and Maintenance Expenditures paid in November 2018 in an amount totaling \$56,740.59.

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Operation and Maintenance Expenditures paid in November 2018 in an amount totaling \$56,740.59.

Mr. Tinetti joined the meeting at 3:08 p.m.

NINTH ORDER OF BUSINESS

**Recommendation of Work
Authorizations/Proposed
Services**

Mr. Kaufmann had no work authorizations for this District.

TENTH ORDER OF BUSINESS

**Review of District's
Financial Position and**

Budget to Actual YTD

Board Members reviewed the District's statement of financial position. There was no action required.

The Board went back to the agenda item for the nomination of vacant Board seat 2.

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the Board of Supervisors for the Greenway Improvement District nominated Chad Tinetti to Seat 2 on the Board of Supervisors.

Ms. Mullins administered the oath of office to Mr. Tenitti. Mr. Levey asked Ms. Mackie if the Board could push the election of officers until the next meeting since Ms. Kost is not present.

Ms. Mullins stated that the reason why it was on the agenda is because she needs to be named an officer of the District for signing purposes.

On Motion by Ms. Courtney, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Greenway Improvement District added Ms. Mullins to the slate of officers as an Assistant Secretary.

Resolution 2019-03, Election of Officers will be deferred until the next meeting.

ELEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – No Report

District Engineer – Mr. Newton circulated the Construction Contract Status Memorandum (Minutes Exhibit A). Nemours Parkway Phase 6 is complete and Nemours Parkway Phase 7 is just starting construction. Kellogg Avenue and Centerline Drive extensions are drawing to a close and anticipates the last lift of asphalt in mid-January.

Construction Supervisor – No Report

TWELFTH ORDER OF BUSINESS

**Supervisor and Audience
Comments & Adjournment**

Ms. Mackie stated that the Board can make the additional appointment for seat 3, Ms. Kost does not need to be present to do so. Mr. Levey requested a motion to appoint Ms. Kost as Supervisor.

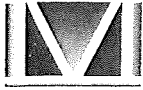
On Motion by Ms. Courtney, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Greenway Improvement District appointed Amanda Kost to Seat 3 on the Board of Supervisors.

Ms. Kost will be administered the oath of office at a later time. Mr. Levey requested a motion to adjourn.

On Motion by Ms. Courtney, second by Mr. Ventura, with all in favor, the December 18, 2018 Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair



**DONALD W. McINTOSH
ASSOCIATES, INC.**

MEMORANDUM

Exhibit A

DATE: December 18, 2018

TO: Greenway Improvement District
Board of Supervisors

FROM: Donald W. McIntosh Associates, Inc.
District Engineer

RE: Construction Contract Status

Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity. Copies of the latest Change Order logs are attached.

CIVIL ENGINEERS

Nemours Parkway Phase 6 – Jr. Davis Construction, Inc. / BrightView

LAND PLANNERS

Construction Status: Final as-built surveys have been received from the Contractor and the final project certification was submitted to the City of Orlando on December 12, 2018.

SURVEYORS

Change Order (C.O.) Status: None at this time.

Recommended Motion: None at this time.

Nemours Parkway Phase 7 – Jr. Davis Construction, Inc.

Construction Status: The Contractor is continuing with the installation of the underground storm and sanitary sewer systems and has initiated installation of the pressure utilities (i.e., potable and reclaimed water systems). Revised shop drawings for the sanitary sewer lift station generator fuel tanks and components have been received and are under review by DWMA. DWMA received a response from the City Water Reclamation Division following a request that the City investigate leakage into an existing sanitary sewer manhole at the point of connection for the Phase 7 western sewer system. The City response indicated that the leakage is occurring at an existing pipe plug on the downstream side of the manhole. DWMA is continuing to coordinate with the Contractor and further observe the leakage during the connection to the downstream side of the existing manhole.

2200 Park Ave. North

Change Order (C.O.) Status: None at this time.

Winter Park, FL

Recommended Motion: None at this time.

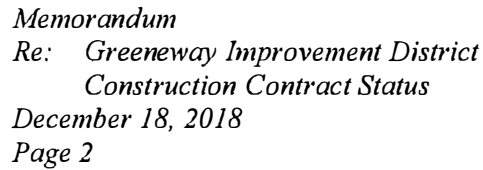
32789-2355

Fax 407-644-8318

407-644-4068

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<http://www.dwma.com>



Construction Status: All subsurface work, curbs, trails and the first lift of asphalt are substantially completed except for the potable water connection to the City Park. Both the potable water and sanitary sewer systems have been released for service by FDEP. The final lift of asphalt is currently scheduled for mid-January following the completion of paving of the parking lot for the City Park.

Recommended Motion: None at this time.

Thank you.

c: Larry Kaufmann
Troy Davidson
Scott Thacker
Lance Jackson
James C. Nugent
Tarek Fahmy

**LAKE NONA SOUTH
Greenway Improvement District
Nemours Parkway Phase 6
Change Order Log
Jr. Davis**

| C.O. # | Date | Description of Revision | Additional Days | Amount | Status | New Contract Amount Original Contract Date 8/17/17 | To Board | Approval Date | Notes |
|----------|-----------|---------------------------|-----------------|--------------|----------|---|-----------|---------------|-------|
| | | | | | | \$2,070,587.60 | | | |
| <u>1</u> | 7/10/2018 | 8" Directional Bore | 0 | \$ 10,874.88 | Approved | \$ 2,081,462.48 | 7/17/2018 | 7/17/2018 | |
| <u>2</u> | 6/20/2018 | Culvert Rail Installation | 0 | \$ 13,464.00 | Approved | \$ 2,094,926.48 | 7/17/2018 | 7/17/2018 | |
| <u>3</u> | 7/16/2018 | OCPS sidewalk revision | 30 | \$ 42,220.54 | Approved | \$ 2,137,147.02 | 7/17/2018 | 7/17/2018 | |
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**LAKE NONA SOUTH
Greenway Improvement District
Nemours Parkway Phase 7
Change Order Log
Jr. Davis**

| C.O. # | Date | Description of Revision | Additional Days | Amount | Status | New Contract Amount Original Contract Date | To Board | Approval Date | Notes |
|--------|------|-------------------------|-----------------|--------|--------|---|----------|---------------|-------|
| | | | | | | \$5,721,337.59 | | | |
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**LAKE NONA SOUTH
Greenway Improvement District
Kellogg Avenue Extension
Change Order Log
Dewitt Excavating**

| C.O. # | Date | Description of Revision | Additional Days | Amount | Status | New Contract Amount Original Contract Date | To Board | Approval Date | Notes |
|----------|------------|--|-----------------|---------------|----------|---|------------|---------------|-------|
| | | | | | | \$1,797,324.58 | | | |
| <u>1</u> | 7/12/2018 | Developer Portion - Stabilize Construction Access Road and Import Fill | 0 | \$230,500.00 | Approved | \$2,027,824.58 | 7/17/2018 | 7/17/2018 | |
| <u>2</u> | 8/1/2018 | Add days to contract due to weather | 8 | \$ - | Approved | \$2,027,824.58 | 8/23/2018 | 8/23/2018 | |
| <u>3</u> | 9/14/2018 | OUC Access Revision - electric and street lighting layout configuration - Kellogg Avenue Extension | 0 | \$ (2,146.88) | Approved | \$2,025,677.70 | 9/18/2018 | 9/18/2018 | |
| 4 | 9/14/2018 | OUC Access Revision - electric and street lighting layout configuration - Hartwell Court Extension | 0 | \$ 65,127.18 | Approved | \$2,090,804.88 | 9/18/2018 | 9/18/2018 | |
| 5 | 10/15/2018 | Change of Oak Trees to Acer Rubrum | | \$ (500.00) | Approved | \$2,090,304.88 | 10/16/2018 | 10/16/2018 | |
| 6 | 10/16/2018 | Addition of compost to plant area for Canopy Trees only | | \$ 1,691.88 | Approved | \$2,091,996.76 | 11/19/2018 | 11/19/2018 | |
| | | | | | | | | | |

GREENEWAY IMPROVEMENT DISTRICT

Ms. Courtney's Resignation Letter

Lynne Mullins

From: Cristyann Courtney <ccourtney@tavistock.com>
Sent: Thursday, January 10, 2019 2:17 PM
To: Lynne Mullins
Subject: Greenway Improvement District board

Lynne,

Please be advised that I am no longer a resident of Laureate Park, and thus unable to serve on the board as a resident. It has been a pleasure serving the community with you all.

Warmest regards,

CRISTYANN COURTNEY
Project Manager

Tavistock Development Company
6900 Tavistock Lakes Blvd, Suite #200
Orlando, FL 32827

P: (407) 313-8264
C: (407) 865-2378

*** Please send all invoices to : AccountsPayable@Tavistock.com ***

GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2019-03,
Election of Officers**

RESOLUTION 2019-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
GREENWAY IMPROVEMENT DISTRICT ELECTING THE
OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the **GREENWAY IMPROVEMENT DISTRICT** (hereinafter the
“District”) is a local unit of special-purpose government created and existing pursuant to
Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to elect the Officers of
the District.

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

Section 1. _____ is elected Chair.

Section 2. _____ is elected Vice Chair.

Section 3. _____ is elected Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

Section 4. _____ is elected Treasurer.

Section 5. _____ is elected as Assistant Treasurer.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are
hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its
adoption.

PASSED AND ADOPTED THIS 15th DAY of JANUARY, 2019.

ATTEST:

**GREENWAY
IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice-Chair

GREENEWAY IMPROVEMENT DISTRICT

**Special Warranty Deed for Nemours
Parkway Phase 6 – Sidewalk Parcel**

Prepared By and Return To:

Sara W. Bernard, Esq.
Nelson Mullins Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 15th day of January, 2019, by **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (the “**Grantor**”), to and in favor of **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**Grantee**”).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, subject to the matters listed herein, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Orange County, Florida, more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”).

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor; subject to (i) covenants, easements, restrictions, reverters and other matters of record if any now exist but this reference shall not serve to reimpose same; (ii) all applicable zoning and other land use regulations or restrictions; and (iii) taxes and assessments for the year 2019 and subsequent years which are not yet due and payable.

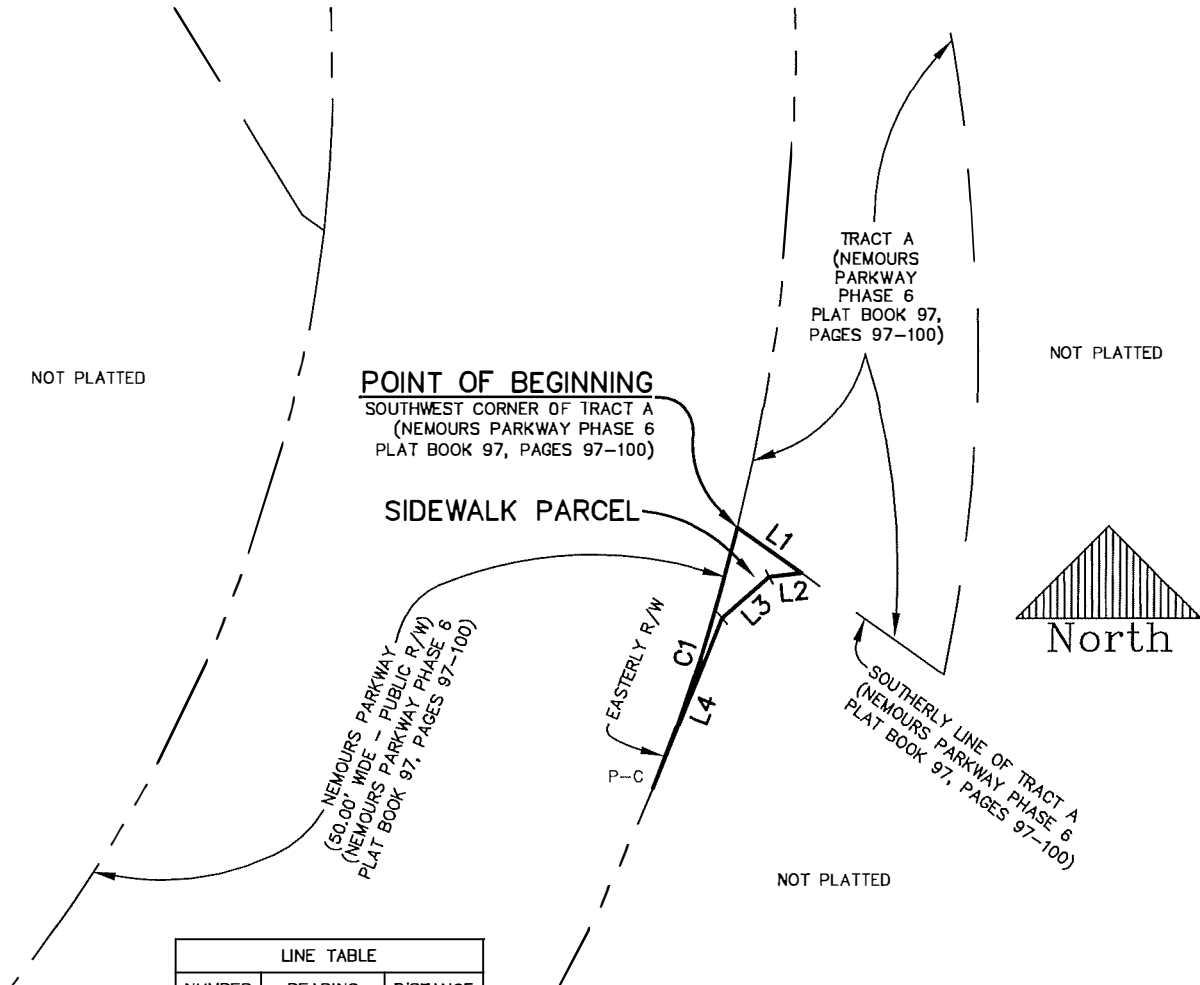
[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

EXHIBIT "A"

PROPERTY

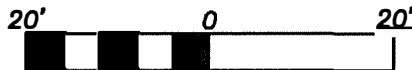
[See Attached Sketch of Description CS# 16-203(I) – 2 Pages]

SKETCH OF DESCRIPTION



| LINE TABLE | | |
|------------|-------------|----------|
| NUMBER | BEARING | DISTANCE |
| L1 | S54°36'02"E | 8.47' |
| L2 | S83°07'32"W | 3.46' |
| L3 | S48°59'13"W | 6.76' |
| L4 | S21°37'55"W | 19.85' |

| CURVE TABLE | | | | | |
|-------------|---------|----------|--------|--------|---------------|
| NUMBER | RADIUS | DELTA | LENGTH | CHORD | CHORD BEARING |
| C1 | 210.00' | 8°04'52" | 29.62' | 29.59' | N17°35'29"E |



SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

GREENWAY IMPROVEMENT DISTRICT

NEMOURS PARKWAY PHASE 6 - SIDEWALK PARCEL

DATE BY DESCRIPTION

REVISIONS



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. MCINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grassman December 17, 2018
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: PH
DATE: 12/2018

CHECKED BY: SG
DATE: 12/2018

JOB NO.
14052.037

SCALE
1"=20'

SHEET 1
OF 2

SKETCH OF DESCRIPTION

SEE SHEET 1 FOR SKETCH

SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

DESCRIPTION:

That part of Section 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southwest corner of Tract A, according to the plat of NEMOURS PARKWAY PHASE 6, as recorded in Plat Book 97, Pages 97 through 100, of the Public Records of Orange County, Florida; thence S54°36'02"E along the Southerly line of said Tract A for a distance of 8.47 feet; thence departing said Southerly line run S83°07'32"W, 3.46 feet; thence S48°59'13"W, 6.76 feet; thence S21°37'55"W, 19.85 feet to the Easterly right-of-way line of Nemours Parkway, according to said plat of NEMOURS PARKWAY PHASE 6 and the point of cusp of a curve concave Westerly having a radius of 210.00 feet and a chord bearing of N17°35'29"E; thence Northerly along said Easterly right-of-way line and the arc of said curve through a central angle of 08°04'52" for a distance of 29.62 feet to the POINT OF BEGINNING.

Being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the Southerly line of Tract A, NEMOURS PARKWAY PHASE 6, as recorded in Plat Book 97, Pages 97 through 100, as being S54°36'02"E (per plat).
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

P-C POINT OF CUSP
R/W RIGHT-OF-WAY
ORB OFFICIAL RECORDS BOOK
PB PLAT BOOK
PG(S) PAGE(S)
L1 LINE NUMBER (SEE TABLE)
C1 CURVE NUMBER (SEE TABLE)

PREPARED FOR:

GREENEWAY IMPROVEMENT DISTRICT

NEMOURS PARKWAY PHASE 6 - SIDEWALK PARCEL



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

| | | | | |
|----------------------|-----------------------|------------------|------------|----------------|
| DRAWN BY: <u>PH</u> | CHECKED BY: <u>SG</u> | JOB NO. | SCALE | SHEET <u>2</u> |
| DATE: <u>12/2018</u> | DATE: <u>12/2018</u> | <u>14052.037</u> | <u>N/A</u> | OF <u>2</u> |

GREENEWAY IMPROVEMENT DISTRICT

District Management and Assessment Consultant Agreement

DISTRICT MANAGEMENT AND ASSESSMENT CONSULTANT AGREEMENT

This District Management Agreement (this “Agreement”), made and entered into this 15th day of January, 2019 (the “Effective Date”) by and between Greenway Improvement District (“DISTRICT”) and Fishkind & Associates, Inc. (hereinafter called the “MANAGER”) sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER’s professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT’s approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for “good cause” which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for “good cause” shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER’s rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER’s assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement (“Data”) shall be furnished to MANAGER and the DISTRICT shall, and shall cause its agent(s) to, cooperate with MANAGER in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a transaction or financial product and/or relevant to a DISTRICT’s determination whether to proceed with a course of action. To the extent DISTRICT requests that MANAGER provide advice with regard to any recommendation made by a third party, DISTRICT will provide to MANAGER written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while MANAGER is relying on the Data in connection with its provision of the services under this Agreement, MANAGER makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:

Greenway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32801
Attention: District Manager

With A Copy To:

Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Tucker Mackie

MANAGER:

Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32801
Attention: Hank Fishkind, President

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of MANAGER set forth below will provide the services set forth in this Agreement; provided that MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Hank Fishkind, Ph.D.
- Jennifer Walden
- Lynne Mullins

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XIII. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not market or otherwise be responsible for the initial offering of the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of MANAGER or any of its associated persons, neither MANAGER nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder, (ii) any error of judgment or mistake of law, or (iii) any loss arising out of or any financial or other damages resulting from DISTRICT's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of MANAGER or any of its associated persons, upon any advice or recommendation provided by MANAGER to DISTRICT.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

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

9. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Board of Supervisors:

Greeneway Improvement District

Sign: _____

Print Name: Richard Levey, Chairman

Fishkind & Associates, Inc.

Hank Fishkind, Ph.D., President

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will maintain the DISTRICT's website in compliance with applicable law and ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Dissemination Agent

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Assessment Consulting Services

The Manager shall formulate the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals, including the preparation of an assessment methodology report.

EXHIBIT B
COMPENSATION FOR SERVICES

The table below outlines the minimum management fees. The fees depend upon the type of district, the website selected, and the number of debt issues outstanding for the DISTRICT. Fees are reviewed and adjusted annually pursuant to the DISTRICT's budget process. Our fees include the provision of the services described in Exhibit A, as well as the reimbursable *expenses* set forth in Section III(1).

| <i>Type of District</i> | <i>Management Fee</i> | |
|---|--|---------|
| Inactive | \$5,000 | |
| Developer Control | \$40,000 | |
| Resident Control | \$40,000 | |
| Website | Set Up | Annual |
| Minimum | \$2,000 | \$1,250 |
| Standard | \$3,000 | \$1,250 |
| Deluxe | \$5,000 | \$5,000 |
| Lien Book, Tax Roll, and Continuing Disclosure Services | Amount | |
| Base Fee | \$5,000 | |
| Fee per debt issue | \$7,500 | |
| Assessment Methodology Preparation and Assessment Consulting Services | Fee to be negotiated per debt issuance | |

EXHIBIT C
INSURANCE

MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect in Florida.
- b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence. Claims-made policies shall have at least a three-year reporting period.
- d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- f) Comprehensive Automobile Liability insurance for all hired and non-owned vehicles used by the Consultant's staff with a combined single limit of one million dollars (\$1,000,000.00).

The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the DISTRICT to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the DISTRICT. MANAGER will furnish the DISTRICT with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

GREENEWAY IMPROVEMENT DISTRICT

Financial Advisory Agreement

FINANCIAL ADVISORY AGREEMENT

This agreement ("Agreement"), made and entered into this 15th day of January, 2019, (the "Effective Date") by and between Greenway Improvement District ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called "FA"), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

I. SCOPE OF SERVICES

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

II. WORK SCHEDULE

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as IRMA, including in the written

representation of DISTRICT required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FA. DISTRICT further agrees not to represent that FA is DISTRICT's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FA's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in FA's Disclosure Statement delivered to DISTRICT together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, FA's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, FA will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FA subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective as of the Effective Date until January 15, 2020 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FA which, in each case, FA fails to cure within 10 days of notice thereof. Upon such termination, FA will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party ; provided that upon notice to DISTRICT, (i) FA may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FA, or (ii) to any subsidiary or affiliate of FA or a successor of FA in connection with the sale of all or

substantially all of FA's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VII. INFORMATION TO BE FURNISHED TO FA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FA and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FA in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FA provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FA written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FA is relying on the Data in connection with its provision of the services under this Agreement, FA makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

DISTRICT:

Greeneway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32801
Attention: District Manager

With A Copy To:

Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Tucker Mackie

FA:

Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32801
Attention: Hank Fishkind, President

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by FA pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FA shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

X. FA'S REPRESENTATIVES

1. Assignment of Named Individuals

Professional employees of FA will provide the services set forth in this Agreement and FA may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

- Hank Fishkind, Ph.D.

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, FA to replace any member of the advisory team. Should the DISTRICT make such a request, FA shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

FA shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FA or any of its associated persons, neither FA nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FA to DISTRICT.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

FA, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will

FA be liable for any act or omission of any third party or for any circumstances beyond FA's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FA and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and FA and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FA shall not in any way be deemed an amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. PUBLIC RECORDS DISCLOSURE.

FA understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, FA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the FA shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the FA does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in FA's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records

pursuant to Florida laws. When such public records are transferred by the FA, the FA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

[Signature Page Follows]

IN WITNESS THEREOF, the DISTRICT and FA have executed this Agreement as of the day and year herein above written.

GREENEWAY IMPROVEMENT DISTRICT

By: _____

Name: Richard Levey

Title: Chairman

Date: January 15, 2019

FA

By: _____

Name: Hank Fishkind

Title: President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected

operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.
- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.
- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
- Assist and advise the DISTRICT with investment of proceeds of debt offerings

3. **Special Services.** Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))

9. Arbitrage and rebate services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate)
10. Financial analysis of projects being developed by engineer/architect studies
11. Negotiate on behalf of the DISTRICT for proposed projects

EXHIBIT B
COMPENSATION FOR SERVICES (Negotiable)

| Description | Unit Price | |
|---|---|------------------------|
| TRANSACTIONAL FEE SCHEDULE | | |
| | | Non-investment |
| A. Conventional Long-Term Fixed Rate Debt | Investment Grade | Grade |
| Up to \$25 Million | <u>\$1.00/ \$1,000</u> | <u>\$1.00/ \$1,000</u> |
| \$25 Million up to \$50 Million | <u>\$0.85/ \$1,000</u> | <u>\$1.00/ \$1,000</u> |
| Over \$50 Million up to \$75 Million | <u>\$0.75/ \$1,000</u> | <u>\$0.85/ \$1,000</u> |
| Over \$75 Million | <u>\$0.50/ \$1,000</u> | <u>\$0.75/ \$1,000</u> |
| Above Fees Subject To: | | |
| Minimum | <u>\$20,000.00</u> | <u>\$25,000.00</u> |
| Maximum | <u>\$125,000.00</u> | <u>\$200,000.00</u> |
| Additional Fee – Refunding Transaction | \$ <u>N/A</u> (excluding escrow structuring if requested) | |

B. Notes, Including but not Limited to TANS and RANS \$15,000.00¹

¹Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

NON-TRANSACTIONAL FEE SCHEDULE

C. Professional Fees

| | |
|---|-----------------------|
| Managing Director | <u>\$300.00/ Hour</u> |
| Senior Managing Consultant (other senior staff) | <u>\$250.00/ Hour</u> |
| Senior Analyst (Analyst) | <u>\$150.00/ Hour</u> |
| Administrative Staff | <u>\$0.00 / Hour</u> |

D. Out of Pocket Expenses

| | |
|---------------|------------------------------------|
| Not to Exceed | <u>\$2,000.00</u> per Issue* |
| Travel | At Cost |
| Lodging | At Cost |
| Meals | At Cost |
| Postage | At Cost |
| Telephone | At Cost |
| Copies | 0.10 Black & White; 0.50 for Color |
| Printing | 0.10 Black & White; 0.50 for Color |

*FA also offers a flat “overhead” fee of \$1,500 per financing to cover all typical expenses (copies, printing, in state travel, etc.). Both structures exclude New York and other out of state travel, which is billed at cost.

Other Services

In addition to advising on bond transactions, FA is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services would be provided via separate contract with the appropriate FA related entity such as FA Asset Management, LLC. If needed or required under this proposal, these services are subject to a separate fee to be negotiated in advance at the time of the service. FA fully discloses all fees related to any transaction.

EXHIBIT C **INSURANCE**

Fishkind & Associates, Inc. ("FA") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision

Cyber Liability \$50,000

General Liability \$0

Professional Liability (E&O) \$1,000,000

Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

| | |
|---|---|
| Professional Liability (E&O) | Endurance American Specialty Insurance; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XIV) |
| Financial Institution Bond | Federal Insurance Company; (A++; XV) |
| Cyber Liability | Indian Harbor Insurance Company (A; XV) |
| General Liability | Great Northern Insurance Company; (A++; XV) |
| Automobile Liability | Federal Insurance Company; (A++; XV) |
| Excess /Umbrella Liability | Federal Insurance Company; (A++; XV) |
| Workers Compensation & Employers Liability | Great Northern Insurance Company; (A++; XV) |

GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2019-04,
Designating District Manager, Assessment
Consultant and Financial Advisor**

RESOLUTION 2019-04

A RESOLUTION DESIGNATING FISHKIND & ASSOCIATES, INC., AS DISTRICT MANAGER OF AND ASSESSMENT CONSULTANT FOR AND FINANCIAL ADVISOR TO THE GREENEWAY IMPROVEMENT DISTRICT, AUTHORIZING COMPENSATION, AND PROVIDING 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 the Orange County, Florida; and

WHEREAS, the Board of Supervisors (“Board”) of the District has previously appointed Fishkind & Associates, Inc. as District Manager and Assessment Consultant (hereinafter, collectively, the “District Manager”) and Financial Advisor; and

WHEREAS, the Board of Supervisors and Fishkind & Associates, Inc. desire to enter into a revised [District Management Agreement and Financial Advisor Agreement (collectively, the “Fishkind Agreement”)], which shall be dated effective as of the date of this Resolution, the form(s) of which are attached hereto as **Exhibit A**; and

WHEREAS, pursuant to the terms of the Fishkind Agreement, Fishkind & Associates, Inc. may, upon notice to the District, assign its rights and obligations under such agreement to any subsidiary, affiliate, or successor in connection with the sale of all or substantially all of Fishkind & Associates, Inc.’s assets; and

WHEREAS, Fishkind & Associates, Inc. has recently advised the Board of Supervisors of the District of its intent to enter into a proposed transaction (the “Transaction”) with PFM Financial Advisors LLC or PFM Consulting Services, LLC or its affiliate(s) (collectively, “PFM”) whereby Fishkind will sell all or substantially all of its assets to PFM; and

WHEREAS, in connection with the Transaction and pursuant to the Fishkind Agreement, Fishkind & Associates, Inc. desires to assign its rights and obligations as [District Manager and Financial Advisor] under the Fishkind Agreement to PFM upon and after the date the Transaction is consummated, and the Board is amenable to such assignment upon the consummation of the Transaction.

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

1. Fishkind & Associates, Inc. has previously been appointed the District Manager and Financial Advisor to the District.
2. Fishkind & Associates, Inc., shall be compensated for services in such capacity in the manner prescribed set forth in the Fishkind Agreement attached hereto as **Exhibit A**,

which agreement is approved as to form and substance. Upon execution of the Fishkind Agreement(s) attached hereto as **Exhibit A**, all prior agreements relating to the services contemplated in the Fishkind Agreement attached hereto as **Exhibit A** are hereby rescinded by the parties and shall be of no further force and effect.

3. The assignment by Fishkind & Associates, Inc. of all of its rights and obligations as [District Manager and Financial Advisor] under the Fishkind Agreement to PFM is approved by the Board in connection with, and shall become effective upon, consummation of the Transaction referenced hereinabove.
4. This Resolution shall become effective immediately upon its adoption.

Adopted this 15TH day of JANUARY, 2019

ATTEST:

GREENEWAY IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairman

Exhibit A

DISTRICT MANAGEMENT AND ASSESSMENT CONSULTANT AGREEMENT

This District Management Agreement (this “Agreement”), made and entered into this 15th day of January, 2019 (the “Effective Date”) by and between Greenway Improvement District (“DISTRICT”) and Fishkind & Associates, Inc. (hereinafter called the “MANAGER”) sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER’s professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT’s approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for “good cause” which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for “good cause” shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER’s rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER’s assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement (“Data”) shall be furnished to MANAGER and the DISTRICT shall, and shall cause its agent(s) to, cooperate with MANAGER in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a transaction or financial product and/or relevant to a DISTRICT’s determination whether to proceed with a course of action. To the extent DISTRICT requests that MANAGER provide advice with regard to any recommendation made by a third party, DISTRICT will provide to MANAGER written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while MANAGER is relying on the Data in connection with its provision of the services under this Agreement, MANAGER makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:

Greeneway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32801
Attention: District Manager

With A Copy To:

Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Tucker Mackie

MANAGER:

Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32801
Attention: Hank Fishkind, President

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER'S REPRESENTATIVES**1. Assignment of Named Individuals**

The professional employees of MANAGER set forth below will provide the services set forth in this Agreement; provided that MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Hank Fishkind, Ph.D.
- Jennifer Walden
- Lynne Mullins

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XIII. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not market or otherwise be responsible for the initial offering of the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of MANAGER or any of its associated persons, neither MANAGER nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder, (ii) any error of judgment or mistake of law, or (iii) any loss arising out of or any financial or other damages resulting from DISTRICT's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of MANAGER or any of its associated persons, upon any advice or recommendation provided by MANAGER to DISTRICT.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

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

9. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Board of Supervisors:

Greeneway Improvement District

Sign: _____

Print Name: Richard Levey, Chairman

Fishkind & Associates, Inc.

Hank Fishkind, Ph.D., President

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will maintain the DISTRICT's website in compliance with applicable law and ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Dissemination Agent

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Assessment Consulting Services

The Manager shall formulate the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals, including the preparation of an assessment methodology report.

EXHIBIT B
COMPENSATION FOR SERVICES

The table below outlines the minimum management fees. The fees depend upon the type of district, the website selected, and the number of debt issues outstanding for the DISTRICT. Fees are reviewed and adjusted annually pursuant to the DISTRICT's budget process. Our fees include the provision of the services described in Exhibit A, as well as the reimbursable *expenses* set forth in Section III(1).

| <i>Type of District</i> | <i>Management Fee</i> | |
|---|---|---------|
| Inactive | \$5,000 | |
| Developer Control | \$40,000 | |
| Resident Control | \$40,000 | |
| Website | Set Up | Annual |
| Minimum | \$2,000 | \$1,250 |
| Standard | \$3,000 | \$1,250 |
| Deluxe | \$5,000 | \$5,000 |
| Lien Book, Tax Roll, and Continuing Disclosure Services | Amount | |
| Base Fee | \$5,000 | |
| Fee per debt issue | \$7,500 | |
| Assessment Methodology Preparation and Assessment Consulting Services | Fee to be negotiated per debt issuance | |

EXHIBIT C
INSURANCE

MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect in Florida.
- b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence. Claims-made policies shall have at least a three-year reporting period.
- d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- f) Comprehensive Automobile Liability insurance for all hired and non-owned vehicles used by the Consultant's staff with a combined single limit of one million dollars (\$1,000,000.00).

The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the DISTRICT to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the DISTRICT. MANAGER will furnish the DISTRICT with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

FINANCIAL ADVISORY AGREEMENT

This agreement ("Agreement"), made and entered into this 15th day of January, 2019, (the "Effective Date") by and between Greenway Improvement District ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called "FA"), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT's strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

I. SCOPE OF SERVICES

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

II. WORK SCHEDULE

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as IRMA, including in the written

representation of DISTRICT required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FA. DISTRICT further agrees not to represent that FA is DISTRICT's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FA's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in FA's Disclosure Statement delivered to DISTRICT together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, FA's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, FA will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FA subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective as of the Effective Date until January 15, 2020 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FA which, in each case, FA fails to cure within 10 days of notice thereof. Upon such termination, FA will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party ; provided that upon notice to DISTRICT, (i) FA may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FA, or (ii) to any subsidiary or affiliate of FA or a successor of FA in connection with the sale of all or

substantially all of FA's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VII. INFORMATION TO BE FURNISHED TO FA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FA and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FA in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FA provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FA written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FA is relying on the Data in connection with its provision of the services under this Agreement, FA makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

DISTRICT:

Greeneway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32801
Attention: District Manager

With A Copy To:

Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Tucker Mackie

FA:

Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32801
Attention: Hank Fishkind, President

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by FA pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FA shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

X. FA'S REPRESENTATIVES

1. Assignment of Named Individuals

Professional employees of FA will provide the services set forth in this Agreement and FA may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

- Hank Fishkind, Ph.D.

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, FA to replace any member of the advisory team. Should the DISTRICT make such a request, FA shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

FA shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FA or any of its associated persons, neither FA nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FA to DISTRICT.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

FA, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will

FA be liable for any act or omission of any third party or for any circumstances beyond FA's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FA and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and FA and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FA shall not in any way be deemed an amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. PUBLIC RECORDS DISCLOSURE.

FA understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, FA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the FA shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the FA does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in FA's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records

pursuant to Florida laws. When such public records are transferred by the FA, the FA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

[Signature Page Follows]

IN WITNESS THEREOF, the DISTRICT and FA have executed this Agreement as of the day and year herein above written.

GREENEWAY IMPROVEMENT DISTRICT

By: _____

Name: Richard Levey

Title: Chairman

Date: January 15, 2019

FA

By: _____

Name: _____

Title: President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected

operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.
- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.
- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
- Assist and advise the DISTRICT with investment of proceeds of debt offerings

3. **Special Services.** Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))

9. Arbitrage and rebate services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate)
10. Financial analysis of projects being developed by engineer/architect studies
11. Negotiate on behalf of the DISTRICT for proposed projects

EXHIBIT B
COMPENSATION FOR SERVICES (Negotiable)

| <u>Description</u> | <u>Unit Price</u> | |
|--|---|-----------------------------|
| TRANSACTIONAL FEE SCHEDULE | | |
| A. Conventional Long-Term Fixed Rate Debt | Investment Grade | Non-investment Grade |
| Up to \$25 Million | <u>\$1.00/ \$1,000</u> | <u>\$1.00/ \$1,000</u> |
| \$25 Million up to \$50 Million | <u>\$0.85/ \$1,000</u> | <u>\$1.00/ \$1,000</u> |
| Over \$50 Million up to \$75 Million | <u>\$0.75/ \$1,000</u> | <u>\$0.85/ \$1,000</u> |
| Over \$75 Million | <u>\$0.50/ \$1,000</u> | <u>\$0.75/ \$1,000</u> |
| Above Fees Subject To: | | |
| Minimum | <u>\$20,000.00</u> | <u>\$25,000.00</u> |
| Maximum | <u>\$125,000.00</u> | <u>\$200,000.00</u> |
| Additional Fee – Refunding Transaction | \$ <u>N/A</u> (excluding escrow structuring if requested) | |

B. Notes, Including but not Limited to TANS and RANS \$15,000.00¹

¹Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

NON-TRANSACTIONAL FEE SCHEDULE

C. Professional Fees

| | |
|---|-----------------------|
| Managing Director | <u>\$300.00/ Hour</u> |
| Senior Managing Consultant (other senior staff) | <u>\$250.00/ Hour</u> |
| Senior Analyst (Analyst) | <u>\$150.00/ Hour</u> |
| Administrative Staff | <u>\$0.00 / Hour</u> |

D. Out of Pocket Expenses

| | |
|---------------|------------------------------------|
| Not to Exceed | <u>\$2,000.00</u> per Issue* |
| Travel | At Cost |
| Lodging | At Cost |
| Meals | At Cost |
| Postage | At Cost |
| Telephone | At Cost |
| Copies | 0.10 Black & White; 0.50 for Color |
| Printing | 0.10 Black & White; 0.50 for Color |

*FA also offers a flat “overhead” fee of \$1,500 per financing to cover all typical expenses (copies, printing, in state travel, etc.). Both structures exclude New York and other out of state travel, which is billed at cost.

Other Services

In addition to advising on bond transactions, FA is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services would be provided via separate contract with the appropriate FA related entity such as FA Asset Management, LLC. If needed or required under this proposal, these services are subject to a separate fee to be negotiated in advance at the time of the service. FA fully discloses all fees related to any transaction.

EXHIBIT C **INSURANCE**

Fishkind & Associates, Inc. ("FA") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision

Cyber Liability \$50,000

General Liability \$0

Professional Liability (E&O) \$1,000,000

Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

| | |
|---|---|
| Professional Liability (E&O) | Endurance American Specialty Insurance; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XIV) |
| Financial Institution Bond | Federal Insurance Company; (A++; XV) |
| Cyber Liability | Indian Harbor Insurance Company (A; XV) |
| General Liability | Great Northern Insurance Company; (A++; XV) |
| Automobile Liability | Federal Insurance Company; (A++; XV) |
| Excess /Umbrella Liability | Federal Insurance Company; (A++; XV) |
| Workers Compensation & Employers Liability | Great Northern Insurance Company; (A++; XV) |

GREENEWAY IMPROVEMENT DISTRICT

**Requisition Nos. 607 - 613 Approved in December
2018 in an amount totaling \$532,794.88**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

PHONE: (407) 382-3256 • FAX: (407) 382-3254

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from December 1, 2018 through December 31, 2018. This does not include requisitions previously approved by the Board.

| REQUISITION NO. | PAYEE | AMOUNT |
|-----------------|-------------------------------|---------------------|
| 607 | Dix.Hite + Partners | \$580.00 |
| 608 | Donald W. McIntosh Associates | \$28,523.96 |
| 609 | Jr. Davis Construction | \$141,430.13 |
| 610 | Onsight | \$5,015.90 |
| 611 | Dewitt Excavation | \$43,788.95 |
| 612 | Ferguson | \$120,629.30 |
| 613 | Rinker Materials | \$192,826.64 |
| | | \$532,794.88 |

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

(Acquisition and Construction Fund)

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

- (A) **Requisition Number:** 607
- (B) **Name of Payee:** Dix.Hite + Partners
- (C) **Amount Payable:** \$580.00
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 1811029 for Project 21646.4 (Nemours Phase 7) Through 11/16/2018 – **\$580.00**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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


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The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

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

GREENWAY IMPROVEMENT
DISTRICT

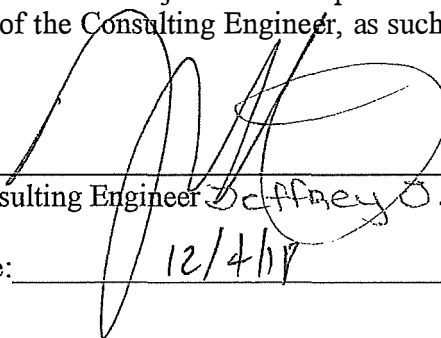


Responsible Officer *Rob Adams*

Date: 12/13/18

CONSULTING ENGINEER'S APPROVAL

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



Consulting Engineer *Jeffrey O. Newton, P.E.*

Date: 12/4/18

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

(Acquisition and Construction Fund)

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

- (A) **Requisition Number:** 608
- (B) **Name of Payee:** Donald W. McIntosh Associates
- (C) **Amount Payable:** \$28,523.96
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 35881 for Project 23216 (Lake Nona Greeneway) Through 11/02/2018 – **\$4,109.97**
 - 2. Invoice 35946 for Project 14052 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 11/02/2018 – **\$1,251.75**
 - 3. Invoice 35948 for Project 16106 (Nemours Parkway Phase 7 Design and Permitting and Lift Station No. 7) Through 11/02/2018 – **\$3,018.36**
 - 4. Invoice 35950 for Project 17056 (Laureate Park South Active Park Area on Parcel 24d – Hartwell Court) Through 11/02/2018 – **\$3,426.08**
 - 5. Invoice 35951 for Project 17141 (Centerline Drive Phase 2 (fka Hartwell Court)) Through 11/02/2018 – **\$7,862.50**
 - 6. Invoice 35954 for Project 18129 (Nemours Parkway Phase 7 – Construction Phase Services – GID) Through 11/02/2018 – **\$8,855.30**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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


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The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

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

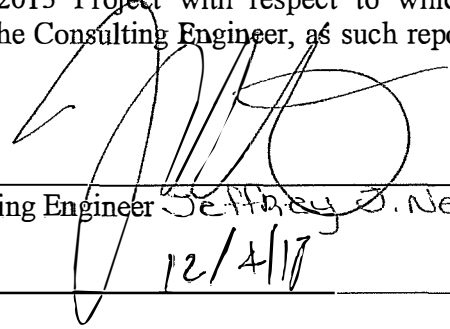
GREENWAY IMPROVEMENT
DISTRICT


Responsible Officer Rob Adams

Date: 12/13/18

CONSULTING ENGINEER'S APPROVAL

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


Consulting Engineer Jeffrey S. Newton, P.E.

Date: 12/4/18

RECEIVED DEC 19 2018

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

(Acquisition and Construction Fund)

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

- (A) **Requisition Number:** 609
- (B) **Name of Payee:** Jr. Davis Construction Company
- (C) **Amount Payable:** \$141,430.13
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Pay Application #1 for Project 1961 (Nemours Parkway Phase 7) Through 10/25/2018 – **\$141,430.13**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

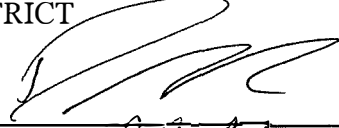
RECEIVED DEC 19 2018

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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

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

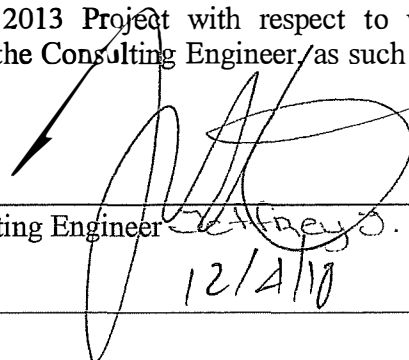
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Robb Adams

Date: 12/13/18

CONSULTING ENGINEER'S APPROVAL

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


Consulting Engineer Jeffrey S. Newton, P.E.

Date: 12/14/18

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

(Acquisition and Construction Fund)

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

- (A) **Requisition Number:** 610
- (B) **Name of Payee:** Onsight
- (C) **Amount Payable:** \$5,015.90
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 1-18-230399-1 for Lake Nona Street Signs – **\$5,015.90**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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


RECEIVED DEC 19 2018

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.

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

GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Rob Adams

Date: 12/13/18

CONSULTING ENGINEER'S APPROVAL

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


Consulting Engineer Jeffrey J. Newton, P.E.

Date: 12/4/18

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

(Acquisition and Construction Fund)

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

- (A) **Requisition Number:** 611
- (B) **Name of Payee:** DeWitt Excavation
- (C) **Amount Payable:** \$43,788.95
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Pay Application #7 for Lake Nona Hartwell Court Extension Through 10/31/2018 – **\$43,788.95**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

RECEIVED DEC 19 2018

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.

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

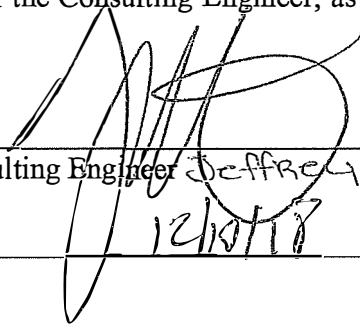
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Rob Adams

Date: 12/18/18

CONSULTING ENGINEER'S APPROVAL

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


Consulting Engineer Jeffrey J. Newton, P.E.

Date: 12/18/18

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

(Acquisition and Construction Fund)

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

- (A) **Requisition Number:** 612
- (B) **Name of Payee:** Ferguson
- (C) **Amount Payable:** \$120,629.30
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoices 1645897, 1645452-1, 1645455, 1645455-1, 1645489, 1645485, 1645456, 1645455-2, 1645452, 1646590, 1646603, and 1646590-1 for Construction Materials for Nemours Ph 7 – **\$120,629.30**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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 DEC 19 2018

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

GREENEWAY IMPROVEMENT
DISTRICT

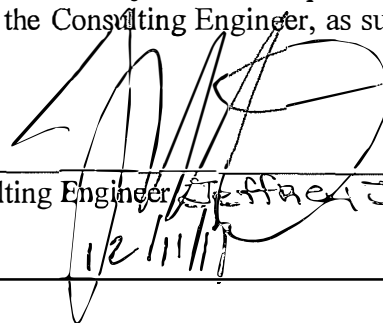


Responsible Officer Rob Adams

Date: 12/18/18

CONSULTING ENGINEER'S APPROVAL

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



Consulting Engineer Jeffrey J. Newton, P.E.

Date: 12/11/18

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

(Acquisition and Construction Fund)

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

- (A) **Requisition Number:** 613
- (B) **Name of Payee:** Rinker Materials
- (C) **Amount Payable:** \$192,826.64
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoices 17592154, 17596074, 17601158, 17588817, 17562781, 17573464, 17553520, 17524664, 17540575, 17530778, and 17514767 for Construction Materials for Nemours Ph 7 – **\$192,826.64**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

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 DEC 19 2018

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

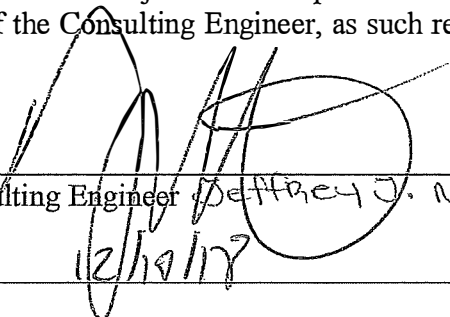
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Rob Adams

Date: 12/18/14

CONSULTING ENGINEER'S APPROVAL

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


Consulting Engineer Jeffrey J. Newton P.E.

Date: 12/18/17

RECEIVED DEC 19 2018

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in December 2018 in an amount
totaling \$102,338.74**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

PHONE: (407) 382-3256 • FAX: (407) 382-3254

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from December 1, 2018 through December 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$102,338.74**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

1/3/19
5:28:43 PM

Greenway Improvement District
AP Check Register (Current by Bank)
Check Dates: 12/1/2018 to 12/31/2018

Page: 1

| Check No. | Date | Status | Vendor ID | Payee Name | Amount |
|--|----------|--------|-----------|--------------------------------|---------------------------|
| BANK ID: SUN - CITY NATIONAL BANK | | | | | 001-101-0000-00-01 |
| 2661 | 12/17/18 | P | VALLEY | BrightView Landscape Services | \$32,129.40 |
| 2662 | 12/17/18 | P | CCOURT | Cristyann Courtney | \$200.00 |
| 2663 | 12/17/18 | P | DONMC | Donald W. McIntosh Associates | \$806.00 |
| 2664 | 12/17/18 | P | EGIS | Egis Insurance Advisors LLC | \$5,987.00 |
| 2665 | 12/17/18 | P | FISH | Fishkind & Associates, Inc. | \$3,532.72 |
| 2666 | 12/17/18 | P | MLM | Michael's Lighting Maint. | \$81.25 |
| 2667 | 12/17/18 | P | ORLS | Orlando Sentinel | \$388.75 |
| 2668 | 12/17/18 | P | RLEVEY | Richard Levey | \$200.00 |
| 2669 | 12/17/18 | P | TRUSTE | US Bank as Trustee for Greenew | \$344,720.36 |
| 2670 | 12/17/18 | P | TRUSTE | US Bank as Trustee for Greenew | \$67,133.77 |
| 2671 | 12/17/18 | P | VENTUR | VenturesIn.com, Inc. | \$105.00 |
| 2672 | 12/19/18 | P | VALLEY | BrightView Landscape Services | \$29,035.46 |
| 2673 | 12/19/18 | P | HGS | Hopping Green & Sams | \$1,341.10 |
| 2674 | 12/19/18 | P | TRUSTE | US Bank as Trustee for Greenew | \$222,714.33 |
| BANK SUN REGISTER TOTAL: | | | | | \$708,375.14 |
| GRAND TOTAL : | | | | | \$708,375.14 |

DS
Dist { 708,375.14 +
- 344,720.36 -
- 67,133.77 -
- 222,714.33 -
OVC 9,448.07 +
BCID 1,202.4 +
↓ 8,313.5 +
OVC 9,568.09 +
102,338.74 G+

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #370

11/30/2018

| Item No. | Payee | Invoice Number | General Fund | Fiscal Year |
|----------|--|----------------|------------------------|--------------------|
| 1 | Donald W McIntosh Associates Engineering Services Through 11/02/2018 | 35880 | \$ 806.00 | FY 2019 |
| 2 | Egis Insurance & Risk Advisors FY 2019 Insurance | 8330 | \$ 5,987.00 | FY 2019 |
| 3 | Fishkind & Associates DM Fee & Reimbursables: November 2018 | 23705 | \$ 3,532.72 | FY 2019 |
| 4 | Orlando Sentinel Legal Advertising 11/12/2018 & 11/13/2018 | OSC2425372 | \$ 388.75 | FY 2019 |
| 5 | Supervisor Fees - 11/19/2018 Meeting Cristyann Courtney Richard Levey | -- -- | \$ 200.00 \$ 200.00 | FY 2019 FY 2019 |

TOTAL \$ 11,114.47



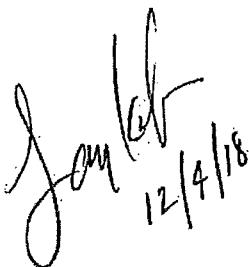
Secretary/Assistant Secretary

Chairperson

FY 2018

FY 2019

11,114.47


12/4/18

RECEIVED DEC 04 2018

GREENWAY IMPROVEMENT DISTRICT

Payment Authorization #371

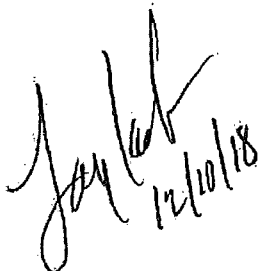
12/7/2018

| Item No. | Payee | Invoice Number | General Fund |
|----------|---|----------------|--------------|
| 1 | BrightView Landscape Services | | |
| | Plant Replacement | 6074360 | \$ 13,551.00 |
| | Poinsettia Installation | 6074370 | \$ 8,001.25 |
| | Poinsettia Installation | 6074372 | \$ 9,840.65 |
| | Controllers 18 & 19 Repairs | 6074520 | \$ 736.50 |
| 2 | Michael's Lighting & Electric | | |
| | Night Lighting Check on 11/30/2018 | 7246 | \$ 81.25 |
| 3 | OUC pd online 12/15/18 Acct: 8795843030 ; Service 10/02/2018 - 11/01/2018 | -- | \$ 9,448.07 |
| 4 | VenturesIn.com | | |
| | December Application Hosting | 44180 | \$ 105.00 |
| TOTAL | | | \$ 41,763.72 |



Secretary/Assistant Secretary

Chairperson



12/10/18

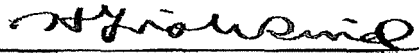
RECEIVED DEC 10 2018

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #372

12/14/2018

| Item No. | Payee | Invoice Number | General Fund |
|--------------|--|----------------|---------------------|
| 1 | Boggy Creek Improvement District | | |
| | September (3) ICM Expenses | ICM2018-12(3) | \$ 1,202.40 |
| | November ICM Expenses | ICM2019-02 | \$ 8,313.50 |
| | <i>> pd online 12/19/18</i> | | |
| 2 | BrightView Landscape Services | | |
| | December Landscape Maintenance | 6067686 | \$ 16,660.25 |
| | St. Augustine Replacement | 6080151 | \$ 8,085.00 |
| | Controller Repair | 6080152 | \$ 4,290.21 |
| 3 | Hopping Green & Sams | | |
| | General Counsel Through 10/31/2018 | 104219 | \$ 1,341.10 |
| 4 | OUC <i>pd online 12/19/18</i> | | |
| | Acct: 8795843030 ; Service 11/05/2018 - 12/03/2018 | — | \$ 9,568.09 |
| TOTAL | | | \$ 49,460.55 |



Secretary/Assistant Secretary

Chairperson

 12/17/18

RECEIVED DEC 17 2018

GREENEWAY IMPROVEMENT DISTRICT

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

GREENEWAY IMPROVEMENT DISTRICT

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

Greenway Improvement District
Statement of Activities
As of 12/31/2018

| | General Fund | Debt Service | Capital Projects Fund | General Long-Term Debt | Total |
|---|--------------|----------------|-----------------------|------------------------|----------------|
| Revenues | | | | | |
| On-Roll Assessments | \$255,413.34 | | | | \$255,413.34 |
| Off-Roll Assessments | 206,493.02 | | | | 206,493.02 |
| Inter-Fund Transfers In | 3,650.62 | | | | 3,650.62 |
| On-Roll Assessments | | \$1,167,441.70 | | | 1,167,441.70 |
| Other Assessments | | 862,351.51 | | | 862,351.51 |
| Inter-Fund Group Transfers In | | (1,780.47) | | | (1,780.47) |
| Inter-Fund Transfers In | | | (\$1,870.15) | | (1,870.15) |
| Total Revenues | \$465,556.98 | \$2,028,012.74 | (\$1,870.15) | \$0.00 | \$2,491,699.57 |
| Expenses | | | | | |
| Supervisor Fees | \$1,000.00 | | | | \$1,000.00 |
| Public Officials' Liability Insurance | 2,244.00 | | | | 2,244.00 |
| Trustee Services | 2,199.90 | | | | 2,199.90 |
| Management | 9,999.99 | | | | 9,999.99 |
| Engineering | 1,693.00 | | | | 1,693.00 |
| Property Appraiser | 1,672.00 | | | | 1,672.00 |
| District Counsel | 1,341.10 | | | | 1,341.10 |
| Assessment Administration | 7,500.00 | | | | 7,500.00 |
| Travel and Per Diem | 48.60 | | | | 48.60 |
| Telephone | 113.08 | | | | 113.08 |
| Postage & Shipping | 49.99 | | | | 49.99 |
| Copies | 319.50 | | | | 319.50 |
| Legal Advertising | 641.25 | | | | 641.25 |
| Miscellaneous | 32.70 | | | | 32.70 |
| Property Taxes | 477.29 | | | | 477.29 |
| Web Site Maintenance | 315.00 | | | | 315.00 |
| Dues, Licenses, and Fees | 175.00 | | | | 175.00 |
| Electric | 1,144.75 | | | | 1,144.75 |
| Water Reclaimed | 4,365.69 | | | | 4,365.69 |
| General Insurance | 2,525.00 | | | | 2,525.00 |
| Property & Casualty | 5,987.00 | | | | 5,987.00 |
| Irrigation | 8,850.21 | | | | 8,850.21 |
| Landscaping Maintenance & Material | 49,980.75 | | | | 49,980.75 |
| Flower & Plant Replacement | 42,092.30 | | | | 42,092.30 |
| IME - Aquatics Maintenance | 901.80 | | | | 901.80 |
| IME - Irrigation | 10.80 | | | | 10.80 |
| IME - Landscaping | 22,063.32 | | | | 22,063.32 |
| IME - Lighting | 561.48 | | | | 561.48 |
| IME - Miscellaneous | 1,265.76 | | | | 1,265.76 |
| IME - Water Reclaimed | 237.47 | | | | 237.47 |
| Streetlights | 16,828.72 | | | | 16,828.72 |
| Interest Payments | | \$1,280,225.00 | | | 1,280,225.00 |
| Engineering | | | \$51,226.45 | | 51,226.45 |
| District Counsel | | | 846.00 | | 846.00 |
| Legal Advertising | | | 161.06 | | 161.06 |
| Contingency | | | 590,602.67 | | 590,602.67 |
| Total Expenses | \$186,637.45 | \$1,280,225.00 | \$642,836.18 | \$0.00 | \$2,109,698.63 |
| Other Revenues (Expenses) & Gains (Losses) | | | | | |
| Interest Income | \$674.23 | | | | \$674.23 |
| Interest Income | | \$1,111.39 | | | 1,111.39 |
| Interest Income | | | \$641.67 | | 641.67 |
| Total Other Revenues (Expenses) & Gains (Losses) | \$674.23 | \$1,111.39 | \$641.67 | \$0.00 | \$2,427.29 |
| Change In Net Assets | \$279,593.76 | \$748,899.13 | (\$644,064.66) | \$0.00 | \$384,428.23 |
| Net Assets At Beginning Of Year | \$37,061.13 | \$3,973,346.10 | \$1,805,897.00 | \$0.00 | \$5,816,304.23 |
| Net Assets At End Of Year | \$316,654.89 | \$4,722,245.23 | \$1,161,832.34 | \$0.00 | \$6,200,732.46 |

Greenway Improvement District
Statement of Financial Position
As of 12/31/2018

| | General Fund | Debt Service | Capital Projects Fund | General Long-Term Debt | Total |
|--|---------------------|-----------------------|-----------------------|------------------------|------------------------|
| <u>Assets</u> | | | | | |
| <u>Current Assets</u> | | | | | |
| General Checking Account | \$818,214.70 | | | | \$818,214.70 |
| State Board of Administration | 1,468.79 | | | | 1,468.79 |
| Deposits | 1,100.00 | | | | 1,100.00 |
| Infrastructure Capital Reserve | 9,775.39 | | | | 9,775.39 |
| Interchange Maintenance Reserve | 12,617.06 | | | | 12,617.06 |
| Due From Other Funds | | \$1,167,441.70 | | | 1,167,441.70 |
| Debt Service Reserve | | 3,551,196.88 | | | 3,551,196.88 |
| Revenue | | 308.75 | | | 308.75 |
| Prepayment | | 3,297.90 | | | 3,297.90 |
| General Checking Account | | | \$7,071.60 | | 7,071.60 |
| Accounts Receivable - Due from Developer | | | 1,456.00 | | 1,456.00 |
| Acquisition/Construction | | | 2,068,693.88 | | 2,068,693.88 |
| Total Current Assets | \$843,175.94 | \$4,722,245.23 | \$2,077,221.48 | \$0.00 | \$7,642,642.65 |
| <u>Investments</u> | | | | | |
| Amount Available in Debt Service Funds | | | | \$3,554,803.53 | \$3,554,803.53 |
| Amount To Be Provided | | | | 46,405,196.47 | 46,405,196.47 |
| Total Investments | \$0.00 | \$0.00 | \$0.00 | \$49,960,000.00 | \$49,960,000.00 |
| Total Assets | \$843,175.94 | \$4,722,245.23 | \$2,077,221.48 | \$49,960,000.00 | \$57,602,642.65 |
| <u>Liabilities and Net Assets</u> | | | | | |
| <u>Current Liabilities</u> | | | | | |
| Accounts Payable | \$517,246.64 | | | | \$517,246.64 |
| Due To Other Governmental Units | 9,274.41 | | | | 9,274.41 |
| Accounts Payable | | | \$561,484.01 | | 561,484.01 |
| Retainage Payable | | | 353,905.13 | | 353,905.13 |
| Total Current Liabilities | \$526,521.05 | \$0.00 | \$915,389.14 | \$0.00 | \$1,441,910.19 |
| <u>Long Term Liabilities</u> | | | | | |
| Revenue Bonds Payable - Long-Term | | | | \$49,960,000.00 | \$49,960,000.00 |
| Total Long Term Liabilities | \$0.00 | \$0.00 | \$0.00 | \$49,960,000.00 | \$49,960,000.00 |
| Total Liabilities | \$526,521.05 | \$0.00 | \$915,389.14 | \$49,960,000.00 | \$51,401,910.19 |
| <u>Net Assets</u> | | | | | |
| Net Assets, Unrestricted | \$50,369.29 | | | | \$50,369.29 |
| Current Year Net Assets, Unrestricted | 3,650.62 | | | | 3,650.62 |
| Net Assets - General Government | (13,308.16) | | | | (13,308.16) |
| Current Year Net Assets - General Government | 275,943.14 | | | | 275,943.14 |
| Net Assets, Unrestricted | | \$3,973,346.10 | | | 3,973,346.10 |
| Current Year Net Assets, Unrestricted | | 748,899.13 | | | 748,899.13 |
| Net Assets, Unrestricted | | | (\$10,264,278.80) | | (10,264,278.80) |
| Net Assets, Unrestricted | | | 2,356,801.62 | | 2,356,801.62 |
| Current Year Net Assets, Unrestricted | | | (644,064.66) | | (644,064.66) |
| Net Assets - General Government | | | 9,713,374.18 | | 9,713,374.18 |
| Total Net Assets | \$316,654.89 | \$4,722,245.23 | \$1,161,832.34 | \$0.00 | \$6,200,732.46 |
| Total Liabilities and Net Assets | \$843,175.94 | \$4,722,245.23 | \$2,077,221.48 | \$49,960,000.00 | \$57,602,642.65 |

Greenway Improvement District
 Budget to Actual
 For the Month Ending 12/31/2018

| | YTD Actual | YTD Budget | YTD Variance | FY 2019 Adopted Budget |
|---|----------------------|----------------------|----------------------|------------------------------|
| <u>Revenues</u> | | | | |
| On-Roll Assessments | \$ 255,413.34 | \$ 115,991.00 | \$ 139,422.34 | \$ 463,963.98 |
| Off-Roll Assessments | 206,493.02 | 89,169.24 | 117,323.78 | 356,676.97 |
| Net Revenues | <u>\$ 461,906.36</u> | <u>\$ 205,160.24</u> | <u>\$ 256,746.12</u> | <u>\$ 820,640.95</u> |
| <u>General & Administrative Expenses</u> | | | | |
| Legislative | | | | |
| Supervisor Fees | \$ 1,000.00 | \$ 1,800.00 | \$ (800.00) | \$ 7,200.00 |
| Financial & Administrative | | | | |
| Public Officials' Liability Insurance | 2,244.00 | 625.00 | 1,619.00 | 2,500.00 |
| Trustee Services | 2,199.90 | 625.00 | 1,574.90 | 2,500.00 |
| Management | 9,999.99 | 10,000.00 | (0.01) | 40,000.00 |
| Engineering | 1,693.00 | 2,500.00 | (807.00) | 10,000.00 |
| Dissemination Agent | - | 1,250.00 | (1,250.00) | 5,000.00 |
| Property Appraiser | 1,672.00 | 375.00 | 1,297.00 | 1,500.00 |
| District Counsel | 1,341.10 | 5,500.00 | (4,158.90) | 22,000.00 |
| Assessment Administration | 7,500.00 | 1,875.00 | 5,625.00 | 7,500.00 |
| Audit | - | 1,375.00 | (1,375.00) | 5,500.00 |
| Travel and Per Diem | 48.60 | 37.50 | 11.10 | 150.00 |
| Telephone | 113.08 | 125.00 | (11.92) | 500.00 |
| Postage & Shipping | 49.99 | 125.00 | (75.01) | 500.00 |
| Copies | 319.50 | 500.00 | (180.50) | 2,000.00 |
| Legal Advertising | 641.25 | 950.00 | (308.75) | 3,800.00 |
| Bank Fees | - | 12.50 | (12.50) | 50.00 |
| Miscellaneous | 32.70 | 625.00 | (592.30) | 2,500.00 |
| Property Taxes | 477.29 | 375.00 | 102.29 | 1,500.00 |
| Web Site Maintenance | 315.00 | 312.50 | 2.50 | 1,250.00 |
| Dues, Licenses, and Fees | 175.00 | 43.75 | 131.25 | 175.00 |
| Total General & Administrative Expenses | <u>\$ 29,822.40</u> | <u>\$ 29,031.25</u> | <u>\$ 791.15</u> | <u>\$ 116,125.00</u> |

Greenway Improvement District
 Budget to Actual
 For the Month Ending 12/31/2018

| | YTD Actual | YTD Budget | YTD Variance | FY 2019 Adopted Budget |
|---|----------------------|----------------------|-----------------------|------------------------------|
| <u>Field Operations</u> | | | | |
| Electric Utility Services | | | | |
| Electric | \$ 1,144.75 | \$ 1,250.00 | \$ (105.25) | \$ 5,000.00 |
| Water-Sewer Combination Services | | | | |
| Water Reclaimed | 4,365.69 | 5,000.00 | (634.31) | 20,000.00 |
| Other Physical Environment | | | | |
| General Insurance | 2,525.00 | 750.00 | 1,775.00 | 3,000.00 |
| Property & Casualty Insurance | 5,987.00 | - | 5,987.00 | - |
| Other Insurance | - | 187.50 | (187.50) | 750.00 |
| Irrigation | 8,850.21 | 7,500.00 | 1,350.21 | 30,000.00 |
| Landscaping Maintenance & Material | 49,980.75 | 57,159.00 | (7,178.25) | 228,636.00 |
| Other Landscape Maintenance | - | 10,000.00 | (10,000.00) | 40,000.00 |
| Landscape Improvements | 42,092.30 | 12,500.00 | 29,592.30 | 50,000.00 |
| Contingency | - | 4,403.50 | (4,403.50) | 17,614.00 |
| Hurricane Cleanup | - | 1,250.00 | (1,250.00) | 5,000.00 |
| Interchange Maintenance Expenses | | | | |
| IME - Aquatics Maintenance | 901.80 | 954.00 | (52.20) | 3,816.00 |
| IME - Irrigation | 10.80 | 9,000.00 | (8,989.20) | 36,000.00 |
| IME - Landscaping | 22,063.32 | 22,063.32 | - | 88,253.28 |
| IME - Lighting | 561.48 | 5,000.00 | (4,438.52) | 20,000.00 |
| IME - Miscellaneous | 1,265.76 | - | 1,265.76 | - |
| IME - Water Reclaimed | 237.47 | 900.00 | (662.53) | 3,600.00 |
| Road & Street Facilities | | | | |
| Entry and Wall Maintenance | - | 750.00 | (750.00) | 3,000.00 |
| Hardscape Maintenance | - | 750.00 | (750.00) | 3,000.00 |
| Streetlights | 16,828.72 | 25,000.00 | (8,171.28) | 100,000.00 |
| Accent Lighting | - | 500.00 | (500.00) | 2,000.00 |
| Parks & Recreation | | | | |
| Personnel Leasing Agreement | - | 5,000.00 | (5,000.00) | 20,000.00 |
| Reserves | | | | |
| Infrastructure Capital Reserve | - | 5,550.00 | (5,550.00) | 22,200.00 |
| Interchange Maintenance Reserve | - | 786.67 | (786.67) | 3,146.67 |
| Total Field Operations Expenses | \$ 156,815.05 | \$ 176,253.99 | \$ (19,438.94) | \$ 705,015.95 |
| Total Expenses | \$ 186,637.45 | \$ 205,285.24 | \$ (18,647.79) | \$ 821,140.95 |
| Income (Loss) from Operations | \$ 275,268.91 | \$ (125.00) | \$ 275,393.91 | \$ (500.00) |
| <u>Other Income (Expense)</u> | | | | |
| Interest Income | \$ 674.23 | \$ 125.00 | \$ 549.23 | \$ 500.00 |
| Total Other Income (Expense) | \$ 674.23 | \$ 125.00 | \$ 549.23 | \$ 500.00 |
| Net Income (Loss) | \$ 275,943.14 | \$ - | \$ 275,943.14 | \$ - |

Greenway Improvement District
 Budget to Actual
 For the Month Ending 12/31/2018

| | Oct-18 | Nov-18 | Dec-18 | YTD Actual |
|---|---------------------|----------------------|----------------------|----------------------|
| <u>Revenues</u> | | | | |
| On-Roll Assessments | \$ - | \$ 5,260.99 | \$ 250,152.35 | \$ 255,413.34 |
| Off-Roll Assessments | - | 206,493.02 | - | 206,493.02 |
| Net Revenues | \$ - | \$ 211,754.01 | \$ 250,152.35 | \$ 461,906.36 |
| <u>General & Administrative Expenses</u> | | | | |
| Legislative | | | | |
| Supervisor Fees | \$ 200.00 | \$ 400.00 | \$ 400.00 | \$ 1,000.00 |
| Financial & Administrative | | | | |
| Public Officials' Liability Insurance | 2,244.00 | - | - | 2,244.00 |
| Trustee Fees | 2,199.90 | - | - | 2,199.90 |
| Management | 3,333.33 | 3,333.33 | 3,333.33 | 9,999.99 |
| Engineering | - | 806.00 | 887.00 | 1,693.00 |
| Dissemination Agent | - | - | - | - |
| Property Appraiser | - | 1,672.00 | - | 1,672.00 |
| District Counsel | - | - | 1,341.10 | 1,341.10 |
| Assessment Administration | 7,500.00 | - | - | 7,500.00 |
| Audit | - | - | - | - |
| Travel and Per Diem | - | 30.28 | 18.32 | 48.60 |
| Telephone | - | 93.61 | 19.47 | 113.08 |
| Postage & Shipping | - | 15.80 | 34.19 | 49.99 |
| Copies | - | 27.00 | 292.50 | 319.50 |
| Legal Advertising | 252.50 | 388.75 | - | 641.25 |
| Bank Fees | - | - | - | - |
| Miscellaneous | - | 32.70 | - | 32.70 |
| Property Taxes | - | 477.29 | - | 477.29 |
| Website Maintenance | 105.00 | 105.00 | 105.00 | 315.00 |
| Dues, Licenses, and Fees | 175.00 | - | - | 175.00 |
| Total General & Administrative Expenses | \$ 16,009.73 | \$ 7,381.76 | \$ 6,430.91 | \$ 29,822.40 |
| <u>Field Operations</u> | | | | |
| Electric Utility Services | | | | |
| Electric | \$ - | \$ - | \$ 1,144.75 | \$ 1,144.75 |
| Water-Sewer Combination Services | | | | |
| Water Reclaimed | - | - | 4,365.69 | 4,365.69 |
| Other Physical Environment | | | | |
| General Insurance | 2,525.00 | - | - | 2,525.00 |
| Property & Casualty Insurance | - | 5,987.00 | - | 5,987.00 |
| Other Insurance | - | - | - | - |
| Irrigation | 1,241.50 | 1,708.00 | 5,900.71 | 8,850.21 |
| Landscaping Maintenance & Material | 16,660.25 | 16,660.25 | 16,660.25 | 49,980.75 |
| Tree Trimming | - | - | - | - |
| Flower & Plant Replacement | - | 2,614.40 | 39,477.90 | 42,092.30 |
| Contingency | - | - | - | - |
| Hurricane Cleanup | - | - | - | - |

Greeneway Improvement District

Budget to Actual

For the Month Ending 12/31/2018

| | Oct-18 | Nov-18 | Dec-18 | YTD Actual |
|---|-----------------------|----------------------|----------------------|----------------------|
| Interchange Maintenance Expenses | | | | |
| IME - Aquatics Maintenance | - | 601.20 | 300.60 | 901.80 |
| IME - Irrigation | - | - | 10.80 | 10.80 |
| IME - Landscaping | 7,354.44 | 7,354.44 | 7,354.44 | 22,063.32 |
| IME - Lighting | 98.28 | 262.47 | 200.73 | 561.48 |
| IME - Miscellaneous | - | - | 1,265.76 | 1,265.76 |
| IME - Water Reclaimed | - | 95.39 | 142.08 | 237.47 |
| Road & Street Facilities | | | | |
| Entry and Wall Maintenance | - | - | - | - |
| Hardscape Maintenance | - | - | - | - |
| Streetlights | 330.50 | 511.25 | 15,986.97 | 16,828.72 |
| Accent Lighting | - | - | - | - |
| Parks & Recreation | | | | |
| Personnel Leasing Agreement | - | - | - | - |
| Reserves | | | | |
| Infrastructure Capital Reserve | - | - | - | - |
| Interchange Maintenance Reserve | - | - | - | - |
| Total Field Operations Expenses | \$ 28,209.97 | \$ 35,794.40 | \$ 92,810.68 | \$ 156,815.05 |
| Total Expenses | \$ 44,219.70 | \$ 43,176.16 | \$ 99,241.59 | \$ 186,637.45 |
| Income (Loss) from Operations | \$ (44,219.70) | \$ 168,577.85 | \$ 150,910.76 | \$ 275,268.91 |
| Other Income (Expense) | | | | |
| Interest Income | \$ 5.89 | \$ 5.74 | \$ 662.60 | \$ 674.23 |
| Total Other Income (Expense) | \$ 5.89 | \$ 5.74 | \$ 662.60 | \$ 674.23 |
| Net Income (Loss) | \$ (44,213.81) | \$ 168,583.59 | \$ 151,573.36 | \$ 275,943.14 |

**Greenway Improvement District
Construction Tracking - early January**

| | Amount |
|--|--------------------------|
| Series 2013 Bond Issue | |
| Original Construction Fund | \$ 48,700,000.00 |
| Additions (Interest, Transfers from DSR, etc.) | 555,161.57 |
| Cumulative Draws Through Prior Month | (47,747,951.70) |
| | ===== |
| Construction Funds Available | \$ 1,507,209.87 |
| Requisitions This Month | |
| | ===== |
| Total Requisitions This Month | \$ - |
| | ===== |
| Construction Funds Remaining | \$ 1,507,209.87 |
| Current Committed Funding | |
| Lake Nona South - Traffic Control Devices | \$ (54,546.10) |
| Nemours Parkway Phase 4 - Yellowstone Landscape | (127,619.13) |
| Nemours Parkway Phase 6 - Jr. Davis | (242,530.52) |
| Lake Nona Hartwell Court Extension - DeWitt Excavation | (163,952.02) |
| | ===== |
| Total Current Committed Funding | \$ (588,647.77) |
| Upcoming Committed Funding | |
| Lake Nona Kellogg Avenue Extension – DeWitt Excavation | \$ (586,812.14) |
| Lake Nona Nemours Parkway Phase 7 - Jr. Davis | (5,600,387.46) |
| | ===== |
| Total Upcoming Committed Funding | \$ (6,187,199.60) |
| Total Committed Funding | \$ (6,775,847.37) |
| Net Uncommitted | (5,268,637.50) |

Greenway Improvement District
FY 2019
Cash Flow Analysis

| | Beg. Cash | FY18 Inflows | FY18 Outflows | FY19 Inflows | FY19 Outflows | End. Cash |
|--------------|------------|--------------|---------------|--------------|----------------|-----------------------------|
| 10/1/2018 | 4,499.76 | 33,166.90 | (27,247.04) | 610.65 | (5,629.50) | 5,400.77 |
| 11/1/2018 | 5,400.77 | - | (3,766.68) | 235,975.89 | (76,859.32) | 160,750.66 |
| 12/1/2018 | 160,750.66 | - | (1,202.40) | 1,394,371.24 | (735,704.80) | 818,214.70 |
| 1/1/2019 | 818,214.70 | - | - | - | (508,987.83) | 309,226.87 as of 01/03/2019 |
| FY 19 Totals | | 33,166.90 | (32,216.12) | 1,630,957.78 | (1,327,181.45) | |

As of 01/03/2019