

# **Greeneway Improvement District**

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

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

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greeneway Improvement District ("District"), scheduled to be held at **3:00 p.m. on Monday, November 19, 2018 at the Lake Nona Lakehouse, 13623 Sachs Ave., 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 Minutes of the October 16, 2018 Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2019-01, Declaring Board Vacancies**

### **Business Matters**

- 3. **Consideration of Resolution 2019-02, Amending the FY 2018 Budget**
- 4. **Consideration of Advance Agreement regarding Assignment of Development Rights**
- 5. **Consideration of OUC Service Agreement for Lighting Service Monument Lighting**
- 6. **Consideration of OUC Service Agreement for Streetlights at Pixon (*provided under separate cover*)**
- 7. **Consideration of Temporary Construction and Access Easement Agreement**
- 8. **Consideration of Agreement for Professional Landscape Architectural Services with Innovations Design Group, Inc.**
- 9. **Ratification of Kellogg Avenue Compost Addition (*provided under separate cover*)**
- 10. **Ratification of Requisition Nos. 588-595 Approved in October 2018 in an amount totaling \$376,074.06**
- 11. **Ratification of Operation and Maintenance Expenditures Paid in October 2018 in an amount totaling \$32,626.54**
- 12. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
- 13. **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
  - 5. Irrigation Specialist
- B. Audience Comments, Supervisor Requests

### **Adjournment**



# **GREENEWAY IMPROVEMENT DISTRICT**

**Minutes of the October 16, 2018  
Board of Supervisors' Meeting**

**GREENEWAY 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 Tuesday, October 16, 2018 at 3:03 p.m. at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Rob Adams  
Damon Ventura  
Cristyann Courtney

Vice-Chair  
Assistant Secretary  
Assistant Secretary

Also attending:

Jennifer Walden  
Lynne Mullins  
Jeff Newton  
Larry Kaufmann  
Scott Thacker  
Stephen Flint  
Mike Eckert

Fishkind & Associates  
Fishkind & Associates  
Donald W. McIntosh Associates  
Construction Supervisor  
Tavistock Development  
Tavistock Development  
Hopping Green & Sams (via phone)

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Walden announced that there were no members of the public present or on the phone.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of  
the September 18, 2018  
Board of Supervisors'  
Meeting**

Board Members reviewed the minutes from the September 18, 2018 Board of Supervisors' Meeting. Ms. Walden noted that she received some minor comments from the District Engineer which will be updated.



On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the September 18, 2018 Board of Supervisors' Meeting, as amended.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Property Insurance for Hardscape Items**

Ms. Walden presented a building schedule which was used to obtain an insurance quote for hardscape items within the District (Minutes Exhibit A). She explained that Mr. Kaufmann and Mr. Thacker met with the insurance company and they went over these different hardscape items that should be covered by the District with insurance. With those items it shows the building replacement value totaling \$550,000.00 and that the insurance premium would be at a cost of \$3,135.00 to add to the insurance to cover all of these hardscape items. Mr. Adams asked if staff was ok with these values. Mr. Thacker stated that the values are not based on complete replacement. Mr. Kaufmann stated that he came up with numbers for the replacement value and stated that the thought was that any one monument would probably get hit once and someone is probably not going to hit all the monuments. Ms. Walden stated that the District also went out for coverage for the direct owner purchase materials. The District requested to cover \$500,000.00 and that premium to add that would be \$2,850.00. The insurance budget line item lists \$6,250.00 and adding these two items with the current insurance which is the general and property insurance is a total of \$10,754.00. So, it is about \$4,500.00 more than what was budgeted.

Mr. Ventura asked about the deductible for the hardscape. Ms. Walden stated that she thinks it is \$1,000.00 but she will double check.

On Motion by Mr. Adams, second by Ms. Courtney, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the purchase of Property Insurance for Hardscape Items for \$3,135.00 and for Direct Owner Purchase Materials for \$2,850.00.

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

#### **Ratification of Requisition Nos. 581 – 587 Approved in September 2018 in an amount totaling \$595,334.63**

Board Members reviewed Requisition Nos. 581 – 587 approved in September 2018 in an amount totaling \$595,334.63.

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. 581 – 587 approved in September 2018 in an amount totaling \$595,334.63.

## **SIXTH ORDER OF BUSINESS**

### **Ratification of Operation and Maintenance Expenditures Paid in September 2018 in an amount totaling \$96,017.50**

Board Members reviewed the Operation and Maintenance Expenditures paid in September 2018 in an amount totaling \$96,017.50.

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Operation and Maintenance Expenditures paid in September 2018 in an amount totaling \$96,017.50.

## **SEVENTH ORDER OF BUSINESS**

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

Mr. Kaufmann presented the following Work Authorizations to the Board (Minutes Exhibit B):

1. DIX-HITE in the amount of \$2,000.00 for ASR# 1 - Construction Administration for GID - Nemours Parkway Phase 7
2. DIX-HITE in the amount of \$1,500.00 for ASR# 2 - Warranty Walks for GID - Nemours Parkway Phase 7
3. DIX-HITE in the amount of \$7,300.00 for ASR# 3 - Design Changes for GID - Nemours Parkway Phase 7
4. DIX-HITE in the amount of \$7,200.00 for ASR# 6 – Addendum #3 – Design Changes for GID - Nemours Parkway Phase 5 & 6

5. DIX-HITE in the amount of \$2,800.00 for ASR# 7 – Construction Administration for GID - Nemours Parkway Phase 5 & 6
6. DIX-HITE in the amount of \$3,000.00 for ASR# 8 – Warranty Walks for GID - Nemours Parkway Phase 5 & 6

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Work Authorizations from DIX-HITE in the amount of \$2,000.00 for ASR# 1 – Construction Administration, in the amount of \$1,500.00 for ASR# 2 – Warranty Walks, in the amount of \$7,300.00 ASR# 3 – Design Changes, in the amount of \$7,200.00 for ASR# 6 – Addendum #3 – Design Changes, in the amount of \$2,800.00 for ASR# 7 – Construction Administration and in the amount of \$3,000.00 for ASR# 8 – Warranty Walks.

Mr. Kaufmann presented the following Work Authorizations in the agenda packet:

7. Donald W. McIntosh Associates, Inc. in the amount of \$600.00 for S&D for GID portion of Nemours Parkway Phase 7 for the Nemours Parkway Phase 7 – GID Additional Survey Services Project
8. Donald W. McIntosh in the amount of \$290,695.00 for survey, design and construction admin for 2,465 LF roadway for Centerline Drive - Segments C & D.
9. Donald W. McIntosh Associates, Inc. in the amount of \$900.00 for S&D Revisions for GID, OUC Water Easements for Centerline Drive Phase 2 - Survey- Revisions to S&D's OUC Water.

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Work Authorizations from Donald W. McIntosh Associates, Inc. in the amount of \$600.00 for Nemours Parkway Phase 7 – Additional Survey Services Project, in the amount of \$290,695.00 for Centerline Drive – Segments C&D and in the amount of \$900.00 for Centerline Drive Phase 2 – Survey – Revisions to S&D's OUC Water.

Mr. Kaufmann presented the following Work Authorization to the Board (Minutes Exhibit C):

10. Professional Services Industries, Inc. in the amount of \$2,565.00 for a study to determine if preexisting stockpile will impact suitability of fill operation for Centerline Drive / Kellogg Ave. – GID

On Motion by Mr. Adams, second by Ms. Courtney, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Work Authorization from Professional Services Industries, Inc. in the amount of \$2,565.00 for Centerline Drive / Kellogg Ave. – GID.

## **EIGHTH ORDER OF BUSINESS**

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

Board Members reviewed the District's statement of financial position through the end of September. Ms. Walden noted that there was no action required by the Board.

Mr. Ventura asked if it was for the final month of the year. Ms. Walden responded that it is for the final month of the fiscal year, however, the District is still able to incur expenses for the next couple of months and she is hopeful at the next meeting that Ms. Lane will have a more finalized budget to actual year to date for Fiscal Year 2018.

## **NINTH ORDER OF BUSINESS**

### **Staff Reports**

#### **District Counsel –**

Mr. Eckert stated that the Board authorized the issuance of a not-to-exceed \$24,000,000.00 in bond anticipation notes at the August meeting. The District anticipates closing on October 31, 2018 and wanted to let the Board know that the delay in closing is attributed to the time it has taken to finalize the Second Amendment to the First Supplemental Trust Indenture that was associated with the District's 2013 bond issuance, that was approved by the Board in substantial form in August. There have been no changes to the terms of the note that will be held by Florida Community Bank since the Board authorized this issuance in August but wanted to go on record and explain that there has been a slight delay.

#### **District Manager –**

Ms. Walden noted that the next meeting is scheduled for Tuesday, November 20, 2018 which is the Tuesday prior to Thanksgiving.

#### **District Engineer –**

Mr. Newton circulated the Construction Contract Status Memorandum (Minutes Exhibit D). He explained that Nemours Parkway Phase 5 has a Change Order related to modification of OUC pole box locations and resulting landscape and irrigation

repairs because of some changes in the light standard that happened part of the way through the process. He recommended a motion to approve Change Order 5 in the amount of \$22,888.82.

Mr. Newton explained that for Nemours Parkway Phase 6 he had the final walk through inspection last month and is working on close out documentation. The road is now open.

Mr. Newton explained that for Nemours Parkway Phase 7 the notice to proceed was issued on September 28, 2018. Clearing and grubbing is substantially completed. He then distributed a graphic of the townhome parcel that the Developer has been discussing with Ashton Woods South of Nemours 7. He suggested that the Board may want to consider dropping in some utility services to serve that parcel if the deal is far enough along.

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Greenway Improvement District approved Change Order # 5 on Nemours Parkway Phase 5 and Change Order #5 on the Kellogg Avenue extension.

Mr. Adams asked that the Board consider granting the Chair or Vice-Chair the ability to make a judgment on the townhome parcel. Mr. Kaufmann suggested giving the plan to the contractor and say that this is what is being planned but that the District cannot tell them for sure for the next 30 days.

On Motion by Mr. Adams, second by Ms. Courtney, with all in favor, the Board of Supervisors for the Greenway Improvement District granted authorization to the Chair or Vice-Chair to provide direction to the Engineer and Contractor on the future connections on Nemours Parkway Phase 7.

Mr. Newton stated that for Kellogg and Centerline the first lift of asphalt is down and they are doing their sewer videos this week and then they should be putting down the second lift of asphalt. He noted that there is a change out of some landscape materials that the Board just approved the change order for.

**Construction Supervisor – No Report**

**TENTH ORDER OF BUSINESS**

**Supervisor and Audience  
Comments & Adjournment**

There were no audience comments.

On Motion by Mr. Adams, second by Ms. Courtney, with all in favor, the October 16, 2018 Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**Greenway BUILDING SCHEDULE**

Unit Number	DESCRIPTION OF OCCUPANCY (If Vacant, state "Vacant" if Under Construction, state "Under Construction," If Historic Bldg state "Historic")	ADDRESS Line 1	Building Replacement Value	Construction Type
1	Decorative Monuments (2)	Tavistock Lakes Blvd (near Narcoossee Rd)	\$ 100,000	Masonry Non Combustible
2	Column Features (4) w/Attached Walls (2)	Tavistock Lakes Blvd (near Narcoossee Rd)	\$ 50,000	Masonry Non Combustible
3	Hardscapes	Tavistock Lakes Blvd (near Narcoossee Rd)	\$ 25,000	Masonry Non Combustible
4	Decorative Walls w/Column Features	Tavistock Lakes Blvd (Bridge)	\$ 150,000	Masonry Non Combustible
5	Decorative Monuments (2)	Tavistock Lakes Blvd (near Benavente Ave)	\$ 25,000	Masonry Non Combustible
6	Decorative Monuments (2)	Laureate Blvd (near Benavente Ave)	\$ 25,000	Masonry Non Combustible
7	Decorative Monument	Laureate Blvd (near Maskawa Ave)	\$ 25,000	Masonry Non Combustible
8	Decorative Walls w/Column Features	Laureate Blvd (Bridge)	\$ 150,000	Masonry Non Combustible
9				
10			\$ 550,000	
11				

Exhibit B

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID -Nemours Parkway Phase 7

Brief Description: ASR# 1 - Construction Administration

Name of Consultant /Vendor: DIX-HITE

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

Is this a continuation of previously authorized work? ☒ Yes ☐ No

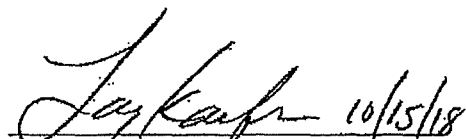
Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$2,000.00

Recommendation: ☒ Approve ☐ Deny

By:

 10/15/18

Larry Kauffmann, Chairman  
Greenway Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton





October 11, 2018

District Chair  
Greenway Improvement District  
12051 Corporate Boulevard  
Orlando, FL 32817

Re: **Greenway Improvement District – Nemours Parkway Phase 7**  
**Greenway Improvement District Laureate Park Phase 7 Landscape and Irrigation Design, Permitting**  
**and Inspection Services**  
**Additional Services Request # 1 – Construction Observation Services**

Dear District Chair,

This is a request for additional services to increase our current scope of services for Construction Observation to include the following:

**Nemours Parkway – Phase 7 (Greenway Improvement District and Boggy Creek Improvement District)**

**Task 5 – Limited Construction Administration Services**

- Review Contractor's product submittals for hardscape, landscape, and irrigation products identified in the Construction Drawings.
- Respond to the Contractor's request for information (RFI's).

We propose to perform these services for Nemours Parkway – Phase 7 for a **Lump Sum Fee of \$2,000.**

The above fees does not include reimbursable costs. This contract will be per the rates and terms of our original agreement dated October 23, 2015. If you are in agreement with this proposal, please forward a signed copy to our office. If you have any questions, please do not hesitate to call.

Sincerely,  
Dix.Hite + Partners, Inc.

A handwritten signature in black ink, appearing to be "CH", written over a horizontal line.

Chris Hite, PLA  
President

c: Jennifer Walden, District Manager  
Larry Kaufmann, Construction Supervisor  
Jeff Newton, Donald W. McIntosh Associates

DIX.HITE + PARTNERS  
Greenway Improvement District – Nemours Parkway Phase 7  
Additional Services Request # 1 – Construction Observation Services  
October 11, 2018

Approved by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID - Nemours Parkway Phase 7

Brief Description: ASR # 2 - Warranty Walks

Name of Consultant / Vendor: DIX-HITE

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

Is this a continuation of previously authorized work? ☒ Yes ☐ No

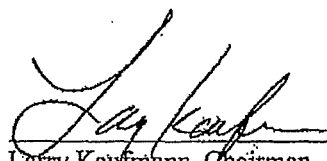
Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 1,500.00

Recommendation: ☒ Approve ☐ Deny

By:

 10/15/18

Larry Kaufmann, Chairman  
Greenway Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton



October 11, 2018

District Chair  
Greenway Improvement District  
12051 Corporate Boulevard  
Orlando, FL 32817

Re: **Greenway Improvement District – Nemours Parkway Phase 7**  
**Greenway Improvement District Laureate Park Phase 7 Landscape and Irrigation Design, Permitting**  
**and Inspection Services**  
**Additional Services Request # 2 – Warranty Walks**

Dear District Chair,

This is a request for additional services to increase our current scope of services for Construction Observation to include the following:

- Participate in two (2) warranty walks with the Owner and the landscape contractor at 6 months and 12 months after substantial completion has been established. The warranty walks will happen on a date determined by the Owner.
- We will provide a written report of items that need to be addressed under the warranty.

We propose to perform these services for a **Lump Sum Fee of \$1,500.00 plus reimbursable expenses.**

This contract will be per the rates and terms of our original agreement dated October 23, 2015. If you agree with this proposal, please forward a signed copy to our office. If you have any questions, please do not hesitate to call.

Sincerely,  
Dix.Hite + Partners, Inc.

A handwritten signature in black ink, appearing to be "CH", written over a horizontal line.

Chris Hite, PLA  
President

c: Jennifer Walden, District Manager  
Larry Kaufmann, Construction Supervisor  
Jeff Newton, Donald W. McIntosh Associates

DIX.HITE + PARTNERS  
Greenway Improvement District – Nemours Parkway Phase 7  
Additional Services Request # 2 – Warranty Walks  
October 11, 2018

Approved by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID - Nemours Parkway Phase 7

Brief Description: ASR #3 - Design Changes

Name of Consultant/Vendor: DIX-HITE

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

Is this a continuation of previously authorized work? ☒ Yes ☐ No

Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 7,300.00

Recommendation: ☒ Approve ☐ Deny

By:

 10/15/18

Larry Kaufman, Chairman  
Greeneway Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton



October 11, 2018

District Chair  
Greenway Improvement District  
12051 Corporate Boulevard  
Orlando, FL 32817

**Re: Greenway Improvement District – Nemours Parkway Phase 7  
Greenway Improvement District Laureate Park Phase 7 Landscape and Irrigation Design, Permitting  
and Inspection Services  
Additional Services Request # 3 – Design Changes**

Dear District Chair,

This is an additional services request to provide professional services for the following landscape design and irrigation design changes:

- At the request of the District staff the landscape plans were revised eliminating all shrubs, grasses, and groundcovers along the north and south sides of the roadways. All the landscape areas removed were changed to St. Augustine sod. In addition, all groundcover along the curb in the median was changed from Asian Jasmine to St. Augustine sod.
- The landscape areas were adjusted to accommodate base changes including a widened sidewalk/crosswalk on the west end of the project, both medians were resized due to the addition of a new street, and the adjustment or reduction of curbs to accommodate a new street on the Northside of the Parkway.
- Relocation of the Monument from the center median due the site lines for the roadway. The Monument will be moved from the median to the Southside of the Parkway. An annual bed will be added around all four sides of the Monument and be irrigated on a separate zone.
- Due to the landscape changes described above, the irrigation design was completely redesigned to accommodate the additional sod areas and reduction of landscape areas for the length of the Parkway, in the medians, and to accommodate the base changes.

The revised drawings will be submitted as Addendum #3 and issued to Donald W. McIntosh Associates for distribution to the general contractor. The revised sheets will be submitted to the City of Orlando electronically for permitting purposes. The following sheets have been revised:

**Cover Sheet**

1. Revision clouds have been added to revised sheets in the Table of Contents.

**Sheet LA5.10, LA5.11, and LA5.12**

1. All shrubs, grasses, and groundcovers were removed and replace with St. Augustine sod along the north and south sides of the Parkway.
2. All groundcovers adjacent to the curbs of the medians was changed to St. Augustine sod.
3. The Monument was relocated to the south side of the street and an annual bed was added to all four sides.

DIX.HITE + PARTNERS  
Greenway Improvement District – Nemours Parkway Phase 7  
Additional Services Request #3 – Design Changes  
October 11, 2018

4. All plant callout labels were updated to reflect the landscape changes described above.
5. Revision clouds were added to identify all plan changes.

Sheet LA5.90

1. The Plant Schedule was updated to reflect the revised landscape quantities due to the changes described above.
2. Revision clouds were added to identify all changes.

Sheet LA6.10, LA6.11, and Sheet LA6.12

1. The Irrigation design was redesigned to reflect changes to the landscape design as noted above.
2. Revision clouds were added to identify all plan changes.

Sheet LA6.90

1. The Valve Information chart and the Scheduling Worksheet have been updated to reflect the changes made to the irrigation design as noted above.
2. Revision clouds were added to identify all changes.

We propose to perform these services for a lump sum of \$7,300.00 plus reimbursable expenses.

This contract will be per the rates and terms of our original agreement dated October 23, 2015. If you agree with this proposal, please forward a signed copy to our office. If you have any questions, please do not hesitate to call.

Sincerely,  
Dix.Hite + Partners, Inc.



Chris Hite, PLA  
President

c: Jennifer Walden, District Manager  
Larry Kaufmann, Construction Supervisor  
Jeff Newton, Donald W. McIntosh Associates

Approved by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_



GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID -Nemours Parkway Phase 5 & 6

Brief Description: ASR# 6 - Addendum #3 - Design Changes

Name of Consultant / Vendor: DIX-HITE

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

Is this a continuation of previously authorized work? ☒ Yes ☐ No

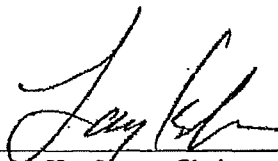
Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 7,200.00

Recommendation: ☒ Approve ☐ Deny

By:

 10/15/18

Larry Kaufmann, Chairman  
Greenway Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton



October 11, 2018

District Chair  
Greenway Improvement District  
12051 Corporate Boulevard  
Orlando, FL 32817

Re: **Greenway Improvement District – Nemours Parkway Phases 5 & 6**  
**Greenway Improvement District – Laureate Park PH 7 Landscape & Irrigation Design, Permitting & Inspection Services**  
**Additional Services Request #6 – Nemours Parkway Phase 6 Addendum #3**

Dear District Chair,

This is an additional services request to provide professional services for the following landscape design and irrigation design changes:

- Enhanced landscape buffer along the northern side of the two (2), 3B residential lots that are adjacent to the roadway for additional screening;
- Revised the limits of landscaping along the north and west sides of the road adjacent to the Conservation Easement; and
- Revised the limits of landscaping along the south and east sides of the road adjacent to Lake Nona High School.

The revised drawings will be submitted as Addendum #3 and have been issued to Donald W. McIntosh Associates for distribution to the general contractor. The revised sheets will be submitted to the City of Orlando electronically for permitting purposes. The following sheets have been revised:

**Cover Sheet**

1. Revision clouds have been added to revised sheets in the Table of Contents.

**Sheet LA5.10**

1. Enhanced landscape buffer along the northern sides of the two (2) 3B lots, adjacent to the roadway.
2. Revised the limits of the landscaping along the east side of the road adjacent to Lake Nona High School.

**Sheet LA5.11**

1. Revised the limits of the landscaping along the west side of the road adjacent to the Conservation Easement.
2. Revised the limits of the landscaping along the east side of the road adjacent to Lake Nona High School.

**Sheet LA5.12**

1. Revised the limits of the landscaping along the south side of the road adjacent to Lake Nona High School.

**Sheet LA5.90**

1. The Plant Schedules have been updated to reflect the revised landscape quantities due to the changes described above.

DIX.HITE + PARTNERS  
Greenway Improvement District – Nemours Parkway Phases 5 & 6  
Additional Services Request #6 – Nemours Parkway Phase 6 Addendum #3  
October 11, 2018

Sheet LA5.91

1. Two landscape planting details have been updated to reflect current landscape installation practices for Lake Nona.

Sheet LA6.10

1. The irrigation design was revised to reflect changes to the landscape design as noted above.

Sheet LA6.11

1. The irrigation design was revised to reflect changes to the landscape design as noted above.

Sheet LA6.12

1. The irrigation design was revised to reflect changes to the landscape design as noted above.

Sheet LA6.90

1. The Valve Information chart and the Scheduling Worksheet have been updated to reflect the changes made to the irrigation design as noted above.

We propose to perform these services for a Lump Sum Fee of \$7,200.00 plus reimbursables.

The above fees does not include reimbursable costs. This contract will be per the rates and terms of our original agreement dated May 19, 2016. If you are in agreement with this proposal, please forward a signed copy to our office. If you have any questions, please do not hesitate to call.

Sincerely,  
Dix.Hite + Partners, Inc.



Chris Hite, PLA  
President

c: Jennifer Walden, District Manager  
Larry Kaufmann, Construction Supervisor  
Jeff Newton, Donald W. McIntosh Associates

Approved by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_





**DIX.HITE**  
+ PARTNERS

October 11, 2018

District Chair  
Greenway Improvement District  
12051 Corporate Boulevard  
Orlando, FL 32817

**Re: Greenway Improvement District – Nemours Parkway Phases 5 & 6  
Greenway Improvement District – Laureate Park PH 7 Landscape & Irrigation Design, Permitting & Inspection Services  
Additional Services Request # 7 – Nemours Parkway Phase 6 Construction Observation Services**

Dear District Chair,

This is a request for additional services to increase our current scope of services for Construction Observation to include the following:

- Participate in three (3) site visits during construction;
- Participate in one (1) additional punch walk to establish Substantial Completion; and
- Prepare site visit report for each site visit listed above.

We propose to perform these services for Nemours Parkway – Phase 6 for a Lump Sum Fee of \$2,800.00.

The above fees does not include reimbursable costs. This contract will be per the rates and terms of our original agreement dated May 19, 2016. If you are in agreement with this proposal, please forward a signed copy to our office. If you have any questions, please do not hesitate to call.

Sincerely,  
Dix.Hite + Partners, Inc.

Chris Hite, PLA  
President

c: Jennifer Walden, District Manager  
Larry Kaufmann, Construction Supervisor  
Jeff Newton, Donald W. McIntosh Associates

DIX.HITE + PARTNERS  
Greenway Improvement District – Nemours Parkway Phases 5 & 6  
Additional Services Request # 7 – Phase 6 Construction Observation  
October 11, 2018

Approved by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID - Nemours Parkway Phase 5 & 6

Brief Description: ASR# 8 - Warranty Walks

Name of Consultant/Vendor: DIX-HITE

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

Is this a continuation of previously authorized work? ☒ Yes ☐ No


Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 3,000.00

Recommendation: ☒ Approve ☐ Deny

By:

 10/15/18

Larry Kaufmann, Chairman  
Greeneway Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton



**DIX.HITE**  
+ PARTNERS

October 11, 2018

District Chair  
Greenway Improvement District  
12051 Corporate Boulevard  
Orlando, FL 32817

**Re: Greenway Improvement District – Nemours Parkway Phases 5 & 6  
Greenway Improvement District – Laureate Park PH 7 Landscape & Irrigation Design, Permitting & Inspection Services  
Additional Services Request #8 – Nemours Parkway Phase 5 & 6 Warranty Walks**

Dear District Chair,

This is a request for additional services to increase our current scope of services for our Construction Observation to include the following:

- Participate in two (2) warranty walks with the Owner and the landscape contractor at 6 months and 12 months after substantial completion has been established for Phase 5 (2 Walks) and Phase 6 (2 Walks). The warranty walks will happen on a date determined by the Owner.
- We will provide a written report of items that need to be addressed under the warranty.

We propose to perform these services for a Lump Sum Fee of \$3,000.00 plus reimbursables.

The above fees do not include reimbursable costs. This contract will be per the rates and terms of our original agreement dated May 19, 2016. If you are in agreement with this proposal, please forward a signed copy to our office. If you have any questions, please do not hesitate to call.

Sincerely,  
Dix.Hite + Partners, Inc.

Chris Hite, PLA  
President

c: Jennifer Walden, District Manager  
Larry Kaufmann, Construction Supervisor  
Jeff Newton, Donald W. McIntosh Associates



DIX.HITE + PARTNERS

Greenway Improvement District – Nemours Parkway Phases 5 & 6

Additional Services Request #8 – Nemours Parkway Phase 5 & 6 Warranty Walks

October 11, 2018

Approved by:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Exhibit C

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Centerline Drive / Kellogg Ave. - GID

Brief Description: Study to determine if preexisting stockpile will impact suitability of fill operation.

Name of Consultant / Vendor: Professional Services Industries, Inc.

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

Is this a continuation of previously authorized work? ☒ Yes ☐ No

Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 2,565.00

Recommendation: ☒ Approve ☐ Deny

By: Larry Kaufmann 10/16/18  
Larry Kaufmann, Chairman  
Greenway Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton



Proposal Number: 0757-258684  
October 12, 2018

Professional Service Industries, Inc.  
1748 33<sup>rd</sup> Street, Orlando, FL 32839  
Phone: (407) 304-5560  
Fax: (407) 304-5561

**Mr. Richard Levey, Chairman**  
Board of Supervisors  
Greenway Improvement District  
12051 Cooperate Boulevard,  
Orlando, 32817

RE: Proposal  
Geotechnical Engineering Services  
Soil Stockpile: Laureate Park  
Lake Nona  
Orlando, Orange County, Florida  
PSI Proposal No.: 0757-258684

Dear Mr. Levey:

Pursuant to the request of Mr. Robin Persad of DWMA, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal for performance of a geotechnical exploration within the Laureate Park development area. This proposal presents our proposed scope of services, as well as contains information on scheduling and our fees for the proposed work. Our proposal is based on access being provided through gates to our personnel and equipment as needed.

**Project Information**

The site under consideration is an existing stockpile dispersal area located within the Laureate Park Development in Lake Nona, Orlando, Florida. The stockpile is located approximately 850 feet southwest of the southern terminus of Eliot Avenue. The stockpile was also located directly north of existing Wetland W-91 and approximately 200 feet south of Wetland W-58 (located west of Eliot Avenue). Based on Aerial imagery from Google Earth Pro, the stockpile area was approximately 400 feet long (east to west) and 100 to 150 wide (north to south).

PSI performed a field exploration at the site during June 2018. At the time of our field investigation, the stockpile soils had been used to construct a settling basin impoundment berm for a temporary dewatering system. Our field investigation included a series of shallow (6 to 12 inches) auger borings on the outer slopes of the berm.

It is our understanding that soils from the previous stockpile and impoundment berm have been redistributed around the area of the former settling basin/berm. The site is located east of SMA-11A, west of Eliot Avenue and south of the OCPS school site. We understand Donald W. McIntosh Associates, Inc. (DWMA – the project Civil Engineering firm) would like to further evaluate the suitability of the former stockpile soils. We understand the fill soils were placed in a relatively uniform 3-inc thick layer at the ground surface.

The above listed information/assumptions have been used for the purpose of preparing this proposal. Adjustments to the scope of services may be necessary if the planned development differs from the noted information/assumptions.





### **Scope of Geotechnical Services**

The purpose of PSI's subsurface exploration is to obtain information on the surficial soil conditions in the areas containing the former stockpile soils to assess their suitability for use as mass grading fill.

The following services will be provided in order to achieve the preceding objective:

1. Execute a program of subsurface sampling and field testing. PSI proposes to perform a field exploration program consisting of a series of manual auger borings throughout the areas where the stockpile soils are understood to have been re-dispersed. We will perform 15 to 20 shallow auger borings to a depth of approximately 1 to 2 feet to penetrate the stockpile soils at a generally even spacing across the identified area. In the auger borings, samples will be recovered from the flights of the auger.
2. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. Conduct a laboratory testing program to confirm soil classification and engineering properties. Identify soil conditions at each boring location and form an opinion of the soil constituency.
3. The results of the field exploration and laboratory tests will be presented in a geotechnical engineering report prepared by a Professional Engineer licensed in the State of Florida. The report will provide our opinion regarding the suitability of the stockpile soils for use as fill.

### **Schedule**

We are in position to start work on the assignment immediately upon receipt of authorization to proceed. The first tasks will be to coordinate obtaining utility clearance for the borings per Florida code. We anticipate a further 1 day for completion of the drilling work. Engineering and laboratory testing will be performed during and following the drilling work, requiring an additional 5 to 7 work days to complete. From notice to proceed/access to the site, through submittal of a report will require on the order of 2 to 3 weeks.

### **Service Fee**

It is proposed the fee for performance of the above-outlined services be determined on a unit price basis, in accordance with our attached Schedule of Services and Fees, and the work be performed pursuant to our existing contractual agreement. A copy of our Schedule of Services and Fees along with our General Conditions is enclosed. Based on the noted scope of work and the attached Schedule of Services and Fees, it is estimated PSI's fee for geotechnical services for the project will be **\$2,565.00**.



**Closure**

We appreciate the opportunity to continue offering our services to Greenway Improvement District and look forward to working with you. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regards to this proposal, please do not hesitate to contact this office.

Sincerely,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Malcolm A. Thompson, E.I.  
Staff Engineer

Robert A. Trompke, P.E.  
Principal Consultant/Department Manager

0757-258684 (Laurette Park - Stockpile Soils).docx

cc: Mr. Robin Persad - Donald W. McIntosh Associates, Inc.  
Mr. James C. Nugent, P.E. - Donald W. McIntosh Associates, Inc.

Attachment: Schedule of Services and Fees

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

BY (Please Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



**SCHEDULE OF SERVICES AND FEES**  
**Geotechnical Engineering Services**  
**Laureate Park – Stockpile Soils**  
**Lake Nona**  
**Orlando, Orange County, Florida**

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Total Cost</u>
<b><u>I. FIELD INVESTIGATION</u></b>				
A. Truck Mobilization	1	Trip	\$ 100.00	\$ 100.00
B. Utility Coordination (Staff Engineer)	1	Hours	85.00	85.00
C. 1-man field crew (1 day)	8	Hours	68.00	544.00
<b>Subtotal Field Investigation</b>				<b>\$ 729.00</b>
<b><u>II. LABORATORY TESTING</u></b>				
A. Senior Engineering Technician (Allowance for Visual Classification)	2	Hours	\$ 68.00	\$ 136.00
B. Organic Content	5	Ea.	40.00	200.00
C. -200 Sieve	5	Ea.	40.00	200.00
<b>Subtotal Laboratory Testing</b>				<b>\$ 536.00</b>
<b><u>III. ENGINEERING SERVICES</u></b>				
A. Principal Engineer	2	Hours	\$ 185.00	\$ 370.00
B. Project Engineer	6	Hours	110.00	660.00
C. CAD Drafting	2	Hours	77.00	154.00
D. Clerical	2	Hours	58.00	116.00
<b>Subtotal Engineering Services</b>				<b>\$ 1,300.00</b>
<b>TOTAL ALL SERVICES</b>				<b>\$ 2,565.00</b>





**DONALD W. MCINTOSH  
ASSOCIATES, INC.**

## MEMORANDUM

## Exhibit D

DATE: October 16, 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

LAND PLANNERS

SURVEYORS

### Nemours Parkway Phase 5 – Jr. Davis Construction, Inc. / BrightView

**Construction Status:** The Notification of Project Completion was submitted to the City on June 21, 2018, with the maintenance bond submitted under separate cover on July 2, 2018. The South Florida Water Management District (SFWMD) construction certification was submitted on June 22, 2018, and the SFWMD certification acceptance was received on July 3, 2018. Although the project has effectively been closed out, there are outstanding issues related to:

- Modifications of OUC pullbox locations resulting from changes in street light standards, including associated repairs to landscaping and irrigation.
- Relocation of irrigation controller and associated electrical service.

**Change Order (C.O.) Status:** Change Order No. 5 in the amount of \$22,888.82 for OUC pull box modifications and associated landscape and irrigation repairs.

**Recommended Motion:** Approve Change Order No. 5 in the amount of \$22,888.82.

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

**Construction Status:** A final walk through inspection was performed with the City inspector on September 14, 2018. The punch list items were completed to the satisfaction of the City's Inspector and the project is deemed complete. Closeout document submittal to the City is in progress.

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

**Recommended Motion:** None at this time.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

F:\Proj2003\23216\ENG\Gadon\in\C\ex\242.docx

<http://www.dwna.com>



*Memorandum*

*Re: Greenway Improvement District  
Construction Contract Status*

*October 16, 2018*

*Page 2*

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

**Construction Status:** Contract documents have been finalized, fees paid and the City permit has been issued (ENG-2018 16106). The Notice To Proceed was issued on September 28, 2018. Shop drawings for the sanitary and storm structures was approved by DWMA and the City and returned to the Contractor. Soil and Erosion control measures have been installed and approved by the City. Clearing and grubbing of the site is substantially completed. The District may want to consider modifying the plans to accommodate development of a proposed townhome neighborhood on the south side of the eastern end of the project (currently being negotiated with Ashton Woods Homes).

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

**Recommended Motion:** None at this time.

**Lake Nona Kellogg Avenue Extension – DeWitt Excavation**

**Construction Status:** The temporary holding area for dewatering operations has been removed and PSI is scheduled to inspect the site and perform any additional testing deemed necessary. All subsurface work, curbs and base course installation are substantially completed except for the potable water connection to the City Park. The first lift of asphalt has been installed throughout the project and the trails have also been paved. The City's SEM crew is scheduled to commence the sanitary sewer video inspection during the week of October 15, 2018. The final lift of asphalt will be installed following acceptance of the sanitary sewer system by the City and completion of the landscape and irrigation.

**Change Order (C.O.) Status:** Change Order No. 5 in the deduct amount of (\$500.00) for change of oak trees to acer rubrum trees.

**Recommended Motion:** Approve Change Order No. 5 in the deduct amount of (\$500.00) and authorize District Engineer to execute same once reviewed and finalized.

Should there be any questions, please advise.

Thank you.

End of memorandum.

c: Larry Kaufmann  
Troy Davidson  
Scott Thacker  
Lance Jackson  
Robin Persad



**LAKE NONA SOUTH  
Greenway Improvement District  
Nemours Parkway Phase 5  
Change Order Log  
Jr. Davis**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 7/12/17	To Board	Approval Date	Notes
						<b>\$3,023,146.05</b>			
<u>1</u>	8/3/2017	Direct Owner Purchase - Materials Deductions	0		VOIDED	\$ 3,023,146.05	8/15/2017/REVISED AMOUNT TO 9/19/17	9/19/2017	Change order for (512,480.60) has been Volded
<u>2</u>	9/26/2017	Storm Revisions: DM-9 to Ex. DM-45 modified per revised plans dated 6/16/17; Street Lighting Conduit added per revised plans dated 6/16/17; Landscape Revisions issued 9/14/17 included; Signage & Striping Revisions Issued 9-25-17 included.	0	\$ 19,374.95	Approved	\$ 3,042,521.00	10/17/2017	10/17/2017	
<u>3</u>	11/10/2017	Contract Calendar days extension New Substantial Completion Date January 27, 2018.	9	\$ -	Approved	\$ 3,042,521.00	11/21/2017	11/21/2017	
<u>4</u>	1/23/2018	Direct Owner Purchase - Materials deductions for materials purchased by CDD		\$ (228,869.74)	Approved	\$ 2,813,651.26	1/16/2018	1/16/2018	
5	10/8/2018	OUC Conduit Restoration- Landscape & Irrigation Repairs and Street Lighting Revisions		\$ 22,888.82	Approved	\$ 2,836,540.08	10/16/2018		

**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
						<del>\$2,070,587.60</del>			
<u>1</u>	7/10/2018	6" Directional Bore	0	\$ 10,874.68	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	

**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

**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
						<b>\$1,797,324.98</b>			
<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		

**Greenway Improvement District**  
**CONTRACT CHANGE ORDER**

Change Order No. 005

Project: Nemours Parkway Phase 8

Date 10/8/2018

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction, Inc.

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT +/-
1	OUC Conduit Restoration - Landscape & Irrigation Repairs	ADD	\$ 9,424.81
2	Street Lighting Revisions	ADD	\$ 13,464.01

Net Change Order Amount \$ 22,888.82

Contract Amount Prior to Change Order \$ 2,813,651.26

Revised Contract Amount \$ 2,836,540.08

**COMMENTS:**

See detailed backup provided.

Acceptable To:

  
Jr. Davis Construction Inc.

Date:

10/11/18 *BL 10/11/18*

Approved By:

Greenway Improvement District CDD

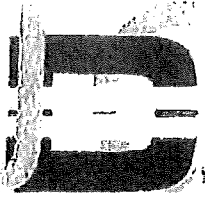
Date:

c: Chris Wilson  
Kirby L. White, PE  
James C. Nugent PE  
Robin Perrod



SIGNATURE OF ACCEPTANCE: \_\_\_\_\_

# 1904 - STREET LIGHTING REVISION



Jr. Davis Construction Company, Inc.

## JR. DAVIS CONSTRUCTION

210 S. HOAGLAND BLVD.

KISSIMMEE, FL 34741

Contact: JIMI DUGAN

Phone: 321-624-8603

Email: JIMI.DUGAN@JR-DAVIS.COM

Quote To: SCOTT THACKER  
LARRY KAUFMAN  
TAVISTOCK DEVELOPMENT

Proposal Date: 8.6.18  
Date of Plans: 8.29.16  
Revision Date: 6.4.18

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	STREET LIGHTING REVISIONS	1.00	LS	13,464.01	13,464.01
GRAND TOTAL					\$13,464.01

### NOTES:

THIS PROPOSAL COVERS THE FOLLOWING WORK ASSOCIATED WITH THE STREET LIGHTING REVISIONS SHOWN IN REVISED PLAN SHEETS DATED 6.4.18.

- RELOCATE (12) BOXES
- ADD (3) BOXES
- DELETE (1) BOX

### QUALIFICATIONS:

\*JDC NOT TO BE HELD RESPONSIBLE FOR IRRIGATION AND LANDSCAPING\*

JDC Reference:1904RFC006

CC:



**Lisa Toney**

---

**From:** Larry Kaufmann <lkaufmann@tavistock.com>  
**Sent:** Saturday, October 06, 2018 9:47 AM  
**To:** Jeffrey J. Newton, PE  
**Subject:** FW: Nemours Pkwy Phase 5 - Landscape Restoration - Proposal  
**Attachments:** 1904RFCO08 - OUC CONDUIT RESTORATION - JKD 10.4.18.pdf

**Categories:** GID

Please process this as a Change Order for the next Board meeting.

KDS

Kaufmann Development Services, LLC  
Larry Kaufmann, PE  
(407) 448-6592  
LKaufmann@tavistock.com

---

**From:** Jimi Dugan <Jimi.Dugan@jr-davis.com>  
**Sent:** Friday, October 5, 2018 10:09 AM  
**To:** 'Robin Persad' <rpersad@dwma.com>  
**Cc:** Josh Huynh <Josh.Huynh@jr-davis.com>; Dominique Hicks <dhicks@dwma.com>; Jeffrey J. Newton, PE <jjnewton@dwma.com>; Larry Kaufmann <lkaufmann@tavistock.com>; Scott Thacker <scott.thacker@tavistock.com>  
**Subject:** RE: Nemours Pkwy Phase 5 - Landscape Restoration - Proposal

**EXTERNAL E-MAIL**

---

Robin,

Restoration pricing attached; this was sent to Larry and Scott as well.

Thanks,  
*Jimi Dugan*  
Project Engineer



**Jr. Davis Construction Company, Inc.**  
210 S. Hoagland Blvd.  
Kissimmee, FL 34741  
Phone: (407) 870-0066  
Cell: (321) 624-8603

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**From:** Robin Persad [mailto:rpersad@dwma.com]  
**Sent:** Friday, October 5, 2018 9:32 AM

**To:** Jimi Dugan <Jimi.Dugan@jr-davis.com>

**Cc:** Josh Huynh <Josh.Huynh@jr-davis.com>; Dominique Hicks <dhicks@dwma.com>; Jeffrey J. Newton, PE <jjnewton@dwma.com>

**Subject:** Re: Nemours Pkwy Phase 5 - Landscape Restoration - Proposal

Good Morning Jimi,

We haven't heard back from you on the landscape proposal. Note however that Brightview indicated to the client that they have provided their cost information to JDC.

Please check on this and get us your proposal ASAP.

Regards,

**Robin Persad**

**DONALD W. MCINTOSH ASSOCIATES, INC.**

2200 Park Avenue North ~ Winter Park, Florida 32789-2355 ~ Phone: 407-644-4068 ~ Fax: 407-644-8318 ~ Email: [rpersad@dwma.com](mailto:rpersad@dwma.com)

\*DISCLAIMER OF LIABILITY- The data contained within this e-mail is the sole property of Donald W. McIntosh Associates, Inc. ("DWMA") and is transmitted to you at your request for your convenience. The user of this data assumes all liability resulting from such use and hereby releases DWMA from liability of any nature, expressed or implied, relating to the data contained thereon. All information contained on said data is subject to change at the discretion of DWMA. DWMA is not responsible to the recipient for compatibility with the recipient's hardware and/or software. It is imperative that user check this data for virus

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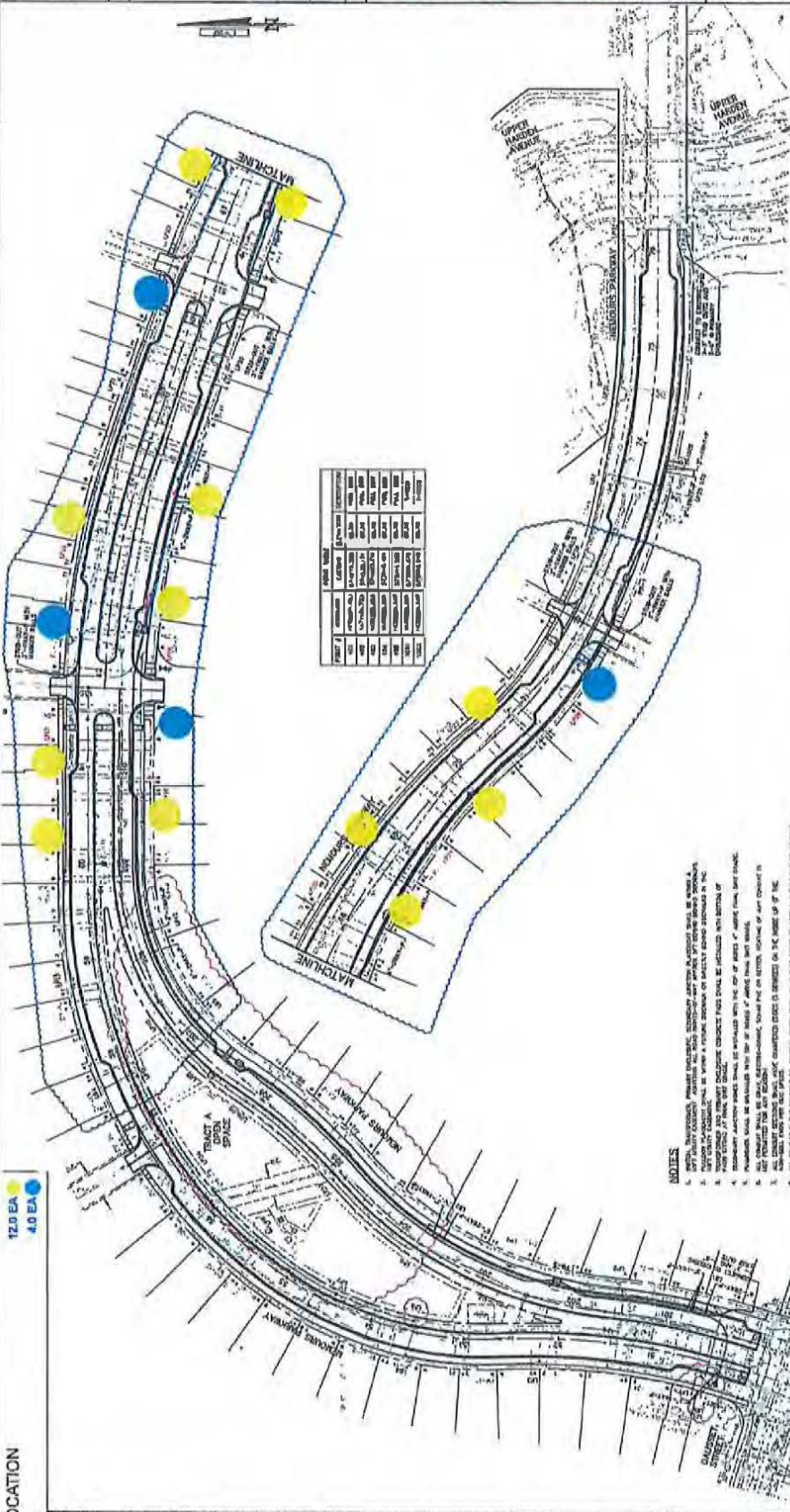
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12.0 EA   
4.0 EA 

[illegible]

## NOTES

- [illegible]

#### LEGEND

- |    |  |
|----|--|
| 17 | EXISTING SWITCH GEAR PAD   |
| 18 | EXISTING OUC DUCTBANK WITH SIZE                                    |
| 19 | EXISTING PRIMARY ENCLOSURE PAD                                     |
| 20 | EXISTING FUEL BOX  |
| 21 | FULL BOX WITH COORDINATE POINT<br>ON BODY, SEE DATA<br>SHEET C004. |
| 22 | INTERNAL DUCT BANK LEGEND  |
| 23 | 5'-2WAY PRIMARY CONDUIT  |
| 24 | 3'-18AY PRIMARY CONDUIT  |

**SERVICE SIZE LEGEND**

- |          |                                  |
|----------|----------------------------------|
| T-1000 ✓ | 3"-1 WAY SERVICE (NOTED ON PLAN) |
| T-1003 ✓ | 2"-1 WAY SERVICE (TYPICAL)       |
| 5.6 ✓    | 3"-1 WAY SERVICE (NOTED ON PLAN) |
| 9.8 ✓    | 2"-1 WAY SERVICE (TYPICAL)       |

#### LIGHTING LEGEND

- 1. LIGHT POLE & JUNCTION BOX**  
COORDINATE WITH THE CONTRACTOR  
(CONVEYED ON POLE). SEE DATA SHEET C083.
- 2. LIGHT**  
SECONDARY STREET LIGHT ANCHOR LUG  
WITH COORDINATE POINT (CENTERED ON  
BOX). SEE DATA SHEET C083.
- 3. CONCRETE**  
LIGHTING CONCRETE CONTRACTOR SHALL  
COORDINATE WITH LEE HALE O&C  
CONSTRUCTION COORDINATOR 321-435-8334  
FOR CONSULT SPECIFICATIONS AND  
INSPECTIONS.

**GENERAL NOTES:**

1. SEE NOTE SPECIFICATIONS & LEADING SHEET FOR ADDITIONAL INFORMATION INCLUDING MATERIAL DATA.
2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.

LAKE NONA SOUTH LAUREATE PARK  
MEMOURS PARKWAY PHASE 5  
CITY OF ORLANDO, FLORIDA  
OUR CONDUIT PLANS

DRAWING  
1601E-00/COOL  
3012ET  
C801  
41 00 45

[illegible]

**Greeneway Improvement District**  
**CONTRACT CHANGE ORDER**

Change Order No. 5

Project: Lake Nona Kellogg Avenue Extension

Date 10/16/2018

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: DeWitt Excavation, LLC

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT / (-) +
1	Change of Oak Trees to Acer Rubrum	DEDUCT	\$ (500.00)

Net Change Order Amount \$ (500.00)

Contract Amount Prior to Change Order \$ 2,090,804.88

Revised Contract Amount \$ 2,090,304.88

**COMMENTS:**

See detailed backup attached.

Acceptable To: DeWitt Excavation, LLC Date: \_\_\_\_\_

Approved By: Greeneway Improvement District Date: \_\_\_\_\_

c: Jeffrey J. Newton, PE  
Robin Persad



Proposal For: Kellogg Ave  
Plans Dated:  
Date Prepared: 10/15/2018  
COR # 7

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14463 W. Colonial Drive • Winter Garden, FL 34787 • (o) 407-656-1799 • (f) 407-656-0552

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**Change of oak trees to acer rubrum**

Credit of Oak Trees	-10 EA	\$342.22	-\$3,422.20
Addition of Acer Rubrum	10 EA	\$292.22	\$2,922.20

**TOTAL** **-\$500.00**

**Lisa Toney**

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**From:** Jeffrey J. Newton, PE  
**Subject:** FW: Kellogg Ave Additional Change Order Oak Tree Change

**From:** Scott Thacker <[scott.thacker@tavistock.com](mailto:scott.thacker@tavistock.com)>  
**Sent:** Monday, October 15, 2018 3:32 PM  
**To:** Gerald Moseley <[gerald.moseley@tavistock.com](mailto:gerald.moseley@tavistock.com)>; Robin Persad <[rpersad@dwma.com](mailto:rpersad@dwma.com)>; Dominique Hicks <[dhicks@dwma.com](mailto:dhicks@dwma.com)>  
**Cc:** Richard Maddalena <[richard.maddalena@tavistock.com](mailto:richard.maddalena@tavistock.com)>; James Sprague <[jsprague@tavistock.com](mailto:jsprague@tavistock.com)>  
**Subject:** Re: Kellogg Ave Additional Change Order Oak Tree Change

With this revised price, I recommend approving.

SCOTT THACKER  
Director Tavistock Quality Management

Tavistock Development Company  
6900 Tavistock Lakes Boulevard  
Suite 200  
Orlando, FL 32827

P: (407) 816-6684  
C: (407) 457-1087

[www.tavistockdevelopment.com](http://www.tavistockdevelopment.com)

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**From:** Peter Nunes <[peter@dewittexc.com](mailto:peter@dewittexc.com)>  
**Sent:** Monday, October 15, 2018 3:14 PM  
**To:** Gerald Moseley; Robin Persad; Dominique Hicks; Scott Thacker  
**Cc:** Richard Maddalena; James Sprague; Tim DeWitt  
**Subject:** RE: Kellogg Ave Additional Change Order Oak Tree Change

**EXTERNAL E-MAIL**

All,  
Please see the revised Change Order. There was a mistake with the cost of the Acer Rubrum. The total Change Order will be a \$500 credit if approved. Please let me know if there are any questions.  
Thanks,  
Peter

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**From:** Peter Nunes  
**Sent:** Friday, October 12, 2018 5:01 PM  
**To:** 'Gerald Moseley'; Robin Persad; 'Dominique Hicks'; 'Scott Thacker'  
**Cc:** 'richard.maddalena@tavistock.com'; James Sprague; Tim DeWitt  
**Subject:** Kellogg Ave Additional Change Order Oak Tree Change

All,  
Please see the attached Change Order to change the oak trees to Acer Rubrum. This will be a \$657.29 change once approve. Please confirm if this is approved or if you have additional questions.

Thanks,  
Peter

Peter Nunes  
Project Manger  
DeWitt Excavation LLC.  
14463 West Colonial Drive  
Winter Garden, FL 34787  
(M) 407-398-5147  
[Peter@dewittexc.com](mailto:Peter@dewittexc.com)





# **GREENEWAY IMPROVEMENT DISTRICT**

**Resolution 2019-01,  
Declaring Board Vacancies**

## **RESOLUTION 2019-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENWAY IMPROVEMENT DISTRICT DECLARING A VACANCY IN SEATS 2 AND 3 ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Greenway Improvement District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, on November 6, 2018, two (2) members of the Board of Supervisors (the “Board”) are to be elected by the Qualified Electors of the District, as that term is defined in section 190.003, *Florida Statutes*; and

**WHEREAS**, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

**WHEREAS**, at the close of the qualifying period, no Qualified Electors qualified to run for the two (2) seats available for election by the Qualified Electors of the District; and

**WHEREAS**, pursuant to section 190.006(3)(b), *Florida Statutes*, if no elector qualifies for a seat to be filled in an election, the Board shall declare the seat(s) vacant, effective the second Tuesday following the general election; and

**WHEREAS**, pursuant to section 190.006(3)(b), *Florida Statutes*, Qualified Electors are to be appointed to such vacant seats within ninety (90) days thereafter; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seats available for election as vacant.

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

**SECTION 1.** The following seats on the District Board are hereby declared vacant effective as of November 20, 2018:

Seat # 2 (currently held by Robert Adams)  
Seat # 3 (currently held by Damon Ventura)

**SECTION 2.** Until such time as the District Board nominates Qualified Electors to fill the vacancies declared in Section 1 above, the incumbent Board members of the respective seats, if any, shall remain in office.

**SECTION 3.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED this 19<sup>th</sup> day of November, 2018.**

ATTEST:

**GREENEWAY IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Richard Levey, Chairman



# **GREENEWAY IMPROVEMENT DISTRICT**

**Resolution 2019-02,  
Amending the FY 2018 Budget**

## RESOLUTION 2019-02

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENWAY IMPROVEMENT DISTRICT ADOPTING AN AMENDED BUDGET FOR FISCAL YEAR 2017/2018, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on August 15, 2017, the Board of Supervisors (“**Board**”) of the Greenway Improvement District (“**District**”), adopted Resolution 2017-07 providing for the adoption of the District’s Fiscal Year 2017/2018 annual budget (“**Budget**”); and

**WHEREAS**, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

**WHEREAS**, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2017-07 authorize the Board to amend the Budget within 60 days following the end of the Fiscal Year 2018/2019; and

**WHEREAS**, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations.

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

#### 1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager’s proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “**Adopted Annual Budget**”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2017/2018.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for the Greenway Improvement District for the Fiscal Year Ending September 30, 2018, as amended and adopted by the Board of Supervisors effective \_\_\_\_\_, 2018.”

**2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of the District, the fiscal year beginning October 1, 2017, and ending September 30, 2018, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND \$ \_\_\_\_\_

DEBT SERVICE FUND(S) \$ \_\_\_\_\_

**TOTAL ALL FUNDS** \$ \_\_\_\_\_

**3. CONFLICTS.** This Resolution is intended to amend, in part, Resolution 2017-07, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2017-07 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

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

**5. EFFECTIVE DATE.** This Resolution shall take effect as of \_\_\_\_\_, 2018.

Introduced, considered favorably, and adopted this \_\_\_\_ day of \_\_\_\_\_, 2018.

**ATTEST:**

**GREENEWAY IMPROVEMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Amended Fiscal Year 2017/2018 Budget

**Exhibit A**  
Amended Fiscal Year 2017/2018 Budget

*[See attached]*



**Greenway Improvement District**  
 Adopted FY 2018 O&M Budget (proposed revised)

	FY 2018 Actual	FY 2018 Adopted Budget	FY 2018 Variance	FY 2018 Revised Proposed Budget
<b><u>Revenues</u></b>				
On-Roll Assessments	\$ 392,062.58	\$ 744,396.45	\$ (352,333.87)	\$ 392,062.58
Off-Roll Assessments	356,676.97	-	356,676.97	356,676.97
Reserves	28,559.48	-	28,559.48	28,559.48
<b>Net Revenues</b>	<b>\$ 777,299.03</b>	<b>\$ 744,396.45</b>	<b>\$ 32,902.58</b>	<b>\$ 777,299.03</b>
<b><u>General &amp; Administrative Expenses</u></b>				
<b>Legislative</b>				
Supervisor Fees	\$ 4,600.00	\$ 4,800.00	\$ (200.00)	\$ 4,600.00
<b>Financial &amp; Administrative</b>				
Public Officials' Liability Insurance	2,244.00	2,500.00	(256.00)	2,244.00
Trustee Services	3,771.25	2,500.00	1,271.25	3,772.00
Management	39,999.96	40,000.00	(0.04)	40,000.00
Engineering	6,378.00	7,500.00	(1,122.00)	12,078.00
Engineering (Public Facilities Report)	5,700.00	-	5,700.00	-
Dissemination Agent	5,000.00	5,000.00	-	5,000.00
Property Appraiser	-	1,500.00	(1,500.00)	-
District Counsel	26,850.11	22,000.00	4,850.11	26,850.00
Assessment Administration	7,500.00	7,500.00	-	7,500.00
Audit	4,395.00	5,500.00	(1,105.00)	4,395.00
Travel and Per Diem	204.34	150.00	54.34	200.00
Telephone	201.03	500.00	(298.97)	201.00
Postage & Shipping	782.99	500.00	282.99	783.00
Copies	1,534.12	2,000.00	(465.88)	1,535.00
Legal Advertising	9,919.40	3,800.00	6,119.40	9,920.00
Bank Fees	-	50.00	(50.00)	-
Miscellaneous	108.42	2,500.00	(2,391.58)	108.00
Property Taxes	2,029.52	1,500.00	529.52	2,030.00
Web Site Maintenance	1,294.99	1,250.00	44.99	1,295.00
Dues, Licenses, and Fees	175.00	175.00	-	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 122,688.13</b>	<b>\$ 111,225.00</b>	<b>\$ 11,463.13</b>	<b>\$ 122,686.00</b>

**Greenway Improvement District**  
 Adopted FY 2018 O&M Budget (proposed revised)

	FY 2018 Actual	FY 2018 Adopted Budget	FY 2018 Variance	FY 2018 Revised Proposed Budget
<b><u>Field Operations</u></b>				
<b>Electric Utility Services</b>				
Electric	\$ 6,391.03	\$ 5,000.00	\$ 1,391.03	\$ 6,391.00
Entry Lighting	-	2,500.00	(2,500.00)	-
<b>Water-Sewer Combination Services</b>				
Water Reclaimed	20,650.64	15,000.00	5,650.64	20,650.00
<b>Stormwater Control</b>				
Mitigation Area	-	1,000.00	(1,000.00)	-
Aquatic Contract	-	1,500.00	(1,500.00)	-
Lake/Pond Repair Reserve	-	2,500.00	(2,500.00)	-
<b>Other Physical Environment</b>				
Equipment Rental	-	1,125.00	(1,125.00)	-
General Insurance	2,525.00	3,000.00	(475.00)	2,525.00
Property & Casualty	-	0.01	(0.01)	-
Other Insurance	-	750.00	(750.00)	-
Irrigation	43,705.11	15,000.00	28,705.11	43,705.00
Landscaping Maintenance & Material	267,320.04	300,000.00	(32,679.96)	267,321.00
Tree Trimming	-	8,500.00	(8,500.00)	-
Flower & Plant Replacement	90,906.82	10,000.00	80,906.82	90,907.00
Contingency	8,316.65	33,270.49	(24,953.84)	8,316.00
<b>Interchange Maintenance Expenses</b>				
IME - Aquatics Maintenance	2,404.80	3,816.00	(1,411.20)	2,405.00
IME - Irrigation	2,183.40	36,000.00	(33,816.60)	2,184.00
IME - Landscaping	89,354.81	88,253.28	1,101.53	89,355.00
IME - Lighting	2,925.15	2,700.00	225.15	2,925.00
IME - Miscellaneous	1,260.00	900.00	360.00	1,260.00
IME - Water Reclaimed	1,516.47	3,600.00	(2,083.53)	1,516.00
<b>Road &amp; Street Facilities</b>				
Entry and Wall Maintenance	-	5,000.00	(5,000.00)	-
Hardscape Maintenance	5,090.00	6,250.00	(1,160.00)	5,092.00
Streetlights	87,514.31	60,000.00	27,514.31	87,514.36
Accent Lighting	-	2,000.00	(2,000.00)	-
<b>Parks &amp; Recreation</b>				
Personnel Leasing Agreement	-	660.00	(660.00)	-
<b>Reserves</b>				
Infrastructure Capital Reserve	22,200.00	22,200.00	-	22,200.00
Interchange Maintenance Reserve	3,146.67	3,146.67	-	3,146.67
<b>Total Field Operations Expenses</b>	<b>\$ 657,410.90</b>	<b>\$ 633,671.45</b>	<b>\$ 23,739.45</b>	<b>\$ 657,413.03</b>
<b>Total Expenses</b>	<b>\$ 780,099.03</b>	<b>\$ 744,896.45</b>	<b>\$ 35,202.58</b>	<b>\$ 780,099.03</b>
<b>Income (Loss) from Operations</b>	<b>\$ (2,800.00)</b>	<b>\$ (500.00)</b>	<b>\$ (2,300.00)</b>	<b>\$ (2,800.00)</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 2,783.70	\$ 500.00	\$ 2,283.70	\$ 2,800.00
<b>Total Other Income (Expense)</b>	<b>\$ 2,783.70</b>	<b>\$ 500.00</b>	<b>\$ 2,283.70</b>	<b>\$ 2,800.00</b>
<b>Net Income (Loss)</b>	<b>\$ (16.30)</b>	<b>\$ -</b>	<b>\$ (16.30)</b>	<b>\$ -</b>



# **GREENEWAY IMPROVEMENT DISTRICT**

**Advance Agreement regarding Assignment of  
Development Rights**

**ADVANCE AGREEMENT REGARDING ASSIGNMENT OF  
DEVELOPMENT RIGHTS**

**THIS ADVANCE AGREEMENT REGARDING ASSIGNMENT OF  
DEVELOPMENT RIGHTS (“Agreement”)** is made and entered into, by and between:

**GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Orange County, Florida, (**“District”**); and

**LAKE NONA PROPERTY HOLDINGS, LLC**, a Florida limited liability company, (**“Master Developer”** together with the District, the **“Parties”**); and

**HOPPING, GREEN & SAMS, P.A.**, a Florida professional association, solely in capacity as “Escrow Agent” herein.

**RECITALS**

**WHEREAS**, the District was established by ordinance adopted by the City Commission of the City of Orlando, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (**“Act”**), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, earthwork, water, sewer, reuse and drainage system, roadway improvements, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

**WHEREAS**, on April 25, 2013, the District previously issued its \$55,750,000 Special Assessment Revenue Bonds, Series 2013 (**“2013 Bonds”**); and

**WHEREAS**, the District issued the 2013 Bonds in order to finance the public infrastructure as more fully described in the 2013 Assignment; and

**WHEREAS**, in connection with the issuance of the 2013 Bonds, the District and Master Developer entered into that *Agreement for Assignment of Development Rights* dated April 25, 2013 (the **“2013 Assignment”**), whereby, and without intending to limit or alter any of its terms, the parties agreed that the Master Developer would provide to the District certain development rights in the event of a default; and

**WHEREAS**, the District now intends to issue its Not to Exceed \$24,000,000 Greenway Improvement District Special Assessment Revenue Bond Anticipation Note, Series 2018 (the **“2018 Note”**) in order to further finance the public infrastructure as more fully described in the 2013 Assignment; and

**WHEREAS**, pursuant to Resolutions 2012-09, 2018-13 and 2018-16, the District has levied – as part of the Special Assessments<sup>1</sup> – debt service special assessments (“**2018 Assessments**”) to secure the repayment of the 2018 Note on the lands defined and described in that *Supplemental Assessment Methodology Report for the Greenway Improvement District’s Bond Anticipation Note, Series 2018*, dated August 23, 2018; and

**WHEREAS**, the 2018 Note is being issued pursuant to a *Master Trust Indenture* dated as of April 1, 2013 (the “**Master Indenture**”) by and between the District and U.S. Bank National Association (the “**Trustee**”), as amended and supplemented by a *Second Supplemental Trust Indenture* dated as of November 1, 2018, by and between the District and Trustee (the “**Second Supplement**,” and together with the Master Indenture, the “**Indenture**”); and

**WHEREAS**, the parties acknowledge that in the event the 2013 Bonds were to be fully secured by Special Assessments assigned to Lands within the District that achieve Development Completion, Development Rights would no longer be assignable to the District upon an event of default on the 2018 Note; accordingly, the Parties, in connection with the issuance of the 2018 Note, desire to establish a point in time (the “**Tipping Point**”) that, when reached, will result in the Parties entering into the *First Amendment to Agreement for Assignment of Development Rights* (the “**First Amendment**”), a copy of which is attached hereto as **Exhibit A**, or in the alternative, the Master Developer prepaying all outstanding 2018 Assessments, which would result in the full redemption of the 2018 Note; and

**WHEREAS**, this Agreement sets forth the Parties duties and obligations in advance of, upon, and following the Tipping Point having been reached.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Master Developer agree as follows:

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

2. **DETERMINATION OF TIPPING POINT AND NOTIFICATION TO MASTER DEVELOPER.** The District shall monitor the status of development and assignment of special assessments securing the 2013 Bonds as Specific Parcel Master Plan(s) (“**SPMP**”) or plat(s) are presented to the District. At such time as SPMPs and/or plats are presented to the District, the District shall continue to assign debt services assessments securing both the 2013 Bonds and 2018 Note in accordance with the District’s adopted Assessment Resolutions. Upon the District’s assignment of the 2,430<sup>th</sup> equivalent residential unit (herein referred to as the ‘Tipping Point’), the District shall notify the Master Developer, in writing of the occurrence of the Tipping Point.

3. **APPOINTMENT OF ESCROW AGENT.** The Parties hereby designate, constitute and appoint Hopping Green & Sams, P.A., as the “Escrow Agent” under this Agreement

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<sup>1</sup> Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the 2013 Assignment.

to hold the executed First Amendment, to be released as set forth in paragraph 4 herein, and Hopping Green & Sams, P.A., accepts without compensation such designation and appointment and agrees to act in accordance with the terms of this Agreement. The Parties agree (a) that Escrow Agent shall be a stakeholder only and not liable for any losses, costs or damages it may incur in performing its responsibilities hereunder unless such losses, costs or damages shall arise out of the willful default or negligence of Escrow Agent or its agents and (b) that in the event of a dispute between the Parties (or their successors or assigns), Escrow Agent shall have the right, exercisable in its sole discretion, to be discharged by tendering unto the registry or custody of any court of competent jurisdiction, the First Amendment held by Escrow Agent, together with any such legal pleadings as it deems appropriate. The Parties agree to indemnify and hold Escrow Agent harmless from and against all costs, damages, judgments, attorney's fees, expenses, obligations, and liabilities of any kind or nature, which in good faith, Escrow Agent may incur or sustain in connection with this Agreement, and without limiting the generality of the foregoing, Escrow Agent shall not incur any liability with respect to any action taken or omitted in reliance upon any instrument, including any written notice or instructions provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement. Further, Escrow Agent shall not be liable for any actions taken or omitted by it in good faith relying upon, and in accordance with, the advice of its counsel. The Master Developer acknowledges that Escrow Agent serves as counsel to the District and that Escrow Agent's responsibilities hereunder shall not preclude its continued representation of the District. Escrow Agent may resign as escrow agent hereunder by giving thirty (30) days written notice hereof to the Parties. Within thirty (30) days after receipt of such notice, the Parties shall furnish to Escrow Agent written instructions for the transfer of the executed First Amendment to a replacement escrow agent. If the Parties fail to furnish the written instructions with the thirty (30) day period, Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent and, upon such appointment, deliver the original First Amendment to such successor. By doing so, Escrow Agent shall not incur any liability to any party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement.

#### 4. **EXECUTION OF FIRST AMENDMENT; REDEMPTION OF 2018 NOTE.**

Contemporaneous with the execution of this Agreement, the Parties shall execute and deliver the First Amendment to the Escrow Agent. Within ninety (90) calendar days after Master Developer's receipt of written notice from the District of the Tipping Point having occurred (the "**Tipping Point Notice**"), the Master Developer, at its election, shall either: 1) deliver written instruction to the Escrow Agent to release to the District the executed First Amendment; or 2) prepay all outstanding 2018 Assessments which would result in the District redeeming the 2018 Note in full. The Master Developer herein agrees to and authorizes the Escrow Agent to release to the District the First Amendment in the event the Master Developer fails to fulfill one of the foregoing obligations within ninety (90) calendar days of the receipt of the Tipping Point Notice. Further, the Master Developer agrees to, and authorizes the Escrow Agent to release to the District the First Amendment in the event that the Master Developer presents SPMP(s) and/or plat(s) to the District described herein that would result in all Lands securing the 2013 Bonds achieving Development Completion.

5. **ENFORCEMENT.** A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

7. **NOTICE.** All notices, requests, consents and other communications hereunder (“**Notice** or **Notices**”) shall be in writing and shall be delivered via overnight delivery service, or hand delivered to the parties, as follows:

**A. If to District:** Greeneway Improvement District  
c/o Fishkind & Associates, Inc.  
12051 Corporate Blvd  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Tucker F. Mackie

**B. If to Master Developer:** Lake Nona Property Holdings, LLC  
6900 Tavistock Lakes Boulevard  
Suite 200  
Orlando, FL 32827  
Attn: James L. Zboril, President

**With copies to:** Sara W. Bernard, Esq.  
c/o Nelson Mullins Broad and Cassel  
390 North Orange Avenue, Suite 1400  
Orlando, Florida 32801

Michelle R. Rencoret, General Counsel & Vice  
President  
Lake Nona Land Company, LLC  
6900 Tavistock Lakes Boulevard  
Suite 200  
Orlando, FL 32827

**C. If to Escrow Agent:** Hopping Green & Sams, P.A.



119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: Tucker F. Mackie

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein as evidenced by written receipt. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or facsimile number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

8. **TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of the Parties. In any event, this Agreement shall automatically terminate upon full redemption of the Series 2018 Note, including, but not limited to redemption caused by the District's refinancing of the Series 2018 Note in full. Upon termination and in the event the First Amendment is still being held by the Escrow Agent, the Escrow Agent shall return the original First Amendment to the Master Developer.

9. **APPLICABLE LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding hereunder shall be in Orange County, Florida.

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

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

12. **EFFECTIVE DATE.** This Agreement shall be effective upon issuance of the 2018 Note.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the Master Developer, the District and Escrow Agent have caused this Agreement to be executed and delivered.

**ATTEST:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**MASTER DEVELOPER:**

**LAKE NONA PROPERTY  
HOLDINGS, LLC**

By: \_\_\_\_\_  
James L. Zboril, President

Date: \_\_\_\_\_, 2018

**ATTEST:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**DISTRICT:**

**GREENEWAY IMPROVEMENT  
DISTRICT**

By: \_\_\_\_\_  
Richard Levey, Chairman

Date: \_\_\_\_\_, 2018

**HOPPING GREEN & SAMS,  
PROFESSIONAL ASSOCIATION, a**  
Florida professional association

By: \_\_\_\_\_  
Tucker F. Mackie

Date: \_\_\_\_\_, 2018

**Exhibit A – Form of First Amendment**

## EXHIBIT A

### FIRST AMENDMENT TO AGREEMENT FOR ASSIGNMENT OF DEVELOPMENT RIGHTS

**THIS FIRST AMENDMENT** (“**Amendment**”) amends that *Agreement for Assignment of Development Rights* dated April 25, 2013 (the “**2013 Assignment**”), and is made and entered into, by and between:

**Greenway Improvement District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Orange County, Florida, (“**District**”); and

**Lake Nona Property Holdings, LLC**, a Florida limited liability company, (“**Master Developer**”), together, (the “**Parties**”).

### RECITALS

**WHEREAS**, the District was established by ordinance adopted by the City Commission of the City of Orlando, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, earthwork, water, sewer, reuse and drainage system, roadway improvements, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

**WHEREAS**, on April 25, 2013, the District previously issued its \$55,750,000 Special Assessment Revenue Bonds, Series 2013 (“**2013 Bonds**”); and

**WHEREAS**, the District issued the 2013 Bonds in order to finance the public infrastructure as more fully described in the 2013 Assignment; and

**WHEREAS**, in connection with the issuance of the 2013 Bonds, the District and Master Developer entered into the 2013 Assignment, whereby, and without intending to limit or alter any of its terms, the parties agreed that the Master Developer would provide to the District certain development rights in the event of a default; and

**WHEREAS**, the District now intends to issue its Not to Exceed \$24,000,000 Greenway Improvement District Special Assessment Revenue Bond Anticipation Note, Series 2018 (the “**2018 Note**”) in order to further finance the public infrastructure as more fully described in the 2013 Assignment; and

**WHEREAS**, pursuant to Resolutions 2012-09, 2018-13 and 2018-16, the District has levied – as part of the Special Assessments<sup>1</sup> – debt service special assessments (“**2018**

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<sup>1</sup> Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the 2013 Assignment.

**Assessments**”) to secure the repayment of the 2018 Note on the lands defined and described in that *Supplemental Assessment Methodology Report for the Greenway Improvement District’s Bond Anticipation Note, Series 2018*, dated August 23, 2018; and

**WHEREAS**, in order to ensure that, in the event of a default of the 2018 Note, the District has sufficient development rights, the Master Developer and the District desire to amend the 2013 Assignment as set forth herein.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Master Developer agree as follows:

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

2. **COMPLETION OBLIGATION; GENERAL AMENDMENT.** The 2013 Assignment continues to apply in full force and effect, such that, and without intending to alter the terms of the 2013 Assignment, the Master Developer continues to be obligated to collaterally assign to the District all of Master Developer’s development rights relating to development of the Lands as security for Master Developer’s payment and performance and discharge of its obligation to pay the Special Assessments levied against the Lands owned by Master Developer from time to time. The term “Bonds” as defined in the 2013 Assignment is hereby modified to include the 2018 Note in addition to the 2013 Bonds.

3. **RIGHTS OF THE TRUSTEE.** Section 10 of the 2013 Assignment is hereby modified as follows, with underlining indicating new additional language, and ~~strike-through~~ indicating deleted language:

**Rights of Trustee.** Following the occurrence and continuance of any event of default under the indenture for the Bonds, the trustee for the bondholders shall have all rights and remedies afforded the District as if it were originally included herein as the District. In addition to the foregoing, in the event of such default, the District will absolutely and unconditionally assign all of its rights, title and interest under this Agreement to the Trustee for the benefit of the holders of the 2013 Bonds. After Lands subject to Special Assessments that fully secure the 2013 Bonds achieve Development Completion and in the event the Series 2018 Note remains outstanding, then the Trustee for the Series 2018 Note shall have the rights under this Section.

4. **AFFIRMATION OF 2013 ASSIGNMENT.** Nothing contained herein shall alter or amend the parties’ rights and responsibilities under the 2013 Assignment as it relates to the 2013 Bonds. The 2013 Assignment is hereby affirmed and continues to constitute a valid and binding agreement between the parties.

5. **AUTHORIZATION.** The execution of this Amendment has been duly authorized by the appropriate body or official of the District and the Master Developer; both the District and the Master Developer have complied with all the requirements of law; and both the District and the Master Developer have full power and authority to comply with the terms and provisions of this instrument.

6. **COUNTERPARTS.** This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

7. **EFFECTIVE DATE.** This Amendment shall be effective upon issuance of the 2018 Note.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the Master Developer and the District have caused this Amendment to be executed and delivered.

**ATTEST:**

**MASTER DEVELOPER:**

**LAKE NONA PROPERTY  
HOLDINGS, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
James L. Zboril, President

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_, 20\_\_

STATE OF FLORIDA        )  
  )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by James L. Zboril, as President of LAKE NONA PROPERTY HOLDINGS, LLC, a Florida limited liability company, for and on behalf of said limited liability company. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

**NOTARY STAMP:**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**ATTEST:  
WITNESS**

\_\_\_\_\_  
Print

Name: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_  
Print

Name: \_\_\_\_\_

**DISTRICT:**

**GREENEWAY IMPROVEMENT  
DISTRICT**

\_\_\_\_\_  
Richard Levey, Chairman

Date: \_\_\_\_\_, 20\_\_

STATE OF FLORIDA     )  
                                  )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by Richard Levey, as Chairman of the Board of Supervisors of the Greenway Improvement District, for and on behalf of said District. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

**NOTARY STAMP:**

\_\_\_\_\_  
Signature of Notary Public

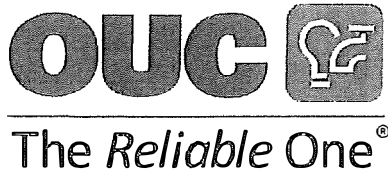
\_\_\_\_\_  
Printed Name of Notary Public





# **GREENEWAY IMPROVEMENT DISTRICT**

**OUC Service Agreement for  
Lighting Service Monument Lighting**



## **SERVICE AGREEMENT FOR LIGHTING SERVICE MONUMENT LIGHTING**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **ORLANDO UTILITIES COMMISSION**, whose address is 100 West Anderson Street, Orlando, Florida 32801 and **GREENEWAY IMPROVEMENT DISTRICT** whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 , for the provision of Lighting Service as more particularly set forth below.

### **DEFINITIONS**

1. "BILLING CYCLE" shall mean the time between the reading date of the prior month bill and the reading date of the current month bill for the lighting Service provided by OUC during that time.
2. "CUSTOMER" shall mean the legal entity that owns the premises receiving Lighting Service and is responsible for paying the CUSTOMER bill.
3. "FORCE MAJEURE EVENT" means any event beyond OUC's reasonable control which results in the failure of some performance under this agreement, including without limitation, acts of God, epidemics, lightning, storms, earthquakes, fires, floods and washouts; strikes, lockouts or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots; arrests, orders, directives or restraints of government agencies, either local, state, federal, civil or military; or acts of CUSTOMER which prevent OUC from providing Lighting Service.
4. "INSTALLATION DATE" shall mean the date entered in Exhibit 1, for each phase of the project, upon which OUC is to commence installation of the LIGHTING EQUIPMENT.
5. "LIGHTING EQUIPMENT" means poles, wires, fixtures, conduit, junction boxes, bases, photocells, controllers, and any other associated parts.
6. "LIGHTING SERVICE" shall collectively mean, all such installation, operation, maintenance and (if applicable) electric supply services.

7. "OUC" shall mean ORLANDO UTILITIES COMMISSION, a statutory commission created and existing under the laws of the state of Florida and the municipal utility of the City of Orlando.

SECTION 1: OUC AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 1.1. Install the Lighting Equipment listed in Exhibit 1, under the heading entitled "OUC Installed Lighting Equipment" on the CUSTOMER's property more specifically described in Exhibit 1 (the "Property"), operate and maintain all such Lighting Equipment, and if possible under applicable laws and regulations, provide electric service necessary for the operation of the Lighting Equipment, all in accordance with the rates set forth in Exhibit 1 and the terms and provisions set forth in this Agreement.
- 1.2. Bill CUSTOMER, monthly, for Lighting Service based on the rates set forth in Exhibit 1; provided, however that OUC shall be entitled to adjust the rates charged for Lighting Service as set forth in Exhibit 1. OUC shall annually deliver notice to the CUSTOMER of any such changes to the Lighting Service rates.

SECTION 2: THE CUSTOMER AGREES THAT DURING THE TERM OF THIS AGREEMENT IT SHALL:

- 2.1 Whenever possible under applicable laws and regulations, purchase from OUC all of the electric energy used for the operation of the Lighting Equipment.
- 2.2 Pay by the due date indicated thereon all bills rendered by OUC for Lighting Service provided in accordance with this Agreement.
- 2.3 Trim any and all trees or other foliage that may either obstruct the light output from Lighting Equipment or that may obstruct maintenance access to the Lighting Equipment.
- 2.4 Promptly provide notice to OUC of any inoperative or malfunctioning lights and/or Lighting Equipment installed hereunder via the outage reporting options provided in Exhibit 1, or through subsequent bill inserts or publication in the relevant newspapers of general circulation.

SECTION 3: EASEMENTS AND ACCESS

CUSTOMER hereby grants to OUC an irrevocable right of entry, access, ingress and egress into, over, across, upon and through the Property for purposes of gaining access to the Lighting Equipment. In addition, CUSTOMER hereby grants, transfers and conveys to OUC, an easement over the Property for the purpose of installing, operating, replacing and maintaining the Lighting Equipment as required under this Agreement.

#### SECTION 4: THE PARTIES MUTUALLY AGREE:

- 4.1 OUC, while exercising reasonable diligence at all times to furnish Lighting Service hereunder, does not guarantee continuous lighting and will not be liable for any damages for any interruption, deficiency or failure of electric service, and reserves the right to interrupt electric service at any time for necessary repairs to lines or equipment. Further, the parties acknowledge that malfunctions (including burned out bulbs) and acts beyond OUC's reasonable control do occur from time to time, which may result in the failure of illumination of said lights and/ or Lighting Equipment provided hereunder. Although OUC performs routine maintenance and periodic inspections of said Lighting Equipment installed hereunder, it is the responsibility of the CUSTOMER to promptly notify OUC of any inoperative or malfunctioning lights or Lighting Equipment, regardless of whether such condition or malfunction was discovered or should have been discovered by OUC during the performance of such maintenance or inspection. Subject to such notification and its compliance with the provisions of Florida Statutes § 768.1382(2) & (3) (2007), as may be amended from time to time, OUC is not liable and may not be held liable for any civil damages for personal injury, wrongful death, or property damage affected or caused by the malfunction or failure of illumination of such lights or Lighting Services provided hereunder, regardless of whether the malfunction or failure of illumination is alleged or demonstrated to have contributed in any manner to the personal injury, wrongful death, or property damage.
- 4.2 OUC installation of Lighting Equipment shall be made only when, in the judgment of OUC, the location and the type of the Lighting Equipment are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance. OUC shall not be in default for its failure to perform its obligations under this Agreement to the extent resulting from a Force Majeure Event. OUC shall be entitled to an extension of time for the performance of Lighting Service sufficient to overcome the effects of any such Force Majeure Event.
- 4.3 Except as specifically permitted under subsection 4.6 below, modification of the Lighting Equipment provided by OUC under this Agreement may only be made through the execution of an additional Agreement between OUC and CUSTOMER or by written amendment to this Agreement, delineating the modifications to be accomplished and (if applicable) setting out any adjustments to the terms and conditions necessitated by the modification. Notwithstanding anything to the contrary contained herein, CUSTOMER shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC.
- 4.4 OUC shall, at the request of the CUSTOMER, relocate the Lighting Equipment if provided sufficient rights-of-way or easements to do so and the requested relocation does not negatively affect the ability of OUC to provide Lighting Service. The CUSTOMER shall be responsible for the payment of all costs associated with any such CUSTOMER requested relocation of OUC Lighting Equipment.

- 4.5 OUC may, at any time and without the need for CUSTOMER's permission, substitute any luminaire/lamp installed hereunder with another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
- 4.6 OUC shall retain all title right and ownership interest in the Lighting Equipment and shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Lighting Equipment provided pursuant to this Agreement; provided, however that notwithstanding the foregoing, OUC shall not be responsible for and the CUSTOMER agrees to take responsibility for, the cost incurred to repair or replace any Lighting Equipment that has been damaged by CUSTOMER, its employees, agents, invitees or licensees or any other third party in which case OUC shall not be required to make such repair or replacement prior to payment by the CUSTOMER for damage. Responsibility to repair or replace damage to any CUSTOMER installed Lighting Equipment transfers to OUC upon inspection and acceptance of the fully installed and energized Lighting Equipment by OUC's Lighting Inspector.
- 4.7 Should the CUSTOMER fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform its obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply the Lighting Service until the CUSTOMER has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be deemed a waiver of such rights. It is understood, however, that such discontinuance of the supplying of the Lighting Service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the CUSTOMER of the obligation to perform any of the terms and conditions of this Agreement.
- 4.8 CUSTOMER shall be entitled to assign its rights under this Agreement to the CUSTOMER's successor in title to the Property upon which the Lighting Equipment are installed with the written consent of OUC, which shall not be unreasonably withheld. No assignment shall relieve the CUSTOMER from its obligations hereunder until such obligations have been assumed by the Purchaser in writing and agreed to by OUC.
- 4.9 This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the CUSTOMER and OUC, with respect to the Lighting Service referenced herein and along with OUC's electric service tariffs, constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
- 4.10 CUSTOMER recognizes and agrees that it is ultimately responsible for the payment of all sales, municipal, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or diminish CUSTOMER's ultimate responsibility

for the payment thereof, irrespective of whether such taxes are later charged or assessed by OUC or the applicable taxing authority(ies).

- 4.11 This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the CUSTOMER and OUC.
- 4.12 OUC will exercise reasonable efforts to furnish Lighting Service hereunder in a manner which will allow continuous operation of the Lighting Equipment, but OUC does not warrant the continuous operation of the Lighting Equipment and shall not be liable for any damages for any interruption, deficiency or failure of Lighting Equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to CUSTOMER under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.
- 4.13 CUSTOMER shall locate and advise OUC, its agents, employees, servants or subcontractors, through the provision of an accurate map and other necessary written descriptions, of the exact location of all underground facilities, including, but not limited to: sewage pipes, septic tanks, walls, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the installation site at least two (2) days prior to the commencement of any work by OUC at the installation site. Any and all cost or liability for damage to Underground Facilities by OUC that were not properly identified by the CUSTOMER, as described under this paragraph, shall be paid by the CUSTOMER. Except for those claims, losses and damages arising out of OUC's sole negligence, the CUSTOMER agrees to defend, at its own expense and indemnify OUC, its respective commissioner, officers, agents, employees, servants, contractors for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Lighting Equipment.

#### SECTION 5: TERM, EFFECTIVE DATE, INSTALLATION DATE, AMENDMENT, TERMINATION AND BILLING

- 5.1 The initial term of this Agreement (the "Term") shall be for twenty (20) years, and thereafter shall automatically renew for successive terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty (60) days prior to expiration date of the initial term or subsequent terms. The initial term shall begin upon the due date of the first monthly invoice (bill) delivered to CUSTOMER for installed lighting or the capital investment portion of the Monthly Lighting Service Charge as set forth in section 5.3 hereinbelow, which ever occurs first, and shall terminate at the end Two Hundred Forty (240) consecutive Billing Cycles thereafter, unless extended or otherwise modified pursuant to the provisions herein. In the event that a phased installation of Lighting Equipment is to be provided by OUC by means of the Phase Installation

Plan described in Exhibit 1, each development phase completed shall have its own Term (which shall commence and terminate as set forth above in this paragraph) and Installation Date under this Agreement.

- 5.2 The effective date of this Agreement shall be the date of execution by the CUSTOMER or OUC, whichever is later.
- 5.3 If OUC is ready and able to begin installation of the Lighting Equipment on the Installation Date, and the CUSTOMER is not ready and able to accept installation of the Lighting Equipment, OUC shall bill CUSTOMER monthly for the capital investment portion of the Monthly Lighting Service Charge, until such time as the CUSTOMER is able to commence accepting installation as set forth herein. CUSTOMER may change the Installation Date by providing OUC written notice of the new Installation Date no later than one hundred (100) days prior to the original Installation Date; however, in no event shall the new Installation Date exceed six (6) months from the original Installation Date. Provided that written notice is received by OUC at least 100 days prior to the original installation date, CUSTOMER shall not be responsible for paying the monthly bill for the capital investment portion of the Lighting Service Charge. Notwithstanding any of the foregoing, the CUSTOMER shall be liable for paying the monthly bill for the capital investment portion of the Monthly Lighting Service Charge if CUSTOMER is not ready and able to accept installation of the Lighting Equipment on the new Installation Date or the date ending six (6) months after the original Installation Date, whichever occurs first. OUC reserves the right to adjust pricing when CUSTOMER changes the original Installation Date.
- 5.4 This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing, the annual adjustment to rates as set forth in Exhibit 1 shall not require an amendment to this Agreement provided such annual rate adjustment does not exceed three percent (3%) over the prior year's rate.
- 5.5 The CUSTOMER may opt to terminate the Agreement at the end of the initial or subsequent Terms by providing to OUC at least sixty (60) days advance written notice. In the event that CUSTOMER terminates this agreement before the end of the initial or subsequent Terms, CUSTOMER shall be liable to OUC for the capital investment portion of the Monthly Lighting Service Charge set forth in Exhibit 1 for the remainder of the Term and all direct and consequential damages incurred by OUC as a result of such early termination, including the cost incurred by OUC to remove the Lighting Equipment. In addition to the foregoing, OUC shall have the right to pursue all other remedies or damages available at law or in equity. OUC may terminate this Agreement if at any time during the Term a final court decision is issued, an Internal Revenue Service ruling is issued, or a change in the applicable statutes or regulations occurs, any of which in the reasonable opinion of OUC's general counsel, results in the continued existence of this Agreement having a material adverse effect on OUC's ability to issue tax exempt bonds. Any such termination shall be made by 30 days' prior written notice from OUC to CUSTOMER. The CUSTOMER will be responsible for the cost incurred by OUC to remove the Lighting

Equipment. OUC shall issue a bill to the CUSTOMER for removal costs once removal has been completed.

- 5.6 Billing shall commence upon the energization of the first lights or as set forth in section 5.3 above.

#### SECTION 6: MISCELLANEOUS

- 6.1 Governing Law: The validity, construction, and performance of this agreement, shall be in accordance with the laws of the State of Florida without application of its choice-of-law rules.
- 6.2 Severability: If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.
- 6.3 Notices: All notices permitted or required to be given under this Agreement shall be in writing and shall be deemed given and received: (a) five (5) days after such notice has been deposited in the United States Mail, certified, return receipt requested, with proper postage affixed thereto if the recipient is also provided a facsimile transmittal on the same date as mailed, otherwise, when the recipient receives the U.S. Mail transmittal, (b) one (1) Business day after such notice has been deposited with Federal Express, Express Mail, or other expedited mail or package delivery service guaranteeing delivery no later than the next Business Day, or (c) upon hand delivery to the appropriate address and person as herein provided if a receipt evidencing delivery has been retained. "Electronic mail" shall not be considered a "writing" for purposes hereof. All notices shall be delivered or sent to the Parties at their respective address(es) or number(s) shown below or to such other address(es) or number(s) as a Party may designate by prior written notice given in accordance with this provision to the other Party:

If to OUC:

Orlando Utilities Commission  
100 West Anderson Street  
Orlando, Florida 32801  
Attention: Office of The General Counsel

If to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- 6.4 Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any



and all prior contemporaneous written and oral agreements, proposals, negotiations, understanding and representations pertaining to the subject matter hereof.

- 6.5 Time Is Of The Essence: Time is hereby declared of the essence as to all time periods set forth in this Agreement.
- 6.6 Waiver: The failure of a party to insist on strict performance of any provision under this Agreement, or to take advantage of any right hereunder shall not be construed as a waiver of future violations of such provision or right. Any waiver at any time by any party hereto of its rights with respect to the other party, or with respect to any matter arising in connection with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.
- 6.7 OUC may allow, upon request, the installation of a camera on its poles under the following circumstances:
1. OUC will not be responsible for the installation, maintenance, or removal of any camera nor will OUC provide electricity to power such camera unless metered.
  2. The camera will be securely installed high enough on the pole so as not to impede vehicle or pedestrian flow and low enough as to not interfere with any purpose of the pole whether lighting, wire support or both.
  3. OUC will expect to recover any costs incurred due to any damage caused by allowing this accommodation.
  4. The installer, camera owner, and/or party instigating this action shall indemnify, save and hold OUC harmless from all loss, damage, claims, liability and expense whatsoever arising from this activity.
7. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the "Banners") from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the "Banner Arms"). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms. Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold

harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from injury or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

Now, therefore, the parties enter into this Agreement as of the dates of execution indicated below.

**GREENWAY IMPROVEMENT DISTRICT**

Federal ID# 05-0561077

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES: GREENWAY IMPROVEMENT DISTRICT**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

**ORLANDO UTILITIES COMMISSION**

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

Name: Clint Bullock  
Title: General Manager/CEO

Date: \_\_\_\_\_

ATTEST: By: \_\_\_\_\_  
Name: Elizabeth M. Mason  
Title: Assistant Secretary

**WITNESSES:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by CLINT BULLOCK, as General Manager, CEO of Orlando Utilities Commission, a municipal utility chartered under the laws of the State of Florida, on behalf of the Commission. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

## EXHIBIT 1

### LIGHTING SERVICE FEES:

#### RATE PER MONTH

##### Monthly Lighting Service Charge:

Capital Investment	\$21.72
Maintenance	\$ 8.19
<u>Fuel and Energy</u>	<u>\$ 5.77</u>
Total	*** \$35.68

Upfront Payment                \$0.00

Initial Term Charges include Capital Investment, Fuel and Energy, and Maintenance Costs, Subsequent Term Charges include Fuel and Energy, and Maintenance Costs.

\*\*\* Actual billed amount will be based on the as-built drawings and lighting equipment installed in the field as certified by the Customer and OUC Representative on the Certificate of Completion form in Exhibit 2.

#### ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit 1 may be adjusted by OUC to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. The rates for maintenance shall not change by more than three percent (3%) over the prior year's rate. The capital investment portion of the Monthly Lighting Service Charge shall remain fixed for the term of this Agreement.

#### LIGHTING SERVICE

The Lighting Service shall provide to CUSTOMER the foot candle lighting output (illuminating capacity) produced from the installation, operation and maintenance of the Lighting Equipment described below or such other functionally equivalent alternative lighting equipment as may be determined by OUC in its sole discretion, provided that such alternative lighting equipment provides the same illuminating capacity as the Lighting Equipment specified below.

#### LIGHTING EQUIPMENT

##### OUC Installed Lighting Equipment:

(3ea) 85w LED Floodlight / OUC # 036-23178

All associated poles, fixtures, parts, wires, photocells, and controllers

##### CUSTOMER Installed Lighting Equipment:

The CUSTOMER is responsible for the installation of the conduit, junction boxes, and bases per OUC specifications. A conduit design layout will be provided to the customer upon full execution of this agreement.

PHASED INSTALLATION PLAN

All at once

EXHIBIT 1 (continued)

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – <http://www.ouc.com/customer-support/outages-and-problems/report-a-streetlight-outage>

LEGAL DESCRIPTION OF THE PROPERTY

“Within the Public Right-of-Way of Lake Nona Boulevard, Orange County, Florida.”

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	Monument Lighting
Premise Address:	Lake Nona Blvd
City, State, Zip:	Orlando, FL
Premise Number	

BILLING INFORMATION

Billing Contact Name:	
Billing Address:	
City, State, Zip:	
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	05-0561077

ADDITIONAL ACCOUNT INFORMATION TO BE FILLED BY OUC

Customer Account Number:	8795843030
Work Request No:	653306
Comments:	

**Certificate of Completion (Exhibit 2)**

Project W.O. # \_\_\_\_\_ OUC Account # \_\_\_\_\_

Project Name: \_\_\_\_\_

Customer/Account Name \_\_\_\_\_

Original Monthly Lighting Service Charges:

Investment \_\_\_\_\_; Maintenance; \_\_\_\_\_; Fuel & Energy \_\_\_\_\_.

Original Lighting System Poles & Fixtures and Installation Scope:

*(Original Streetlight Fixture/Pole type/quantity listed here)*

As-built Lighting System Poles & Fixtures and Installation Scope:

*(As-built Streetlight Fixture/Pole type/quantity listed here)*

Amended Monthly Lighting Service Charges per as-built Lighting System

Investment \_\_\_\_\_; Maintenance \_\_\_\_\_; Fuel and Energy \_\_\_\_\_

ACCEPTANCE OF COMPLETION & AMENDED MONTHLY SERVICE CHARGES:

\_\_\_\_\_  
Authorized OUC Representative; Printed Name & Signature Date

\_\_\_\_\_  
Authorized Customer Representative; Printed Name & Signature Date \_\_\_\_\_





# **GREENEWAY IMPROVEMENT DISTRICT**

**OUC Service Agreement for  
Streetlights at Pixon**  
*(provided under separate cover)*



# **GREENEWAY IMPROVEMENT DISTRICT**

## **Temporary Construction and Access Easement Agreement**

Prepared By and Return To:

Tucker F. Mackie, Esq.  
HOPPING GREEN & SAMS, P.A.  
Post Office Box 6526  
Tallahassee, Florida 32314

**TEMPORARY CONSTRUCTION AND  
ACCESS EASEMENT AGREEMENT**

**THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT** (the “**Agreement**”) is made and entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**Grantor**”), and **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 (“**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**,” and separately as the “**Party**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of that certain real property located in Orange County, Florida, being more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein (collectively, the “**Easement Area**”); and

**WHEREAS**, the Grantee intends to complete the design, construction and installation of a permanent roadway on, over and upon the Easement Area, together with associated utility facilities, drainage facilities and landscaping (collectively, the “**Improvements**”); and

**WHEREAS**, until construction of the Improvements is completed, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “**Easements**”).

During construction of the Improvements, Grantee agrees not to interfere with the drainage functionality of any existing drainage facilities serving adjacent properties and to perform such relocation of the existing drainage ditch and reconnection of the Nemours Drainage System with the master drainage system Improvements and associated drainage facilities being constructed by Grantee necessary to service the real property owned by The Nemours Foundation, a Florida nonprofit corporation (“**Nemours**”), in accordance with the terms and provisions of that certain Amended and Restated Drainage Easement Agreement (Benefiting the Nemours Property) by and between Grantor and Nemours recorded of even date herewith in the Public Records of Orange County, Florida.

3. **Term of Easement.** Upon the earlier of (i) receipt of a certificate of completion, or its equivalent, acceptance of the Improvements by the City of Orlando and dedication for public use, or (ii) recordation of a release in the Public Records of Orange County, Florida, then this Agreement shall automatically terminate and be extinguished and all rights in the Easements granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easements granted herein.

4. **Insurance and Indemnity.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insureds, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee's construction activities within the Easement Area.

5. **Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, Florida Statutes, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **Beneficiaries of Easement Rights.** The Easements set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **Use of Easement Area.** It is acknowledged and agreed that the Easements granted under this Agreement are not exclusive easements and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This

Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida.

In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easements granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**





**GREENWAY IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of **GREENWAY IMPROVEMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He/She is (☐) personally known to me or (☐) has produced as identification.

(Signature of Notary Public)

(Typed Name of Notary Public)  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT "A"**

### **Easement Area**

The lands described in the attached Sketches of Description CS# 16-204(H) and CS# 16-204(J) – containing 6 pages – together with the following described lands:

That part of Sections 24 and 25, Township 24 South, Range 30 East and Section 30, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence N11°23'49"W along the Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, for a distance of 120.00 feet to the Southerly line of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof, as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida, and a point on a non-tangent curve concave Northerly having a radius of 2940.00 feet and a chord bearing of N75°23'19"E; thence Easterly along said Southerly line and the arc of said curve through a central angle of 06°25'44" for a distance of 329.89 feet to the point of tangency; thence N72°10'27"E along said Southerly line, 84.01 feet to the Southeast corner of said Lot 1; thence departing said Southerly line run N00°00'16"W along the East line of said Lot 1, for a distance of 963.19 feet; thence departing said East line run N89°59'44"E, 129.89 feet; thence S11°18'27"E, 78.00 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of S33°41'33"W; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence S78°41'33"W, 66.86 feet; thence S00°00'16"E, 723.83 feet to the point of curvature of a curve concave Easterly having a radius of 272.00 feet and a chord bearing of S06°56'11"E; thence Southerly along the arc of said curve through a central angle of 13°51'51" for a distance of 65.82 feet to the point of tangency; thence S13°52'07"E, 3.05 feet; thence S47°27'28"E, 18.32 feet; thence S17°49'33"E, 10.77 feet; thence N72°10'27"E, 78.05 feet to the point of curvature of a curve concave Southerly having a radius of 1537.45 feet and a chord bearing of N78°46'26"E; thence Easterly along the arc of said curve through a central angle of 13°12'00" for a distance of 354.20 feet to the point of tangency; thence N85°22'26"E, 121.00 feet to the point of curvature of a curve concave Southerly having a radius of 1637.00 feet and a chord bearing of S87°13'33"E; thence Easterly along the arc of said curve through a central angle of 14°48'01" for a distance of 422.86 feet to the point of tangency; thence S79°49'33"E, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of S73°58'29"E; thence Easterly along the arc of said curve through a central angle of 11°42'08" for a distance of 211.80 feet to the point of reverse curvature of a curve concave Northerly having a radius of 963.00 feet and a chord bearing of S74°50'11"E; thence Easterly along the arc of said curve through a central angle of 13°25'32" for a distance of 225.65 feet to the point of tangency; thence S81°32'57"E, 343.56 feet to the point of curvature of a curve concave Southerly having a radius of 1037.00 feet and a chord bearing of S74°16'27"E; thence Easterly along the arc of said curve through a central angle of 14°33'00" for a distance of 263.34 feet to the point of reverse curvature of a curve concave Northerly having a radius of 588.00 feet and a chord bearing of N89°31'07"E; thence Easterly along the arc of said curve through a central angle of 46°57'53" for a distance of

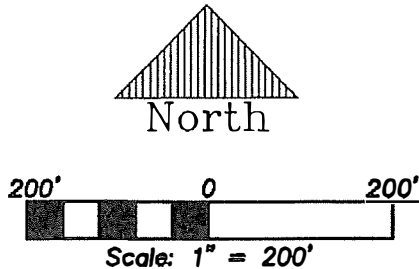
481.98 feet to the point of tangency; thence N66°02'10"E, 121.31 feet to the Westernmost corner of Nemours Parkway, according to the plat of LAUREATE PARK PHASE 7, as recorded in Plat Book 90, Pages 7 through 32, of the Public Records of Orange County, Florida; thence S23°57'50"E along the Westerly line of said plat of LAUREATE PARK PHASE 7 for a distance of 79.00 feet; thence departing said Westerly line run S66°02'10"W, 121.31 feet to the point of curvature of a curve concave Northerly having a radius of 667.00 feet and a chord bearing of S89°31'07"W; thence Westerly along the arc of said curve through a central angle of 46°57'53" for a distance of 546.73 feet to the point of reverse curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of N74°16'27"W; thence Westerly along the arc of said curve through a central angle of 14°33'00" for a distance of 243.28 feet to the point of tangency; thence N81°32'57"W, 343.56 feet to the point of curvature of a curve concave Northerly having a radius of 1042.00 feet and a chord bearing of N74°50'11"W; thence Westerly along the arc of said curve through a central angle of 13°25'32" for a distance of 244.16 feet to the point of reverse curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of N73°58'29"W; thence Westerly along the arc of said curve through a central angle of 11°42'08" for a distance of 195.66 feet to the point of tangency; thence N79°49'33"W, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 1558.00 feet and a chord bearing of N86°34'19"W; thence Westerly along the arc of said curve through a central angle of 13°29'31" for a distance of 366.88 feet to the point of compound curvature of a curve concave Southerly having a radius of 774.00 feet and a chord bearing of S79°25'41"W; thence Westerly along the arc of said curve through a central angle of 14°30'29" for a distance of 195.99 feet to the point of tangency; thence S72°10'27"W, 446.49 feet; thence N13°52'07"W, 2.00 feet; thence S72°10'27"W, 97.58 feet to the point of curvature of a curve concave Northerly having a radius of 3065.00 feet and a chord bearing of S75°23'19"W; thence Westerly along the arc of said curve through a central angle of 06°25'44" for a distance of 343.92 feet to a non-tangent line; thence N11°23'49"W, 5.00 feet to the POINT OF BEGINNING

# SKETCH OF DESCRIPTION

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

No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.

SEE SHEETS 1 - 2 FOR SKETCH.  
SEE SHEET 3 FOR LEGAL DESCRIPTION, NOTES AND LEGEND.



LOT 1  
NEMOURS CHILDREN'S HOSPITAL  
(PLAT BOOK 73, PAGES 81-83)

NEMOURS PARKWAY  
(NEMOURS PARKWAY AT  
LAKE NONA PHASE 1  
(PB 73, PGS 78-80)  
(120' WIDE R/W)

EASTERLY LINE OF  
NEMOURS PARKWAY  
AT LAKE NONA PHASE 1  
PB 73, PGS 78-80

SOUTHEASTERLY  
PROLONGATION OF THE  
EASTERLY LINE OF NEMOURS  
PARKWAY AT LAKE NONA  
PHASE 1 (PB 73, PGS 78-80)

## POINT OF COMMENCEMENT

NE CORNER OF NEMOURS PARKWAY,  
NEMOURS PARKWAY AT LAKE NONA  
PHASE 1, PB 73, PGS 78-80

NOT INCLUDED  
NOT PLATTED

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	3065.00'	6°25'44"	343.92'	343.74'	N75°23'19"E
C2	774.00'	14°30'29"	195.99'	195.46'	N79°25'41"E

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S11°23'49"E	125.00'
L2	N72°10'27"E	97.58'
L3	S13°52'07"E	2.00'
L4	N72°10'27"E	446.49'

NOT PLATTED

SECTION 24-24-30

SECTION 25-24-30

(PROPOSED)  
TRACT LS-1  
NOT PLATTED

(PROPOSED)  
TRACT OS-1  
NOT PLATTED

NOT PLATTED

(PROPOSED)  
BARISH AVENUE

NOT PLATTED

(SEE SHEET 2)  
MATCH LINE

NOT PLATTED

(PROPOSED)  
NEMOURS PARKWAY

NOT PLATTED

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH

NEMOURS PARKWAY PHASE 7 - DRAINAGE EASEMENT NO. 1

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

Robert "Tyler" Sears August 01, 2018  
Florida Registered Surveyor and Mapper  
Certificate No. 6950  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

DRAWN BY: RTS

CHECKED BY: RTS

JOB NO.

SCALE

SHEET

DATE: 07/2018

DATE: 07/2018

16106

1"=200'

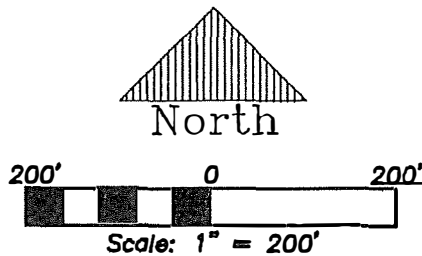
OF 3

# SKETCH OF DESCRIPTION

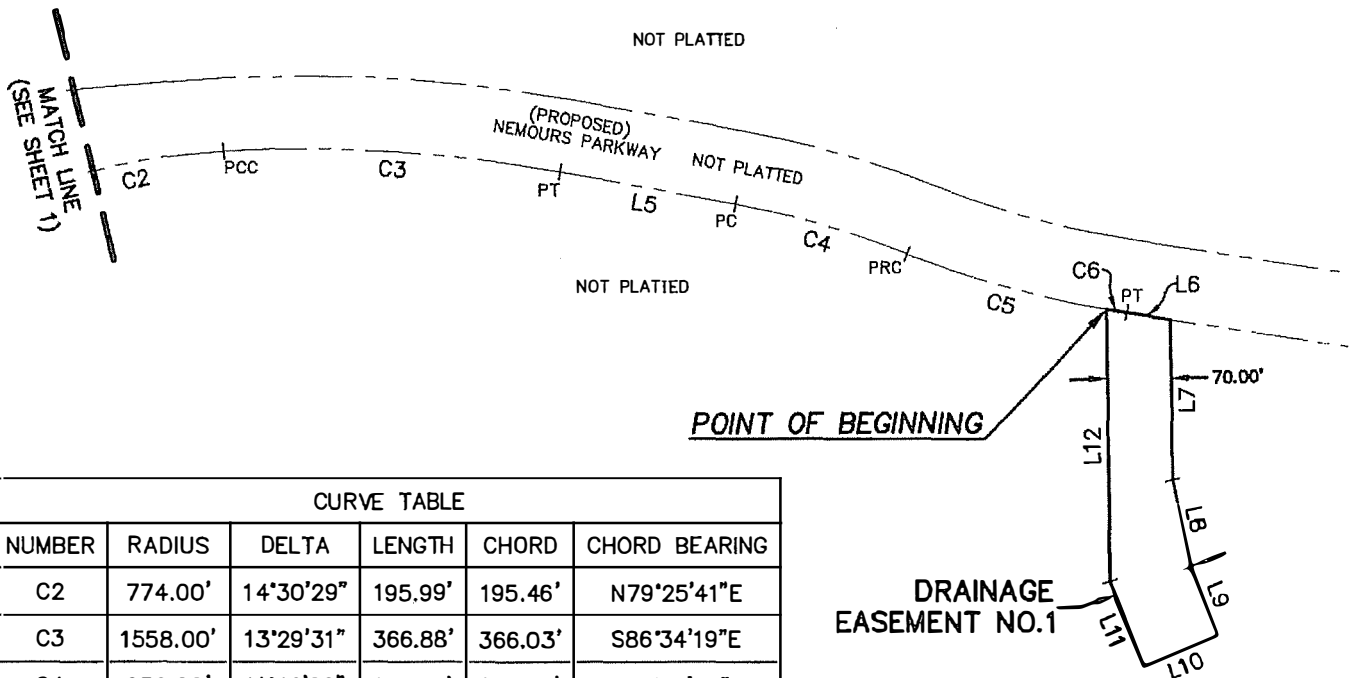
This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.

SEE SHEETS 1 - 2 FOR SKETCH.  
SEE SHEET 3 FOR LEGAL DESCRIPTION,  
NOTES AND LEGEND.



LINE TABLE		
NUMBER	BEARING	DISTANCE
L5	S79°49'33"E	195.92'
L6	S81°32'57"E	48.90'
L7	S00°59'27"E	172.78'
L8	S13°18'33"E	96.12'
L9	S21°54'36"E	80.67'
L10	S68°05'24"W	90.00'
L11	N21°54'36"W	98.69'
L12	N00°59'27"W	293.86'



CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C2	774.00'	14°30'29"	195.99'	195.46'	N79°25'41"E
C3	1558.00'	13°29'31"	366.88'	366.03'	S86°34'19"E
C4	958.00'	11°42'08"	195.66'	195.32'	S73°58'29"E
C5	1042.00'	12°12'36"	222.06'	221.64'	S74°13'43"E
C6	1042.00'	1°12'56"	22.11'	22.11'	S80°56'29"E

PREPARED FOR: **LAKE NONA LAND COMPANY, LLC**  
LAKE NONA SOUTH - NEMOURS PARKWAY PHASE 7 - DRAINAGE EASEMENT NO. 1



**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>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16106</u>	SCALE <u>1"=200'</u>	SHEET <u>2</u>
DATE: <u>07/2018</u>	DATE: <u>07/2018</u>			OF <u>3</u>

# SKETCH OF DESCRIPTION

SEE SHEETS 1 - 2 FOR SKETCH.  
SEE SHEET 3 FOR LEGAL DESCRIPTION,  
NOTES AND LEGEND.

## DESCRIPTION:

That part of Section 25, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Northeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence S11°23'49"E along the Easterly line of said NEMOURS PARKWAY AT LAKE NONA PHASE 1 and the Southeasterly prolongation thereof, for a distance of 125.00 feet to a non-tangent curve concave Northerly having a radius of 3065.00 feet and a chord bearing of N75°23'19"E; thence Easterly along the arc of said curve through a central angle of 06°25'44" for a distance of 343.92 feet to the point of tangency; thence N72°10'27"E, 97.58 feet; thence S13°52'07"E, 2.00 feet; thence N72°10'27"E, 446.49 feet to the point of curvature of a curve concave Southerly having a radius of 774.00 feet and a chord bearing of N79°25'41"E; thence Easterly along the arc of said curve through a central angle of 14°30'29" for a distance of 195.99 feet to the point of compound curvature of a curve concave Southerly having a radius of 1558.00 feet and a chord bearing of S86°34'19"E; thence Easterly along the arc of said curve through a central angle of 13°29'31" for a distance of 366.88 feet to the point of tangency; thence S79°49'33"E, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of S73°58'29"E; thence Easterly along the arc of said curve through a central angle of 11°42'08" for a distance of 195.66 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1042.00 feet and a chord bearing of S74°13'43"E; thence Easterly along the arc of said curve through a central angle of 12°12'36" for a distance of 222.06 feet to the POINT OF BEGINNING; thence continue along the arc of said curve having a radius of 1042.00 feet and a chord bearing of S80°56'29"E, through a central angle of 01°12'56" for a distance of 22.11 feet to the point of tangency; thence S81°32'57"E, 48.90 feet; thence S00°59'27"E, 172.78 feet; thence S13°18'33"E, 96.12 feet; thence S21°54'36"E, 80.67 feet; thence S68°05'24"W, 90.00 feet; thence N21°54'36"W, 98.69 feet; thence N00°59'27"W, 293.86 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 Easterly line of NEMOURS PARKWAY AT LAKE NONA PHASE 1, (Plat Book 73, Pages 78 through 80), being S11°23'49"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- Lands shown hereon were not obstructed 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.
- No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.

## LEGEND

SECTION 25-24-30	SECTION, TOWNSHIP, RANGE
POB	POINT OF BEGINNING
DOC#	OFFICIAL RECORDS DOCUMENT NUMBER PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON-TANGENT
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PCC	POINT OF COMPOUND CURVATURE
P-C	POINT OF CUSP
PRC	POINT OF REVERSE CURVATURE
L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)

PREPARED FOR:

**LAKE NONA LAND COMPANY, LLC**

LAKE NONA SOUTH  
NEMOURS PARKWAY PHASE 7 - DRAINAGE EASEMENT NO. 1



**DONALD W. MCINTOSH ASSOCIATES, INC.**  
**ENGINEERS PLANNERS SURVEYORS**

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

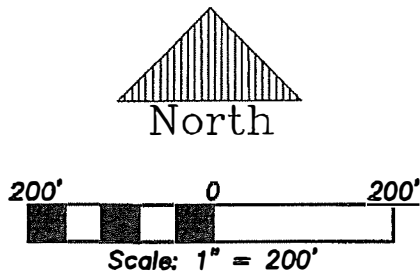
DRAWN BY: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16106</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>07/2018</u>	DATE: <u>07/2018</u>			OF <u>3</u>

# SKETCH OF DESCRIPTION

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

No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.

SEE SHEETS 1 - 2 FOR SKETCH.  
SEE SHEET 3 FOR LEGAL DESCRIPTION,  
NOTES AND LEGEND.



NOT PLATTED

SECTION 24-24-30  
SECTION 25-24-30

(PROPOSED)  
TRACT LS-1  
NOT PLATTED

(PROPOSED)  
TRACT OS-1  
NOT PLATTED

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S11°23'49"E	125.00'
L2	N72°10'27"E	97.58'
L3	S13°52'07"E	2.00'
L4	N72°10'27"E	446.49'

LOT 1  
NEMOURS CHILDREN'S HOSPITAL  
(PLAT BOOK 73, PAGES 81-83)

## POINT OF COMMENCEMENT

NE CORNER OF NEMOURS PARKWAY,  
NEMOURS PARKWAY AT LAKE NONA  
PHASE 1, PB 73, PGS 78-80

EASTERLY LINE OF  
NEMOURS PARKWAY  
AT LAKE NONA PHASE 1  
PB 73, PGS 78-80

NEMOURS PARKWAY  
(NEMOURS PARKWAY AT  
LAKE NONA PHASE 1  
(PB 73, PGS 78-80)  
(120' WIDE R/W)

SOUTHEASTERLY  
PROLONGATION OF THE  
EASTERLY LINE OF NEMOURS  
PARKWAY AT LAKE NONA  
PHASE 1 (PB 73, PGS 78-80)

NOT INCLUDED  
NOT PLATTED

NOT PLATTED

NOT PLATTED

NOT PLATTED

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	3065.00'	6°25'44"	343.92'	343.74'	N75°23'19"E
C2	774.00'	14°30'29"	195.99'	195.46'	N79°25'41"E
C3	1558.00'	13°29'31"	366.88'	366.03'	S86°34'19"E

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH

NEMOURS PARKWAY PHASE 7 - DRAINAGE EASEMENT NO. 3

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

Robert "Tyler" Sears July 31, 2018  
Florida Registered Surveyor and Mapper  
Certificate No. 6950  
NOT VALID WITHOUT THE SIGNATURE AND THE  
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER.

DRAWN BY: RTS  
DATE: 07/2018

CHECKED BY: RTS  
DATE: 07/2018

JOB NO.  
16106

SCALE  
1"=200'

SHEET 1  
OF 3

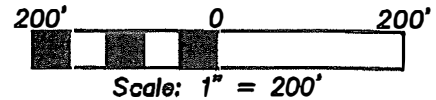
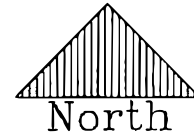


# SKETCH OF DESCRIPTION

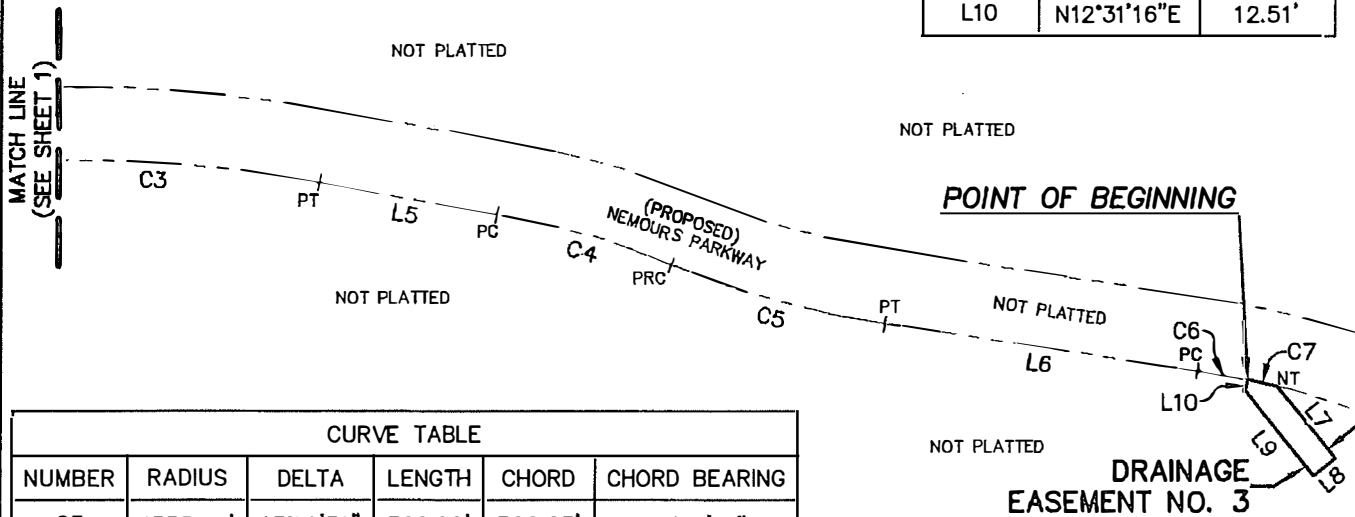
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SEE SHEETS 1 - 2 FOR SKETCH.  
SEE SHEET 3 FOR LEGAL DESCRIPTION,  
NOTES AND LEGEND.



LINE TABLE		
NUMBER	BEARING	DISTANCE
L5	S79°49'33"E	195.92'
L6	S81°32'57"E	343.56'
L7	S38°18'06"E	99.64'
L8	S51°41'54"W	30.00'
L9	N38°18'06"W	116.70'
L10	N12°31'16"E	12.51'



CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	1558.00'	13°29'31"	366.88'	366.03'	S86°34'19"E
C4	958.00'	11°42'08"	195.66'	195.32'	S73°58'29"E
C5	1042.00'	13°25'32"	244.16'	243.60'	S74°50'11"E
C6	958.00'	3°10'23"	53.05'	53.05'	S79°57'46"E
C7	958.00'	1°55'30"	32.19'	32.18'	S77°24'49"E

PREPARED FOR: **LAKE NONA LAND COMPANY, LLC**  
LAKE NONA SOUTH - NEMOURS PARKWAY PHASE 7 - DRAINAGE EASEMENT NO. 3



**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>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16106</u>	SCALE <u>1"=200'</u>	SHEET <u>2</u>
DATE: <u>07/2018</u>	DATE: <u>07/2018</u>			OF <u>3</u>

# SKETCH OF DESCRIPTION

SEE SHEETS 1 - 2 FOR SKETCH.  
SEE SHEET 3 FOR LEGAL DESCRIPTION,  
NOTES AND LEGEND.

## DESCRIPTION:

That part of Section 25, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Northeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence S11°23'49"E along the Easterly line of said NEMOURS PARKWAY AT LAKE NONA PHASE 1 and the Southeasterly prolongation thereof, for a distance of 125.00 feet to a non-tangent curve concave Northerly having a radius of 3065.00 feet and a chord bearing of N75°23'19"E; thence Easterly along the arc of said curve through a central angle of 06°25'44" for a distance of 343.92 feet to the point of tangency; thence N72°10'27"E, 97.58 feet; thence S13°52'07"E, 2.00 feet; thence N72°10'27"E, 446.49 feet to the point of curvature of a curve concave Southerly having a radius of 774.00 feet and a chord bearing of N79°25'41"E; thence Easterly along the arc of said curve through a central angle of 14°30'29" for a distance of 195.99 feet to the point of compound curvature of a curve concave Southerly having a radius of 1558.00 feet and a chord bearing of S86°34'19"E; thence Easterly along the arc of said curve through a central angle of 13°29'31" for a distance of 366.88 feet to the point of tangency; thence S79°49'33"E, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of S73°58'29"E; thence Easterly along the arc of said curve through a central angle of 11°42'08" for a distance of 195.66 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1042.00 feet and a chord bearing of S74°50'11"E; thence Easterly along the arc of said curve through a central angle of 13°25'32" for a distance of 244.16 feet to the point of tangency; thence S81°32'57"E, 343.56 feet to the point of curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of S79°57'46"E; thence Easterly along the arc of said curve through a central angle of 03°10'23" for a distance of 53.05 feet to the POINT OF BEGINNING; thence continue along the arc of said curve having a radius of 958.00 feet and a chord bearing of S77°24'49"E, through a central angle of 01°55'30" for a distance of 32.19 feet to a non-tangent line; thence S38°18'06"E, 99.64 feet; thence S51°41'54"W, 30.00 feet; thence N38°18'06"W, 116.70 feet; thence N12°31'16"E, 12.51 feet to the POINT OF BEGINNING.

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

## NOTES:

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- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
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## LEGEND

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L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)

## PREPARED FOR:

**LAKE NONA LAND COMPANY, LLC**

LAKE NONA SOUTH  
NEMOURS PARKWAY PHASE 7 - DRAINAGE EASEMENT NO. 3



**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>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO.	SCALE	SHEET <u>3</u>
DATE: <u>07/2018</u>	DATE: <u>07/2018</u>	16106	N/A	OF <u>3</u>



# **GREENEWAY IMPROVEMENT DISTRICT**

**Agreement for Professional Landscape  
Architectural Services with  
Innovations Design Group, Inc.**

**AGREEMENT FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL SERVICES  
BETWEEN GREENEWAY IMPROVEMENT DISTRICT  
AND INNOVATIONS DESIGN GROUP, INC.  
(Centerline Drive – Phase 2)**

**This Professional Landscape Architectural Services Agreement** (“Agreement”) is made and entered into this 19<sup>th</sup> day of November, 2018, by and between:

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

**Innovations Design Group, Inc.**, a Florida corporation, with a mailing address of 1200 Hillcrest Street, Suite 305, Orlando, Florida 32854 (the “Landscape Professional,” together with District, the “Parties”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, and by an ordinance adopted by the City of Orlando, Florida; and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, the District has need to retain an independent contractor to provide professional landscape architectural services; and

**WHEREAS**, the Landscape Professional submitted a proposal and represents that it is qualified to provide professional landscape architectural services; and

**WHEREAS**, the District intends to employ the Landscape Professional to perform professional landscape architectural services and such other work as defined in separate work authorizations; and

**WHEREAS**, the Landscape Professional shall serve as the District’s professional representative in the design, preparation of plans, estimation of construction costs, and installation oversight of the construction of hardscape and landscape improvements, and related infrastructure, and will give consultation and advice to the District during the performance of these services, as authorized in each case where services are sought.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

#### ARTICLE 1. SCOPE OF SERVICES

- A) The Landscape Professional will provide professional landscape architectural services to the District relating to design, preparation of plans, estimation of construction costs, and installation oversight of the construction of hardscape and landscape improvements, and related infrastructure. The Landscape Professional's general services for the District include:
1. Preparation of any necessary plans, reports, permits, designs and applications.
  2. Attendance at meetings of the District's Board, as requested.
  3. Meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
  4. Performance of any other related professional services as requested by the Board.
- B) The Landscape Professional shall, when authorized by the Board, prepare or cause to be prepared plans, designs, construction documents and specifications for the construction of hardscape, landscape, and other related improvements as directed by the Board. This may also include providing assistance in drafting forms, proposals and contracts; issuance of certificates of construction and payment; assisting in and/or supervising the bidding processes; and any other related activity required by the Board.
- C) The Landscape Professional shall, when authorized by the Board, provide general services during the construction phase including, but not limited to:
1. Periodic visits to the site, or full-time construction management services, as directed by the District.
  2. Processing of the Landscape Professional's pay estimates.
  3. Final inspection and requested certificates for construction including the final certification of completion.
  4. Consultation and advice during construction, including performing all roles and actions required by any construction contract between the District and any Landscape Professional in which the Landscape Professional is named as owner's representative or Architect.
  5. Any other activity required by the Board.

#### ARTICLE 2. METHOD OF AUTHORIZATION

Each service or task shall be authorized in writing by the District. Written authorization

for any work shall be incorporated in a Work Authorization set forth in Exhibit A, attached hereto and incorporated herein by reference, which shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract, if any, shall be at the sole option of the District.

### ARTICLE 3. COMPENSATION

It is understood and agreed that the compensation to the Landscape Professional for services shall be in accordance with this contract. At the District's sole discretion, either of the following methods shall be utilized:

- A) Hourly Personnel Rates. For services or projects where the scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates, Landscape Professional shall be compensated in accordance with the hourly rates set forth in Exhibit B, attached hereto and incorporated herein by reference. To the extent there is any conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement shall control. The work to be performed under the hourly rate schedule shall be stipulated in a Work Authorization which defines the scope of services authorized. Hourly rate schedules may be adjusted as agreed to by the parties every twelve (12) months from the date of execution of this Agreement.
- B) Lump-Sum Amount or Cost-Plus-a-Fixed-Fee Amount. The District and Landscape Professional may mutually agree to a lump-sum amount or cost-plus-a-fixed-fee amount for services to be rendered payable in proportion to the work accomplished. Such a lump-sum or cost-plus-a-fixed-fee agreement shall be set forth in a separate written agreement or Work Authorization approved by the Board. A lump-sum or cost-plus-a-fixed-fee agreement may contain provisions which are different than the provisions contained herein and may be written to encompass the entire agreement of the Parties for the particular scope of services defined in the lump-sum agreement.
- C) Truth in Negotiation Certificate. For any lump-sum or cost-plus-a-fixed-fee architectural contract entered into between the District and the Landscape Professional, over the threshold amount contained in section 287.017, *Florida Statutes*, for Category Four, as amended, Landscape Professional shall provide the District with a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

#### ARTICLE 4. PAYMENTS

The District shall provide payment within forty-five (45) days of receipt of invoices or as may be required by Florida's Prompt Payment Act. Each invoice will be accompanied by a description of the activities completed during the representative period.

#### ARTICLE 5. REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by Landscape Professional, its employees, or its previously-approved consultants in the interest of the project for the incidental expenses listed as follows:

- A) Expenses of transportation and living when traveling in connection with the project, for long distance calls and facsimiles, and fees paid for efforts to secure approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and the District's travel policy.
- B) Expenses incurred in the reproduction, postage, expedited delivery fees, and handling of drawings and specifications except those used for in-house purposes.

#### ARTICLE 6. SPECIAL CONSULTANTS

Should a need arise for the Landscape Professional to retain special consultants, the terms and conditions of such retention, including but not limited to compensation and reimbursement issues, shall be negotiated by the Landscape Professional and the District, and then reduced to a writing signed by the Landscape Professional and the District's authorized representative.

#### ARTICLE 7. ACCOUNTING RECORDS

Records of the Landscape Professional pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, the Landscape Professional acknowledges that the provisions of Articles 11 and 15 of this Agreement may apply to these records.

#### ARTICLE 8. REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by the Landscape Professional pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by any person other than the



District. All documents including drawings and specifications furnished by the Landscape Professional to the District are subject to reuse by the District in accordance with section 287.055(10), *Florida Statutes*, subject to a mutually agreeable fee for reuse of such documents. The Landscape Professional reserves the right to reuse the individual components and architectural details contained in the drawings and specifications furnished to the District that are standard to the industry.

ARTICLE 9. ESTIMATE OF COST

The budget for each project shall be determined in the schematic design phase and documented in the appropriate Work Authorization as described in Article 2. In the event the construction bid is higher than the budgeted amount, the Landscape Professional will review value engineering proposals, without additional cost to the District, until the cost is at or below the budgeted amount. If, after schematic design phase, the District requests changes to design that will affect the budgeted amount, the Landscape Professional will provide documentation to the District of the adjusted budget amount prior to the commencement of such work. Revisions to the construction documents, if required, will be provided by the Landscape Professional on a time and material basis.

Since neither the Landscape Professional nor the District has control over the cost of labor, materials or equipment or over the Landscape Professional’s methods of determining prices, or over competitive bidding or market conditions, the Landscape Professional’s opinions of probable cost provided as a service hereunder are to be made on the basis of the Landscape Professional’s experience and qualifications and represent the Landscape Professional’s best judgment as a design professional familiar with the construction industry.

ARTICLE 10. INSURANCE

The Landscape Professional shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

<u>Workers Compensation</u>	<u>Statutory</u>
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$1,000,000
Automobile Liability (if applicable)	Combined Single Limit \$1,000,000
<i>Bodily Injury</i>	
<i>Property Damage</i>	
Professional Liability for Errors and Omissions	\$1,000,000/\$2,000,000

The District, its officers, supervisors, agents, staff, employees, and representatives shall

be named as additional insured parties. Landscape Professional shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If Landscape Professional fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Landscape Professional shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### ARTICLE 11. CONTINGENT FEE PROHIBITED

The Landscape Professional agrees that it has not employed or retained any company or person, other than a bona fide employee working solely for the Landscape Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Landscape Professional, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

#### ARTICLE 12. AUDIT

The Landscape Professional agrees that the District or any of its duly authorized representatives shall, until the expiration of five (5) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the Landscape Professional involving transactions related to the Agreement. The Landscape Professional agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or as required by applicable Florida record retention laws, whichever occurs later.

#### ARTICLE 13. INDEMNIFICATION

- 23) Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- 23) Landscape Professional, its employees, agents, designees and subcontractors shall defend, hold harmless and indemnify the District and

District's directors, officers, staff, employees, and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and costs, to the extent caused by the acts or omissions of Landscape Professional, and other persons employed or utilized by Landscape Professional in the performance of this Agreement or the work or services performed hereunder up to the amount of Three Million Dollars (\$3,000,000). By executing this Agreement, Landscape Professional agrees such indemnification amount bears a reasonable commercial relationship to the Agreement.

#### ARTICLE 14. LIMITATION OF DISTRICT'S LIABILITY

The Landscape Professional and District agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to section 768.28, *Florida Statutes*, or any other statute or law.

#### ARTICLE 15. NO THIRD PARTY BENEFITS

Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

#### ARTICLE 16. PUBLIC RECORDS

The Landscape Professional understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Landscape Professional agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Landscape Professional acknowledges that the designated public records custodian for the District is Jill Cupps ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Landscape Professional shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Landscape Professional 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 Landscape Professional'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 Landscape Professional, the Landscape Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE LANDSCAPE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE LANDSCAPE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, [jillc@fishkind.com](mailto:jillc@fishkind.com), OR 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.**

ARTICLE 17. EMPLOYMENT VERIFICATION

The Landscape Professional agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

ARTICLE 18. CONTROLLING LAW

The Landscape Professional and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be Orange County, Florida.

ARTICLE 19. ASSIGNMENT

Neither the District nor the Landscape Professional shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other.

ARTICLE 20. AMENDMENT

Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

ARTICLE 21. TERMINATION OF AGREEMENT

The District agrees that the Landscape Professional may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Landscape Professional agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Landscape Professional. The District shall provide thirty (30) days written notice of termination without cause.

At such time as the Landscape Professional receives notification of the intent of the District to terminate the Agreement, the Landscape Professional shall not perform any further services unless directed to do so by the Board. Upon any termination of this Agreement, and as the Landscape Professional's sole and exclusive remedy for any termination hereunder, the Landscape Professional shall be entitled to payment for all services actually rendered to the date of termination and all reimbursable expenses incurred to the date of termination, subject to whatever claims or off sets the District may have against the Landscape Professional.

#### ARTICLE 22. RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

#### ARTICLE 23. ACCEPTANCE

Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Landscape Professional in the spaces provided below. This Agreement may be signed in any number of counterparts, and electronic signatures may be used to sign this Agreement.

#### ARTICLE 22. AUTHORIZATION

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

#### ARTICLE 23. SEVERABILITY

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

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have caused these present to be executed the day and year first above written.

**GREENEWAY IMPROVEMENT  
DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chairperson, Board of Supervisors

**INNOVATIONS DESIGN GROUP, INC.**

\_\_\_\_\_  
Witness

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

**Exhibit A:** Form of Work Authorization

**Exhibit B:** Schedule of Rates

## **Exhibit A**

**WORK AUTHORIZATION #**\_\_\_\_  
\_\_\_\_\_, 2018

Greenway Improvement District  
12051 Corporate Boulevard  
Orlando, Florida 32817

Subject: **Work Authorization Number** \_\_, **Greenway Improvement District**

Dear Chairperson, Board of Supervisors:

Innovations Design Group, Inc. ("Landscape Professional") is pleased to submit this work authorization to provide professional services for the Greenway Improvement District. We will provide these services pursuant to our current agreement dated \_\_\_\_\_, 2018 ("Agreement") as follows:

**I. Scope of Work**

Greenway Improvement District ("District") hereby engages the services of Landscape Professional to perform the work described in Attachment A, attached hereto.

**II. Fees**

The District will compensate Landscape Professional in accordance with the terms of the Agreement and Attachment A.

This proposal, together with the Agreement, represents the entire understanding between the District and Landscape Professional with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Innovations Design Group, Inc. We look forward to helping you create a quality project.

Sincerely,

\_\_\_\_\_  
Authorized Representative of  
Innovations Design Group, Inc.

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Greenway Improvement District  
Date: \_\_\_\_\_

## **Attachment A**



**EXHIBIT B**  
**Schedule of Rates**



# **GREENEWAY IMPROVEMENT DISTRICT**

**Kellogg Avenue Compost Addition**  
*(provided under separate cover)*



# **GREENEWAY IMPROVEMENT DISTRICT**

**Requisition Nos. 588-595 Approved in October 2018  
in an amount totaling \$376,074.06**

# 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 October 1, 2018 through October 31, 2018. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
588	Boggy Creek Improvement District	\$74.17
589	Donald W. McIntosh Associates	\$5,608.71
590	National Flood Insurance Program	\$8,250.00
591	Hopping Green & Sams	\$988.50
592	Dewitt Excavation	\$325,037.56
593	Dix.Hite + Partners	\$1,670.00
594	Donald W. McIntosh Associates	\$32,793.12
595	Orlando Utilities Commission	\$1,652.00
		<b>\$376,074.06</b>

**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:** 588
- (B) **Name of Payee:** Boggy Creek Improvement District
- (C) **Amount Payable:** \$74.17
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
  - 1. Reimbursement for Construction-Related Legal Advertising, Split Between Boggy Creek, Greeneway, and Myrtle Creek, Paid to Orlando Sentinel Out of Boggy Creek O&M Funds – **\$74.17**
- (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.

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.

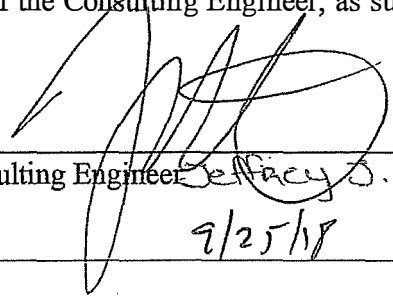
GREENEWAY IMPROVEMENT  
DISTRICT

  
Responsible Officer Rob Adams

Date: 9/28/18

#### 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: 9/25/18



**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:** 589
- (B) **Name of Payee:** Donald W. McIntosh Associates
- (C) **Amount Payable:** \$5,608.71
- (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 35636 for Project 23216 (Lake Nona Greenway) Through 09/07/2018 – **\$5,608.71**
- (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.

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.

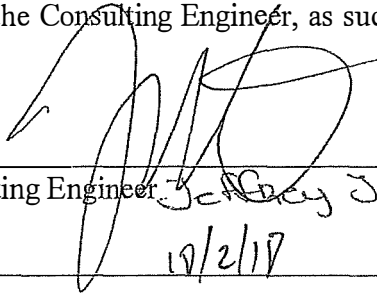
GREENEWAY IMPROVEMENT  
DISTRICT

  
Responsible Officer Rob Adams

Date: 10/10/18

**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: 10/2/18

**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:** 590
- (B) **Name of Payee:** National Flood Insurance Program
- (C) **Amount Payable:** \$8,250.00
- (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. Nemours Parkway Phase 6 FEMA LOMR Application Fee – **\$8,250.00**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

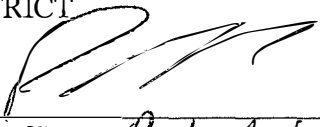
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013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

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

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

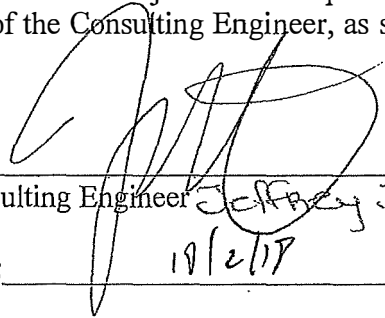
*Rob Adams*

Date:

*10/10/14*

**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:

*10/2/17*

**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:** 591
- (B) **Name of Payee:** Hopping Green & Sams
- (C) **Amount Payable:** \$988.50
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
  - 1. Invoice 102809 for Project Construction through 08/31/2018 – **\$988.50**
- (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.

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

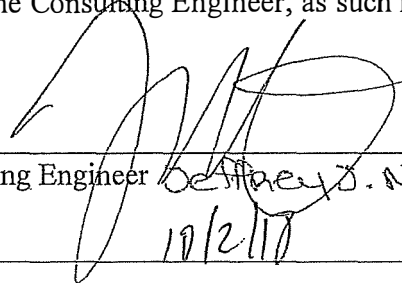


Responsible Officer Rob Adams

Date: 10/10/18

**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 Geoffrey J. Newton, P.E.

Date: 10/2/18

**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:** 592
- (B) **Name of Payee:** DeWitt Excavation
- (C) **Amount Payable:** \$325,037.56
- (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 #6 for Lake Nona Hartwell Court Extension Through 09/30/2018 – **\$325,037.56**
- (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.

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

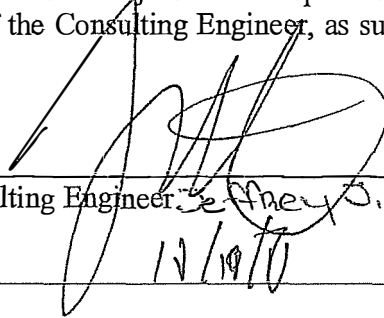


Responsible Officer Rob Adams

Date: 10/16/18

**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 D. Newton, P.E.

Date: 12/19/18



**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:** 593
- (B) **Name of Payee:** Dix.Hite + Partners
- (C) **Amount Payable:** \$1,670.00
- (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 1809075 for Project 21546.6 (Laureate Park Ph7 Offsite Roadway) Through 09/21/2018 – **\$750.00**
  - 2. Invoice 1809079 for Project 21646.4 (Nemours Phase 7) Through 09/21/2018 – **\$920.00**
- (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.

GREENEWAY IMPROVEMENT  
DISTRICT

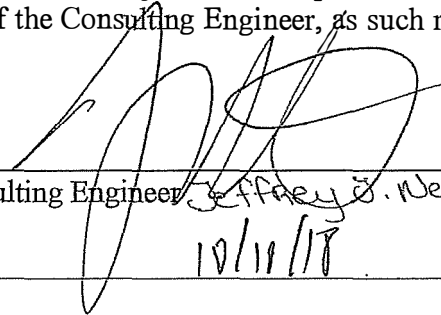


Responsible Officer Rob Adams

Date: 10/16/18

**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: 10/11/18

**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:** 594
- (B) **Name of Payee:** Donald W. McIntosh Associates
- (C) **Amount Payable:** \$32,793.12
- (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 35711 for Project 14052 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 09/07/2018 – **\$17,055.75**
  - 2. Invoice 35712 for Project 16018 (Nemours Parkway Phase 5 Design and Permitting) Through 09/07/2018 – **\$209.37**
  - 3. Invoice 35714 for Project 16106 (Nemours Parkway Phase 7 Design and Permitting and Lift Station No. 7) Through 09/07/2018 – **\$2,503.18**
  - 4. Invoice 35716 for Project 17056 (Laureate Park South Active Park Area on Parcel 24d – Hartwell Court) Through 09/07/2018 – **\$4,587.87**
  - 5. Invoice 35717 for Project 17141 (Centerline Drive Phase 2 (fka Hartwell Court)) Through 09/07/2018 – **\$7,446.25**
  - 6. Invoice 35719 for Project 18129 (Nemours Parkway Phase 7 – Construction Phase Services – GID) Through 09/07/2018 – **\$990.70**
- (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.

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: 10/16/18

**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: 10/16/18

**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:** 595
- (B) **Name of Payee:** Orlando Utilities Commission
- (C) **Amount Payable:** \$1,652.00
- (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. Work Order 654639 for a 4" Reclaim Meter at 14098 Centerline Drive – **\$1,652.00**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

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

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

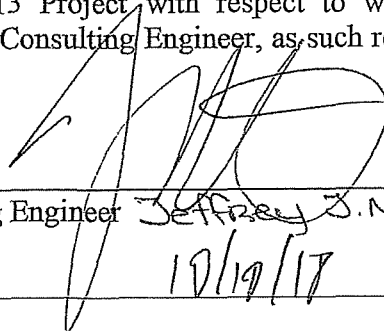


Responsible Officer Rob Adams

Date: 10/16/18

**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: 10/19/18



# **GREENEWAY IMPROVEMENT DISTRICT**

**Operation and Maintenance Expenditures Paid  
in October 2018 in an amount totaling \$32,626.54**



# 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 October 1, 2018 through October 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$32,626.54**

Approval of Expenditures:

---

\_\_\_\_ Chairman

\_\_\_\_ Vice Chairman

\_\_\_\_ Assistant Secretary

11/12/18  
5:12:58 PM

**Greenway Improvement District**  
AP Check Register (Current by Bank)  
Check Dates: 10/1/2018 to 10/31/2018

Page: 1

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
2643	10/04/18	P	VALLEY	BrightView Landscape Services	\$7,085.00
2644	10/04/18	P	DONMC	Donald W. McIntosh Associates	\$798.50
2645	10/04/18	P	EGIS	Egis Insurance Advisors LLC	\$4,769.00
2646	10/04/18	P	HGS	Hopping Green & Sams	\$2,504.91
2647	10/10/18	P	DEO	Dept. of Economic Opportunity	\$175.00
2648	10/10/18	P	MLM	Michael's Lighting Maint.	\$411.75
2649	10/10/18	P	VENTUR	VenturesIn.com, Inc.	\$105.00
BANK SUN REGISTER TOTAL:					\$15,849.16
GRAND TOTAL :					\$15,849.16

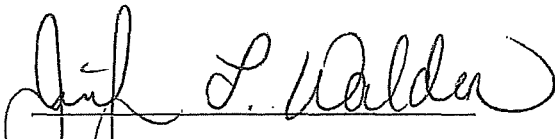
◇  
15,849.16  
BCID 7,689.6 +  
OVC 9,087.78 +  
32,526.54 G+

## GREENWAY IMPROVEMENT DISTRICT

Payment Authorization #362

9/28/2018

Item No.	Payee	Invoice Number	General Fund
1	<b>BrightView Landscape Services</b>		
	Clock 20 Repairs	5952827	\$ 252.00
	Irrigation Repairs	5952846	\$ 220.50
	Clocks 22 & 21 Repairs	5952849	\$ 646.50
	Irrigation Repairs	5952850	\$ 211.00
	Zone #7 Repair	5952856	\$ 285.00
	Zoysia Grass Replacement	5952891	\$ 4,255.00
	Mandevilla Plant Installation	5952894	\$ 1,215.00
2	<b>Donald W McIntosh Associates</b>		
	Engineering Services Through 09/07/2018	35635	\$ 798.50
3	<b>Egis Insurance &amp; Risk Advisors</b>		
	FY 2019 Insurance	8023	\$ 4,769.00
4	<b>Hopping Green &amp; Sams</b>		
	General Counsel Through 08/31/2018	102808	\$ 2,504.91
<b>TOTAL</b>			<b>\$ 15,157.41</b>

  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson

  
9/29/18

RECEIVED OCT 01 2018

# GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #363

10/5/2018


Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Boggy Creek Improvement District September ICM Expenses <i>pd online 10/10/18</i>	ICM2018-12	\$ 7,689.60	FY 2018
2	Department of Economic Opportunity FY 2019 Special District Fee	72301	\$ 175.00	<del>FY 2019</del>
3	Michael's Lighting & Electric Night Lighting Check 09/29/2018	6899	\$ 81.25	FY 2018
	Bridge Lighting Replacement	6921	\$ 330.50	<del>FY 2019</del>
4	VenturesIn.com October Application Hosting	44046	\$ 105.00	<del>FY 2019</del>

TOTAL \$ 8,381.35

  
Secretary/Assistant Secretary

Chairperson

FY 2018 7,770.85  
~~FY 2019~~ 610.50

  
10/6/18

RECEIVED OCT 06 2018

# GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #364

10/12/2018

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Brightview Landscape Services October Landscape Maintenance	5977968	\$ 16,660.25	FY 2019
2	ouc pd online 10/19/18 Acct: 8795843030 ; Service 09/04/2018 -10/02/2018		\$ 9,087.78	FY 2018

TOTAL \$ 25,748.03

*Jeff L. Wadden*  
Secretary/Assistant Secretary

Chairperson

FY 2018	9,087.78
FY 2019	16,660.25

*Jay*  
10/15/18

RECEIVED OCT 15 2018



# **GREENEWAY IMPROVEMENT DISTRICT**

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

**GREENEWAY IMPROVEMENT DISTRICT**

**Recommendation for Work Authorization / Proposed Services**

Project Name: Street Signs – Laureate Blvd. at School

Brief Description: Decorative Street Signs for New School Site

Name of Consultant / Vendor: OnSight Industries, LLC

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

Is this a continuation of previously authorized work? ☒ Yes ☐ No

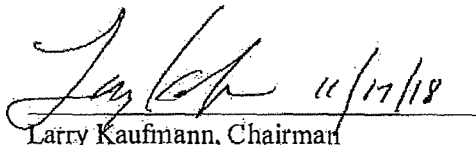
Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 5,015.90

Recommendation: ☒ Approve ☐ Deny

By:

 11/17/18

Larry Kaufmann, Chairman

Boggy Creek Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton





# INVOICE

1-18-230399-1

DATE 7/26/2018  
BALANCE \$5,015.90

AMOUNT ENCLOSED \$

BRAD REED  
FISHKIND & ASSOCIATES  
C/O LAUREATE PARK HOA / GREENEWAY ID / BOGGY  
CREEK ID  
12051 CORPORATE BLVD  
ORLANDO FL 32817  
AMANDA LANE

MAKE CHECKS PAYABLE TO:  
**ONSIGHT INDUSTRIES. LLC.**  
900 CENTRAL PARK DR.  
SANFORD, FL 32771-6634

Invoice Questions? Please call 407.830.8861 or email aaron@thinkonsight.com

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE 1-18-230399-1

7/26/2018

PROJECT DETAIL - PAGE 1



900 CENTRAL PARK DR., SANFORD, FL 32771-6634  
P: 407.830.8861 • F: 407.830.5569

LOCATION GREENEWAY ID  
PROJECT NAME LAKE NONA STREET SIGNS  
CLIENT PO

ORDERED BY BRAD REED

CHARGES	PRICE EACH	QTY	TOTAL
<b>STREET SIGNAGE, CUSTOM</b> (E) 30" X 30" PEDESTRIAN CROSSING, 24" X 12" AHEAD RIDER,	\$388.95	2	\$777.90
<b>STREET SIGNAGE, CUSTOM</b> (F) 30" X 30" SPEED HUMP AHEAD W/ 24" X 18" "NEXT 1.25 MILE" RIDER. 14' POLE AND FINIAL (LAKE NONA STANDARDS)	\$393.15	1	\$393.15
<b>STREET SIGNAGE, CUSTOM</b> COMBO STREET BLADE/STOP SIGNS LAUREATE BLVD (8300) / WALCOTT AV, 13' POST	\$596.15	1	\$596.15
<b>STREET SIGNAGE, CUSTOM</b> COMBO STREET BLADS/STOP SIGNS LAUREATE BV (7000) / BENAVENTE AV (13000), 13' POST	\$596.15	1	\$596.15
<b>STREET SIGNAGE, CUSTOM</b> (C) 30" X 24' SPEEDING FINES DOUBLED W/ 12' POST AND FINIAL. (LAKE NONA STANDARDS)	\$251.00	2	\$502.00

Thank you for your business!  
Visit us online at [www.thinkONSIGHT.com](http://www.thinkONSIGHT.com)

INVOICE 1-18-230399-1

7/26/2018

PROJECT DETAIL - PAGE 2



900 CENTRAL PARK DR., SANFORD, FL 32771-6634  
P: 407.830.8861 • F: 407.830.5569

LOCATION GREENEWAY ID

PROJECT NAME LAKE NONA STREET SIGNS

CLIENT PO

ORDERED BY BRAD REED

## CHARGES

PRICE EACH QTY TOTAL

## STREET SIGNAGE, CUSTOM

\$388.95 1 \$388.95

(G) 30" X 30" SCHOOL CROSSING W/ 24" X 12" "AHEAD" RIDER  
WITH 13' LAKE NONA STANDARD POST & FINIAL

## STREET SIGNAGE, CUSTOM

\$330.80 2 \$661.60

(B) 24" X 30" END SCHOOL ZONE W/ 13' POST AND FINIAL  
(LAKE NONA STANDARDS)

## LABOR / INSTALLATION, INSTALL - ORLANDO, LOCAL 15-30

\$1,100.00 1 \$1,100.00

QUOTED INSTALLATION OF (15) TRAFFIC SIGNS WITH CEMENT

INSTALLATION – COMPLETE – \*\*INSTALLER NOTES: ALL PRODUCT INSTALLED /  
DELIVERED AS PER WORK ORDER.

SUB-TOTAL: \$5,015.90

TOTAL: \$5,015.90

PAYMENTS RECEIVED - THANK YOU!

BALANCE DUE: \$5,015.90

## WORK COMPLETED

- ✓ COMPLETED - THESE ARE REPLACING THE DOT SIGNS THAT ARE IN THE SCHOOL ZONE ON LAURETTE BLVD. THERE ARE JUST A FEW CROSSWALKS THAT ARE DOT ON THE OTHER ON TAVISTOCK LAKES BLVD. MAP OF AREA UPLOADED.

Thank you for your business!

Visit us online at [www.thinkONSIGHT.com](http://www.thinkONSIGHT.com)



**GREENWAY IMPROVEMENT DISTRICT**

**Recommendation for Work Authorization / Proposed Services**

Project Name: Centerline Drive Phase 2

Brief Description: Landscape & Irrigation Design Services

Name of Consultant / Vendor: Innovations Design Group, Inc.

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

Is this a continuation of previously authorized work? ☒ Yes ☐ No

Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 15,250.00

Recommendation: ☒ Approve ☐ Deny

By:

 11/17/18

Larry Kaufmann, Chairman

Boggy Creek Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton

# EXPRESSION OF INTEREST AND PROPOSAL

## CENTERLINE DRIVE-PHASE 2

LAKE NONA, FLORIDA

### PROPOSAL FOR: LANDSCAPE ARCHITECTURAL SERVICES

November 5, 2018

#### Presented to:

Mr. Richard Levey  
Board of Supervisors  
Greenway Improvement District  
12051 Corporate Blvd.  
Orlando, Florida 32817

#### Prepared by:

Pete Dykstra  
Principal



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<b>PROJECT FEE</b>	<b>10</b>
<b>TERMS AND CONDITIONS</b>	<b>12</b>

LETTER OF INTEREST  
CENTERLINE DRIVE

Mr. Richard Levey  
Board of Supervisors  
Greenway Improvement District  
12051 Corporate Blvd.  
Orlando, Florida 32817

November 5, 2018

Re: CenterlineDrive Phase 2

Dear Mr. Levey,

Thank you for the opportunity to submit a proposal for the Landscape and Irrigation for Phase 2 of Centerline Drive. We feel that we have a solid understanding of the direction and needs of the project and our team is excited to work with you on this project.

We feel that we can accommodate your needs for an aggressive turnaround of the Code Minimum through Construction Documents packages. The following proposal will outline our steps, fees, and schedule.

In the mean time, if you have any questions, please do not hesitate to contact myself or Matt Mcfadden.

Kind Regards,

A handwritten signature in black ink, appearing to read "Pete Dykstra". The signature is fluid and cursive, with the first name "Pete" and last name "Dykstra" clearly distinguishable.

Pete Dykstra  
Principal

## SCOPE OF SERVICE

Innovations Design Group (IDG) is pleased to provide the following proposal agreement for Centerline Drive Phase 2. The scope of services covers the new roadway design at Lake Nona. Design efforts shall be focused on the project's landscape and irrigation design.

### **Owner Responsibilities**

The client agrees to provide the following information.

1. Project budget and breakdown
2. Provide any lighting layout
3. Provide any signage layout
4. An accurate boundary survey including a tree survey
5. Existing utilities, utility pad locations, and existing street lighting
6. Any engineering or environmental restraints
7. Final civil engineering base plans
8. Architectural base plans and elevations
9. Any additional information, which may restrict the use of the site
10. Desired development goals and program
11. All surveys and base information to be submitted in AutoCad format (.dwg)
12. It is the client's responsibility to review this proposal and cross reference it against their other consultant's (Architect, Civil, MEP, etc.) proposals to determine if there are any scope items not covered by any proposal.

### **Task 1: Code Landscape and Irrigation Drawings**

Permit Landscape Plans that address building and buffer requirements, Tree mitigation, minimum tree planting requirements and irrigation plans. These plans are to satisfy permit requirements, but additional planting may be incorporated above code in consideration of the overall aesthetic of the site. Plans shall be signed and sealed as required.

The Client agrees to provide the Landscape Architect with an accurate boundary survey of the property and final civil engineering plans including a tree survey, as well as any additional information which may restrict the use of the site: such as existing utilities, utility pad locations, existing street lighting, floor plan elevations and/or other engineering or environmental restraints. Provided plans shall be in AutoCad format. The Landscape Architect shall verify that all code minimum requirements are met as designated by the appropriate land development codes.

### **Exclusions:**

Any attendance at County or City meetings will be charged at an hourly rate in accordance with the rate fees below.

Design efforts beyond code required landscape and irrigation shall fall under separate



Proposal.

Hardscape design, Lighting, Site Furnishings are excluded from the scope of work.

Civil Engineer to provide water source for irrigation plans. Water use permitting is not included.

Revisions per City or County comments shall be included. Any design revisions, changes to site plan after plans are complete shall constitute an additional service.

### **Task 2: Conceptual Design**

To commence upon the Client's written acceptance of this proposal, and in line with the Client's schedule. IDG shall review and refine the concept based on the civil base plan. It will illustrate the overall area development design for the project's roadway design and will match the existing roadway. We will develop the site plan for the project showing the location of all landscape layout, plant types, and irrigation layout.

#### **Deliverables:**

- Development of up to (2) design options
- Development of illustrative conceptual site plan (1 per option)
- Development of illustrative conceptual enlargements plan for specialty areas (1 enlargement for each area)
- Color rendered elevations, sections and/or perspectives to further describe the design concept (up to 3)
- Preparation of imagery boards to illustrate a design theme (up to 1 per option)
- Preliminary plant palette including plant images
- Inspiration images

#### **Meetings:**

- Kick off meeting for design
- Presentation meeting

#### **Submittals:**

- Conceptual design boards
- Submittals are presented in illustrative (graphic) format

#### **Exclusions:**

- Any changes to the architectural or civil base plans affecting the landscape architectural scope of work will constitute an additional service.
- After initial presentation IDG will incorporate client comments into a final conceptual design. Any further revisions to the final conceptual design shall constitute an additional service.

At the conclusion of the conceptual design phase, IDG will develop a checklist of coordination items that are to be addressed during the next phase with the project team.

### **Task 3: Construction Documents**

Innovations Design Group will prepare construction documents based on approved design drawings setting forth in detail the landscape architectural construction requirements including any Covenant, Codes, and Restrictions.

Following the presentation of the previous design package and written authorization to proceed, Innovations Design Group will incorporate the client comments into the construction drawings.

Landscape drawings will be coordinated with the architects and the engineers if necessary. The local architect/engineer will provide verification of all local building and planning approval requirements during all phases of the project.

#### **Deliverables:**

- Grading plans: These drawings will indicate general external landscape spot elevations as appropriate in planting areas, drainage points etc. All drainage, grates catch basins, underground pipes, buried services; drainage calculations etc are the responsibility of the civil engineers or MEP and are beyond the scope of the landscape architect's services.
- Landscape planting plans: These plans will indicate the location of specimen or mature trees, nursery grown trees, shrubs, groundcovers, and turf areas etc., and will be supported by plant schedules and quantities. Innovations Design Group will also provide construction level details for trees, shrubs, and groundcovers. The plans will indicate existing trees that will require removal or transplanting or material to be retained and protected. Planting plans will be prepared, at scale TBD for all areas within the scope of this proposal.
- Irrigation: IDG will develop final main line routing plan, develop zoned irrigation plans, head layouts, sleeve locations, flow and pressure requirements, provide details, and technical specification. They will also indicate point of service, and output requirements. Design specifications for wells and pumps shall be provided by the well contractor. Water use permitting to be provided by others.

#### **Meetings:**

- Coordination meetings as needed

#### **Submittals:**

- 50% construction documents package
- 100% construction documents package

**Exclusions:**

- Innovations Design Group will review the civil engineer's or MEP design development documents to ensure conformance with design intent. Innovations Design Group will provide written comments to the civil engineer or MEP and owner.

**Task 4: Bidding Assistance and Bid Packages****1. Bidder clarification**

The consultant shall assist with review of all bidders' questions and where applicable to the consultant's services, prepare appropriate responses in a timely manner so as not to delay the procurement process or result in a delay in achieving any key date, for the client's approval before issue to contracts. All addenda and bulletins may only be issued with the client's approval. All correspondence with bidders shall be copied to the client.

**2. Bidder addenda**

The consultant shall, subject to the approval of the client, assist with the preparation of any addendum to the construction documents if and when required. The addendum shall be issued to all bidders for incorporation into their bid in a timely manner so as not to delay the procurement process or result in a delay in achieving any key date.

**3. Bidder evaluation**

- a. The consultant, if required by the client, shall attend pre-bid meetings.
- b. The consultant, if requested by the client, shall assist with the evaluation of the contractor bids and preparation of a bid report with analysis and recommendations.

**4. Award of construction contracts**

- a. The consultant, if required by the client, will assist in the discussions and negotiations with the bidders through contract award.
- b. The consultant shall prepare and complete the contract documentation. The compilation of the contract documentation is an important service that must be completed prior to commencement of any works on site. The consultants should take initiative in this regard and shall be held fully responsible for any delay in compiling the contract documents.
- c. Innovations Design Group shall attend three (3) Pre-Construction meeting with the owner, design team, and the selected contractor.

The consultant will submit all project reports, drawings, and documents in the format listed below and recorded on computer media (3 copies) using software and formats standardized and approved by the client. All items under this schedule are deemed to be covered in the fee. The consultant is to obtain the clients approval on any format of the

submission where stated. Perspectives shall be computer generated and are not currently included in this proposal.

5 hard copies formats directed by the owner for all drawings, valid for construction.

### **Task 5: Construction Administration**

To commence upon the Client's written acceptance of this proposal, and in line with the construction schedule. IDG will provide construction administration services based on the outline below.

#### **Deliverables:**

- Innovations Design Group (IDG) shall assist in the review of revisions, and substitutions for items specifically designed through constructions documents by Innovations Design Group for conformance to the design intent and technical requirements outlines in the specifications. Innovations Design Group has not included within the scope of this agreement nor anticipate any travel or travel time to review products, samples, or interviews of contractors beyond normal review at Innovations Design Group's or the owner's offices or the job site.
- IDG shall assist in the review of revisions, and substitutions for items specifically designed through constructions documents by Innovations Design Group for conformance to the design intent and technical requirements outlined in the specifications.
- IDG shall provide clarification to the contractor's questions regarding Innovations Design Group documents. Innovations Design Group shall be responsible for only the time required for normal and customary coordination and clarification.
- IDG will assist you in issuing the documents for pricing and evaluating the quotations. Evaluate compliance with the design intent, review the installation process to ensure the contractor's understanding, and conduct final inspection and punch list at the completion of the installation of all the signage elements initially purchased as a result of our design services.
- IDG will provide reports on any site visits. Reports will consist of written field observations and notes. Photographs and marked up plans at IDG's discretion.

#### **Meetings:**

- IDG shall attend one (1) kick-off meeting with the owner, design team, and the selected contractor to coordinate the landscape architectural scope of work.
- IDG will attend OAC call-in meetings on an as-needed basis. Owner/contractor to coordinate attendance.

#### **Site Visits/ Inspections:**

- During the construction and implementation phase, Innovations Design Group shall provide periodic site observation services and the required office follow-up for the project. The site observation services shall consist of primarily a senior landscape architect and will be supplemented by other landscape architectural staff as needed. The services will include office follow-up, field reports and observation; the preparation of punch lists.
- IDG will make (3) three site visits during construction.
  - (1) One at 50% completion to inspect work in progress
  - (1) One at 100%/ substantial completion for final punch list.
  - (1) One for final certification.

**Included hours:**

- In office work, RFIs, submittals, reports, phone calls, etc.: **10 Hours**
- Out of office work, Meetings, site visits, etc.: **10 Hours**
- Hours are based on senior associate rates

**Exclusions:**

- The associated fee for this phase of work is based on the hours outlined above. Additional hours, design revisions, meetings or site visits will constitute an additional service.
- Innovations Design Group has not included within the scope of this agreement nor anticipate any travel or travel time to review products, samples, or interviews of contractors beyond normal review at Innovations Design Group's or the owner's offices or the job site.

## SCHEDULE

The indicative schedule below forms the basis for our proposal, staffing requirements and efforts of the design team. It will be discussed and reviewed with you at greater length, in order to establish and agree upon a firm schedule. Time frames indicated are from agreed upon start dates and not from receipt of signed proposal or contract.

Task 1: Cde level Landscape and irrigation	1.0 weeks
Task 2: Conceptual Design	2.0 weeks
Task 3: Construction Documents	3.0 weeks
Task 4: Bidding Assistance	1 week
Task 5: Construction Administration	(20 man hours)

## PROJECT FEES

### Design Service Fee

The professional fees for our services are set out below. The fee covers Code level drawings through construction administration. In addition to our Professional Fees, we are reimbursed for our out of pocket expenses as noted in the enclosed Terms and Conditions.

#### Base Fees (Labor only)

Task 1: Code level Landscape and Irrigation	\$2,500.00
Task 2: Conceptual Design	\$3,500.00
Task 3: Construction documents	\$4,250.00
Task 4: Bidding Assistance	\$1,500.00
Task 5: Construction Administration	\$2,000.00

<b>Total Fees</b>	<b>\$13,750.00</b>
-------------------	--------------------

#### Consultant Fees

Lighting Design	Excluded
Irrigation Design	Included
<u>Structural Engineer (consultant)</u>	<u>Excluded</u>

<b>Total Fees</b>	<b>-</b>
-------------------	----------

### 1. Reimbursable Expenses:

Estimate: **\$1,500.00**

Reimbursable expenses are defined as:

- 1) Project related travel: Mileage, Flights, and Tolls. Travel time is to be deducted from the associated design phase budget.
- 2) Reprographics: large format printing; color printing, black and white printing, specialty printing and mounting.
- 3) Shipping/Mail: Project related shipping of drawings, samples, correspondences, etc.

**2. Additional Services:**

Professional services requested by the Client which are in addition to those listed in this scope of work will be performed only when approved by the Client in writing. Additional services will be billed at the following hourly rates.

<i><u>Personnel Category</u></i>	<i><u>Hourly Rate</u></i>
Principal	\$150
Vice President	\$135
Senior Associate	\$120
Associate	\$100
Senior Designer	\$85
Designer	\$70
Administrative	\$50

## TERMS AND CONDITIONS

### ASSUMPTIONS AND EXCLUSIONS

#### A. Project Assumptions:

1. Owner Approvals - Written or Verbal requests by the Client to commence the next phase of work shall constitute approval of the previous phase of work.
2. Base Information / Survey – The Client shall provide electronic base and/or site survey files that are suitable for Consultant's use in the preparation of design documents. These base files shall clearly indicate property lines, building footprints, curbs, existing and proposed utilities, existing and proposed improvements and other pertinent information deemed necessary by Consultant to prepare documents. Project scheduling is dependent upon receipt of base materials.
3. Structural Engineering - a Structural Engineer, when not included as part of the scope of this proposal, contracted by others, shall be responsible for reviewing any necessary landscape design features and/or improvements. No structural engineering shall be provided under the Consultant's scope of services.
4. Geotechnical Engineering - a Geotechnical Engineer, directly contracted by others, shall be responsible for reviewing and providing details and recommendations pertaining to any necessary landscape design features and/or improvements. No geotechnical engineering services will be provided under the Consultant's scope of services.
5. Architectural/Interior Design Services – No architectural/interior design services shall be provided under the Consultant's scope of services.
6. Civil Engineering - a Civil Engineer, directly contracted by others, shall be responsible for providing design grading & drainage input for the project. The Consultant will review these documents for general conformance with the landscape design intent. No civil engineering shall be provided under the Consultant's scope of services.
7. Electrical Engineering - an Electrical Engineer, directly contracted by others, shall be responsible for electrical design. No electrical engineering shall be provided under Consultant's scope of services.
8. Lighting Design Consultant – A Lighting Design Consultant, when not included as part of the scope of this proposal, directly contracted by others, shall be responsible for lighting design and photometric analysis. No electrical engineering shall be provided under Consultant's scope of services.
9. Mechanical Engineering - a Mechanical Engineer, directly contracted by others, shall be responsible for providing mechanical engineering. No mechanical engineering shall be provided under Consultant's scope of services.
10. Meetings – Meetings during the design phases as described in this Scope of Services are to be held at the job site or office of the Consultant/Client. Meetings above and beyond those outlined in the scope of services will be provided as an additional service.
11. Client-Initiated Program and Budget Revisions - The Consultant will endeavor to design the Client's development program to the Client's established landscape budget at the project's inception. Preparation of Client initiated revisions to the approved design documents representing a ten percent (10%) or greater modification to the



Client's established landscape budget and/or design program will be considered an additional service and will be subject to additional fees per the attached billing rates. These Client initiated revisions will be subject to an extension to the proposed design duration/schedule.

12. The Consultant assumes that the outlined base scope of services submittals will be used for all City and County Entitlement Submittal(s), if necessary. Submittals beyond the amount listed in this phase will be billed as Additional Services as described in this agreement.

**B. Additional Services:**

The following items, if requested, will be considered as Additional Services to be paid in addition to the fees indicated herein for amounts as mutually agreed.

1. Services or products requested beyond the scope of work and products as described.
2. Costs for staff associated with meetings other than those outlined in the above scope of services.
3. Proposal exclusions that the Client deems to be Consultant's responsibility.
4. Services requested on a segregated bid basis. The Consultant assumes that this project will be designed and prepared in one contiguous effort.
5. Modifications to the project Scope of Work and/or Limit of Work as outlined in the aforementioned assumptions and this proposal.

**C. Exclusions:**

Services not included in this scope of services include the following:

1. Topography, utility, and boundary surveys
2. Existing tree and plant material survey and evaluation
3. Geotechnical investigation and reports
4. Interior design services for the building (pool cabana) and related structures
5. Civil, mechanical, electrical engineering
6. Storm water management system design and engineering
7. Signage and environmental graphics design
8. Erosion and Sedimentation plans and analysis
9. Design, coordination, and procurement of Furniture, Fixtures and Equipment (FF&E)
10. LEED certification and/or commissioning
11. Materials testing services
12. Payment for governmental permits, application fees, processing fees & plan check fees
13. Utility potholing and location services
14. Design, engineering, selection and procurement of public art elements
15. Physical project models, computer fly through digital animations
16. Mockups and fabricated samples
17. Environmental engineering and/or analysis
18. Traffic control plans and/or baseline traffic data collection
19. GIS mapping and/or analysis
20. Construction administration, coordination and oversight
21. As-built / Record Drawing preparation
22. Construction Observation Support Services

## **GENERAL TERMS AND CONDITIONS**

### **Article 1: Payment**

Consultant will invoice Client on a monthly basis, in proportion to the percentage of completion against the schedule of fees. All invoices are due and payable within thirty (30) days of the date of the invoice. Client shall notify Consultant in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of the invoice.

A service charge will be applied at a rate of 1.5 percent per month (or the maximum rate allowable by law) to delinquent amounts.

If a delinquency by Client occurs, Consultant may choose to suspend the Work. If such decision is made, Consultant shall notify Client in writing. Consultant may choose to recommence Work, once the delinquency is cured, and any and all attendant collection costs, fees, increases in costs or fees, or other amounts required to be paid by Client under this Agreement are paid in full. If a delinquency by Client occurs and Consultant chooses not to suspend Work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if Consultant decides to suspend the Work, Consultant shall not be liable for any costs or damages, including, but not limited to delay and consequential damages, to the Owner, Client, or any other third party, that may arise from or be related to such suspension of Work. Client agrees to hold Consultant harmless from and completely indemnify Consultant from and against any and all damages, costs, attorney's fees, and/or other expenses which Consultant may incur as a result of any claim by any person or entity arising out of the suspension of the Work.

### **Article 2: Executed Contract**

Prior to commencement of any services, Client shall return a fully executed contract.

### **Article 3: Additional Charges**

Certain portions of this Agreement may be performed by sub-consultants to Consultant; however, Consultant shall remain responsible for the full performance of such sub-consultants.

Services of sub-consultants shall be invoiced at cost, plus ten (10%). Reimbursable items shall be invoiced at cost plus ten (10%). e.g., blueprinting, Xeroxing, graphic reproduction, plotting service costs, telephone and travel costs, such as airfare, car rental, meals, hotels and other related travel costs.

### **Article 4: Additional Services**

Additional services shall be performed only when requested and approved by Client in writing. These services shall be quoted either on a lump sum amount or performed based on hourly rates. Additional services may include, but not be limited to: (i) making planning surveys and special analysis of the Project's needs to clarify the requirements of the project when requested by Client, (ii) making measurements or drawings of existing construction,

(iii) revising previously approved drawings to accomplish changes ordered by Client, (iv) providing any field observation on the project beyond what is listed, (v) attending any meetings or presentations beyond what is listed, (vi) assistance to Client in a reasonable, appropriate and professional manner in investigating and addressing claims of project constructions deficiencies, (vii) preparation of a Landscape Maintenance Manual, (viii) any work requested by Client or his representative that is not heretofore mentioned.

#### **Article 5: Owner's Responsibility**

Unless otherwise stated, Client shall be responsible for: (i) a certified land survey of the site delineating existing grades as required, (ii) complete information concerning available services and utilities for all contract areas and structural soils tests, (iii) horticultural soils reports, which define all soil types and their necessary soils amendments for the use of Consultant, (iv) engineered street sections including curb, gutter, sidewalk, utilities, streetlights and other related improvements, (v) accurate architectural drawings of any proposed building(s) showing building elevations, floor plans, etc., (vi) accurate engineering drawings of the proposed project (vii) accurate engineering services required for the project work per the scope of services provided by Consultant, (viii) all electrical engineering services required of the project work, (ix) all civil engineering services required of the project work, (x) all architectural services required of the project work, (xi) all graphic design services required of the project work, (xii) all utility consultant services required of the project work, (xiii) all American Disability Act Consulting Services required of the project services, (xiv) performing water testing of all key assemblies.

#### **Article 6: Excluded Services**

Consultant will not verify or otherwise be responsible for the accuracy or completeness of data, specifications and/or design work provided to Consultant by Client's other design professionals.

#### **Article 7: Ownership of Instruments of Service**

Client acknowledges that Consultants' reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Client recognizes that no such documents should be subject to unauthorized reuse, that is, use without the written authorization of Consultant, to do so. Such authorization is essential because it requires Consultant to evaluate the documents' applicability to new circumstances, not the least of which is passage of time. In return for Consultant's relinquishment of ownership, Client agrees to waive any claim against Consultant, its parent, subsidiaries, employees and officers (Indemnitees) and defend, indemnify and hold Indemnitees harmless from any claim or liability from injury or loss allegedly arising from unauthorized reuse of Consultant's instruments of service. Client further agrees to compensate Consultant for any time spent, or expenses incurred by Consultant in defense of any such claim, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy. Consultant only agrees to relinquish ownership if all services are paid for. Until Consultant's services are paid for in their entirety, the Consultant retains ownership of all reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents. Unauthorized use of these documents by Client or its representatives is strictly forbidden.

**Article 8: Opinions of Probable Construction Costs**

Consultant has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding, or market conditions. Consultant's Opinions of Probable Construction Costs provided for herein are to be made on the basis of Consultants experience and qualifications. These opinions represent Consultants best judgment due to Consultants familiarity with the construction industry. However, Consultant cannot and does not guarantee that the proposals, bids, or the construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant.

**Article 9: Assignment**

Neither party to this agreement shall assign its duties and obligations without the prior written consent of the other party.

**Article 10: Date of Completion**

Due to the fact that Consultant's services are predicated on other consultants' plans, Client approvals, agency approvals and circumstances beyond Consultants control, Consultant cannot specify a completion date for the services to be performed under this agreement. Consultant and Client each waive any right to claim or to recover any consequential damages from the other concerning any breach or alleged breach of any duties or obligation pursuant or related to this agreement, including without limitation, the termination of this agreement.

**Article 11: Limitation of Liability**

Client agrees to limit Consultant's liability to Client and all construction contractors and subcontractors on the project, due to Consultant's negligent acts, errors or omissions, so that the total aggregate liability of Consultant shall not exceed the limits set forth under Consultant's Professional Liability policy.

Consultant shall not be held responsible for the means, methods or appropriateness of the installation procedures undertaken by any contractor, nor for the job site safety.

Consultant shall not be held responsible for determining and marking the location of underground pipes, wires, conduits, cables or structures such as gas lines, fiber optics, irrigation or septic systems, or any other items which may exist below the surface of the ground. Consultant shall not be held responsible for identifying, locating, discovering, removal and/or treatment of any hazardous waste, known or unknown at the site, nor for the consequences of any hazardous waste materials of any kind at the site, including, but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.

**Article 12: Limitation Regarding Parties**

Notwithstanding anything to the contrary contained herein, it is agreed, acknowledged and understood that the Client's sole and exclusive claim, demand, suit, judgment or remedy shall be directed and or asserted only against Consultant, as a Corporation, and not against any of Consultants shareholders, landscape architects, directors, officers or employees.

**Article 13: Termination of Agreement**

This agreement may be terminated by either party effective thirty (30) days after receipt from the other party of a written notice, via registered mail, of such termination. In the event of

termination, Consultant shall be entitled to receive full compensation for fees and expenses outstanding as of the effective date of the termination.

**Article 14: Attorney Fees**

This Agreement shall be governed by the laws of the state of Florida. To the extent permitted by law, Client and Consultant hereby waive all rights to a trial by jury. If a dispute arises under this agreement and litigation is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees.

**Agreed and Accepted: Richard Levey - Greeneway Improvement District**

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*(Signature)*

---

*(Printed name)*

---

*(Title)*

---

*(Date)*

**Agreed and Accepted: Pete Dykstra - Innovations Design group, inc.**

A handwritten signature in black ink, appearing to read "Pete Dykstra". The signature is stylized with a large, looped "P" and "D".

---

*(Signature)*

---

*Pete Dykstra*

---

*(Printed name)*

---

Principal

---

*(Title)*

---

November 5, 2018

---

*(Date)*



**GREENWAY IMPROVEMENT DISTRICT**

**Recommendation for Work Authorization / Proposed Services**

Project Name: Revisions to Irrigation Controllers on Nemours Pkwy Phase 4 & 5

Brief Description: Combine Controllers in these sections with current controller.

Name of Consultant / Vendor: BrightView Landscape Services

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

Is this a continuation of previously authorized work? ☒ Yes ☐ No

Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 10,718.57

Recommendation: ☒ Approve ☐ Deny

By:

 11/17/18

Larry Kaufmann, Chairman

Boggy Creek Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton



## Proposal for Extra Work at Greenway Improvement District

Property Name	Greenway Improvement District	Contact	Stephen Flint
Property Address	12051 Corporate Blvd. Orlando, FL 32817	To	Greenway Improvement District
		Billing Address	c/o Fishkind & Associates 12051 Corporate Blvd. Orlando, FL 32817

Project Name      Wire in Conduit

Project Description      To run wire so that the Doisey controller operates zones that are on Park and  
Lindahl controller

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
800.00	EACH	14/2 wire red jacket	\$1.38	\$1,100.00
800.00	EACH	1" conduit	\$1.63	\$1,300.00
2.00	EACH	misc electrical	\$25.00	\$50.00
2.00	EACH	3 way 2-wire splitter	\$364.29	\$728.57
52.00	MAN HOUR	3 techs - 4 techs. trenching through established sod	\$145.00	\$7,540.00

For internal use only

SO#                      6788741  
JOB#                    345700020  
Service Line           150

**Total Price            \$10,718.57**

#### THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
103 West 7th St, Orlando, FL 32824 ph. (407) 292-9800 fax (813) 243-5414

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions at work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs of damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

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

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

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

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

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

### Customer

Landscape Maintenance  
Specialist

Signature

Title

Stephen Flint

November 15, 2018

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Specialist, Production

Signature

Title

Jason Nelson

November 15, 2018

Printed Name

Date

Job #: 345700020

Proposed Price: \$10,718.57

SO #: 6788741



**GREENEWAY IMPROVEMENT DISTRICT**

**Recommendation for Work Authorization / Proposed Services**

Project Name: Nemours Parkway Phase 6 - S&D for OCPS Sidewalk

Brief Description: S&D for Sidewalk Tract at Lake Nona High School

Name of Consultant/Vendor: Donald W. McIntosh Associates, Inc.

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: \_\_\_\_\_

Is this project included in the District Capital Improvement Plan? ☒ Yes ☐ No

Are the services required contemplated in the Capital Improvement Plan? ☒ Yes ☐ No

Is this a continuation of previously authorized work? ☒ Yes ☐ No

Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 450.00

Recommendation: ☒ Approve ☐ Deny

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

Larry Kaufmann, Chairman

Boggy Creek Improvement District Construction Committee

c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton



**DONALD W. MCINTOSH  
ASSOCIATES, INC.**

October 23, 2018

Mr. Richard Levey, Chairman  
Board of Supervisors  
**Greenway Improvement District**  
12051 Corporate Boulevard  
Orlando, FL 32817

Subject: Lake Nona South - Nemours Parkway Phase 6  
Sketch of Description for Additional Conveyance Parcel  
DWMA Job No. 14052(037)

Dear Mr. Levey:

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this additional work authorization to provide professional surveying services to Greenway Improvement District ("CLIENT") for Nemours Parkway Phase 6 ("Project"). The scope of this proposal includes additional surveying services for the preparation of a sketch of description for a portion of the Lake Nona High School sidewalk that is not within an easement. All terms and conditions will remain as set forth in the Agreement for Services dated August 11, 2003.

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

**Additional Services:**

**PROFESSIONAL SURVEYING & MAPPING**

A. SKETCH OF DESCRIPTION FOR SIDEWALK PARCEL --		
Preparation of a sketch of description for a portion of the Lake		
Nona High School sidewalk that is not within an easement. 037		
<b>TOTAL</b>		<b>\$450.00</b>

This proposal, together with the Engineering Agreement, represents the entire understanding between Greenway Improvement District and Donald W. McIntosh Associates, Inc. (Engineer) with regard to the referenced work authorization.

If you wish to accept this work authorization, please sign where indicated and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Donald W. McIntosh Associates, Inc.

Sincerely,  
DONALD W. MCINTOSH ASSOCIATES, INC.

Scott E. Grossman, PSM  
Sr. Vice President

c: [emitchell@tavistock.com](mailto:emitchell@tavistock.com)  
Attachment: Drawing

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

<http://www.dwma.com>

\\CONTRACT\PCp13126.doc



Mr. Richard Levey  
**Greenway Improvement District – Lake Nona South**  
Lake Nona South - Nemours Parkway Phase 6  
Sketch of Description for Additional Conveyance Parcel  
DWMA Job No. 14052(037)  
October 23, 2018  
Page 2 of 2


APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Greenway Improvement District

Date: \_\_\_\_\_

PURSUANT TO FLORIDA STATUTE 558.0035, AN  
INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W.  
MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD  
INDIVIDUALLY LIABLE FOR NEGLIGENCE.

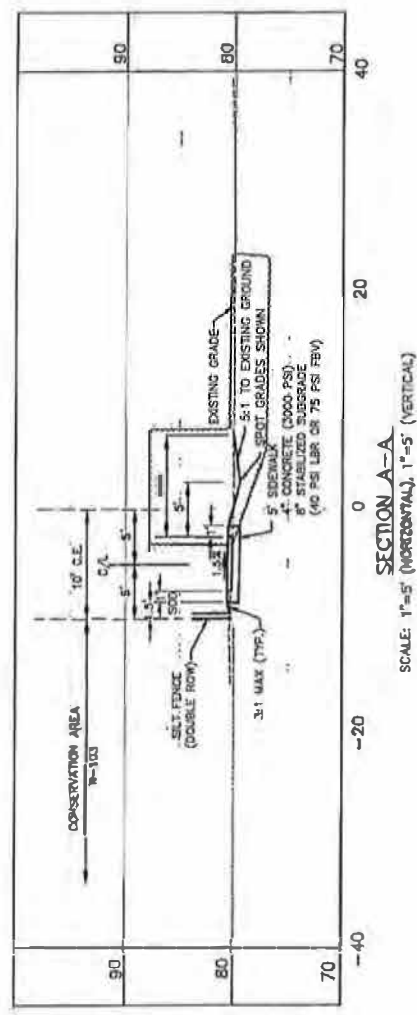


DONALD W. MCINOSH ASSOCIATES, INC.		ENGINEERS		3000 MARK AVENUE NORTH, WINTER PARK, FL 32789 TEL 404-496-0068	
		DONALD W. MCINOSH ASSOCIATES, INC. ENGINEERS 3000 MARK AVENUE NORTH, WINTER PARK, FL 32789 TEL 404-496-0068			
DATE	NO.	REV.	BY	DATE	NO.
11/08/77	1	1	WJH	11/08/77	1
11/08/77	2	1	WJH	11/08/77	2



**GENERAL NOTES:**

1. SEE NOTES, SPECIFICATIONS & LEADOO SHEET FOR ADDITIONAL INFORMATION.
2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REVISIONS.
3. CONTRACTOR SHALL NOTIFY LANCE ROMA LANE, 25 DAY PRIOR TO CONSTRUCTION FOR REMOVAL OF PLANTATION TREES WITHIN THE PRACTICE FIELD. NO CONSTRUCTION SHALL OCCUR DURING THE SUMMER TESTING SCHEDULE 7/1/17 - 7/25/17.







# **GREENEWAY IMPROVEMENT DISTRICT**

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

**Greenway Improvement District**  
Statement of Activities  
As of 10/31/2018

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<b><u>Revenues</u></b>					
Inter-Fund Transfers In	\$3,650.62				\$3,650.62
Other Assessments		\$862,351.51			862,351.51
Inter-Fund Group Transfers In		(875.64)			(875.64)
Inter-Fund Transfers In			(\$2,774.98)		(2,774.98)
Total Revenues	<u>\$3,650.62</u>	<u>\$861,475.87</u>	<u>(\$2,774.98)</u>	<u>\$0.00</u>	<u>\$862,351.51</u>
<b><u>Expenses</u></b>					
Supervisor Fees	\$200.00				\$200.00
Public Officials' Liability Insurance	2,244.00				2,244.00
Trustee Services	2,199.90				2,199.90
Management	3,333.33				3,333.33
Assessment Administration	7,500.00				7,500.00
Legal Advertising	252.50				252.50
Web Site Maintenance	105.00				105.00
Dues, Licenses, and Fees	175.00				175.00
General Insurance	2,525.00				2,525.00
Irrigation	1,241.50				1,241.50
Landscaping Maintenance & Material	16,660.25				16,660.25
IME - Landscaping	7,354.44				7,354.44
IME - Lighting	98.28				98.28
Streetlights	330.50				330.50
Legal Advertising			\$85.42		85.42
Contingency			53,227.13		53,227.13
Total Expenses	<u>\$44,219.70</u>	<u>\$0.00</u>	<u>\$53,312.55</u>	<u>\$0.00</u>	<u>\$97,532.25</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$5.89				\$5.89
Interest Income			\$0.10		0.10
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$5.89</u>	<u>\$0.00</u>	<u>\$0.10</u>	<u>\$0.00</u>	<u>\$5.99</u>
<b>Change In Net Assets</b>	<b>(\$40,563.19)</b>	<b>\$861,475.87</b>	<b>(\$56,087.43)</b>	<b>\$0.00</b>	<b>\$764,825.25</b>
<b>Net Assets At Beginning Of Year</b>	<b>\$38,263.53</b>	<b>\$3,973,346.10</b>	<b>\$1,810,612.90</b>	<b>\$0.00</b>	<b>\$5,822,222.53</b>
<b>Net Assets At End Of Year</b>	<b><u>(\$2,299.66)</u></b>	<b><u>\$4,834,821.97</u></b>	<b><u>\$1,754,525.47</u></b>	<b><u>\$0.00</u></b>	<b><u>\$6,587,047.78</u></b>

**Greenway Improvement District**  
Statement of Financial Position  
As of 10/31/2018

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$5,400.77				\$5,400.77
State Board of Administration	1,465.85				1,465.85
Due From Other Funds	335.42				335.42
Deposits	1,100.00				1,100.00
Infrastructure Capital Reserve	9,774.63				9,774.63
Interchange Maintenance Reserve	12,616.07				12,616.07
Debt Service Reserve A1 Bond		\$3,551,196.88			3,551,196.88
Revenue A1 Bond		103.03			103.03
Interest A1 Bond		1,280,225.00			1,280,225.00
Prepayment A1 Bond		3,297.06			3,297.06
General Checking Account			\$7,071.51		7,071.51
Acquisition/Construction A1 Bond			2,299,345.41		2,299,345.41
Total Current Assets	<u>\$30,692.74</u>	<u>\$4,834,821.97</u>	<u>\$2,306,416.92</u>	<u>\$0.00</u>	<u>\$7,171,931.63</u>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$4,834,821.97	\$4,834,821.97
Amount To Be Provided				45,125,178.03	45,125,178.03
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$49,960,000.00</u>	<u>\$49,960,000.00</u>
<b>Total Assets</b>	<u><u>\$30,692.74</u></u>	<u><u>\$4,834,821.97</u></u>	<u><u>\$2,306,416.92</u></u>	<u><u>\$49,960,000.00</u></u>	<u><u>\$57,131,931.63</u></u>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$25,086.87				\$25,086.87
Due To Other Governmental Units	7,905.53				7,905.53
Accounts Payable			\$213,365.35		213,365.35
Retainage Payable			338,190.68		338,190.68
Due To Other Funds			335.42		335.42
Total Current Liabilities	<u>\$32,992.40</u>	<u>\$0.00</u>	<u>\$551,891.45</u>	<u>\$0.00</u>	<u>\$584,883.85</u>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$49,960,000.00	\$49,960,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$49,960,000.00</u>	<u>\$49,960,000.00</u>
<b>Total Liabilities</b>	<u><u>\$32,992.40</u></u>	<u><u>\$0.00</u></u>	<u><u>\$551,891.45</u></u>	<u><u>\$49,960,000.00</u></u>	<u><u>\$50,544,883.85</u></u>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$41,492.64				\$41,492.64
Current Year Net Assets, Unrestricted	(43,792.30)				(43,792.30)
Net Assets, Unrestricted		\$4,252,848.26			4,252,848.26
Current Year Net Assets, Unrestricted		581,973.71			581,973.71
Net Assets, Unrestricted			\$8,429,242.18		8,429,242.18
Current Year Net Assets, Unrestricted			(6,674,716.71)		(6,674,716.71)
Total Net Assets	<u>(\$2,299.66)</u>	<u>\$4,834,821.97</u>	<u>\$1,754,525.47</u>	<u>\$0.00</u>	<u>\$6,587,047.78</u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$30,692.74</u></u>	<u><u>\$4,834,821.97</u></u>	<u><u>\$2,306,416.92</u></u>	<u><u>\$49,960,000.00</u></u>	<u><u>\$57,131,931.63</u></u>

**Greenway Improvement District**  
**Budget to Actual**  
**For the Month Ending 10/31/2018**

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<b><u>Revenues</u></b>				
On-Roll Assessments	\$ -	\$ 38,663.67	\$ (38,663.67)	\$ 463,963.98
Off-Roll Assessments	-	29,723.08	(29,723.08)	356,676.97
<b>Net Revenues</b>	<b>\$ -</b>	<b>\$ 68,386.75</b>	<b>\$ (68,386.75)</b>	<b>\$ 820,640.95</b>
<b><u>General &amp; Administrative Expenses</u></b>				
<b>Legislative</b>				
Supervisor Fees	\$ 200.00	\$ 600.00	\$ (400.00)	\$ 7,200.00
<b>Financial &amp; Administrative</b>				
Public Officials' Liability Insurance	2,244.00	208.33	2,035.67	2,500.00
Trustee Services	2,199.90	208.33	1,991.57	2,500.00
Management	3,333.33	3,333.33	-	40,000.00
Engineering	-	833.33	(833.33)	10,000.00
Dissemination Agent	-	416.67	(416.67)	5,000.00
Property Appraiser	-	125.00	(125.00)	1,500.00
District Counsel	-	1,833.33	(1,833.33)	22,000.00
Assessment Administration	7,500.00	625.00	6,875.00	7,500.00
Audit	-	458.33	(458.33)	5,500.00
Travel and Per Diem	-	12.50	(12.50)	150.00
Telephone	-	41.67	(41.67)	500.00
Postage & Shipping	-	41.67	(41.67)	500.00
Copies	-	166.67	(166.67)	2,000.00
Legal Advertising	252.50	316.67	(64.17)	3,800.00
Bank Fees	-	4.17	(4.17)	50.00
Miscellaneous	-	208.33	(208.33)	2,500.00
Property Taxes	-	125.00	(125.00)	1,500.00
Web Site Maintenance	105.00	104.17	0.83	1,250.00
Dues, Licenses, and Fees	175.00	14.58	160.42	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 16,009.73</b>	<b>\$ 9,677.08</b>	<b>\$ 6,332.65</b>	<b>\$ 116,125.00</b>

**Greenway Improvement District**  
**Budget to Actual**  
**For the Month Ending 10/31/2018**

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<b><u>Field Operations</u></b>				
<b>Electric Utility Services</b>				
Electric	\$ -	\$ 416.67	\$ (416.67)	\$ 5,000.00
<b>Water-Sewer Combination Services</b>				
Water Reclaimed	-	1,666.67	(1,666.67)	20,000.00
<b>Other Physical Environment</b>				
General Insurance	2,525.00	250.00	2,275.00	3,000.00
Other Insurance	-	62.50	(62.50)	750.00
Irrigation	1,241.50	2,500.00	(1,258.50)	30,000.00
Landscaping Maintenance & Material	16,660.25	19,053.00	(2,392.75)	228,636.00
Other Landscape Maintenance	-	3,333.33	(3,333.33)	40,000.00
Landscape Improvements	-	4,166.67	(4,166.67)	50,000.00
Contingency	-	1,467.83	(1,467.83)	17,614.00
Hurricane Cleanup	-	416.67	(416.67)	5,000.00
<b>Interchange Maintenance Expenses</b>				
IME - Aquatics Maintenance	-	318.00	(318.00)	3,816.00
IME - Irrigation	-	3,000.00	(3,000.00)	36,000.00
IME - Landscaping	7,354.44	7,354.44	-	88,253.28
IME - Lighting	98.28	1,666.67	(1,568.39)	20,000.00
IME - Water Reclaimed	-	300.00	(300.00)	3,600.00
<b>Road &amp; Street Facilities</b>				
Entry and Wall Maintenance	-	250.00	(250.00)	3,000.00
Hardscape Maintenance	-	250.00	(250.00)	3,000.00
Streetlights	330.50	8,333.33	(8,002.83)	100,000.00
Accent Lighting	-	166.67	(166.67)	2,000.00
<b>Parks &amp; Recreation</b>				
Personnel Leasing Agreement	-	1,666.67	(1,666.67)	20,000.00
<b>Reserves</b>				
Infrastructure Capital Reserve	-	1,850.00	(1,850.00)	22,200.00
Interchange Maintenance Reserve	-	262.22	(262.22)	3,146.67
<b>Total Field Operations Expenses</b>	<b>\$ 28,209.97</b>	<b>\$ 58,751.34</b>	<b>\$ (30,541.37)</b>	<b>\$ 705,015.95</b>
<b>Total Expenses</b>	<b>\$ 44,219.70</b>	<b>\$ 68,428.42</b>	<b>\$ (24,208.72)</b>	<b>\$ 821,140.95</b>
<b>Income (Loss) from Operations</b>	<b>\$ (44,219.70)</b>	<b>\$ (41.67)</b>	<b>\$ (44,178.03)</b>	<b>\$ (500.00)</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 5.89	\$ 41.67	\$ (35.78)	\$ 500.00
<b>Total Other Income (Expense)</b>	<b>\$ 5.89</b>	<b>\$ 41.67</b>	<b>\$ (35.78)</b>	<b>\$ 500.00</b>
<b>Net Income (Loss)</b>	<b>\$ (44,213.81)</b>	<b>\$ -</b>	<b>\$ (44,213.81)</b>	<b>\$ -</b>

Greeneway Improvement District  
FY 2018  
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	-	-	-	-	5,400.77 as of 11/12/2018
		33,166.90	(27,247.04)	610.65	(5,629.50)	

As of 11/12/2018

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

Amount

**Series 2013 Bond Issue**

Original Construction Fund	\$	48,700,000.00
Additions (Interest, Transfers from DSR, etc.)		553,315.26
Cumulative Draws Through Prior Month		(47,099,455.58)
		=====

<b>Construction Funds Available</b>	<b>\$</b>	<b>2,153,859.68</b>
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**Requisitions This Month**

Requisition #604: Dix.Hite + Partners	\$	(18,797.07)
Requisition #605: Donald W. McIntosh Associates		(66,123.54)
Requisition #606: Hopping Green & Sams		(2,091.50)
		=====

<b>Total Requisitions This Month</b>	<b>\$</b>	<b>(87,012.11)</b>
		=====

<b>Construction Funds Remaining</b>	<b>\$</b>	<b>2,066,847.57</b>
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**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		(216,459.96)
		=====

<b>Total Current Committed Funding</b>	<b>\$</b>	<b>(156,094.67)</b>
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**Upcoming Committed Funding**

Lake Nona Kellogg Avenue Extension – DeWitt Excavation	\$	(586,812.14)
Lake Nona Nemours Parkway Phase 7 - Coming Up Soon		-
		=====

<b>Total Upcoming Committed Funding</b>	<b>\$</b>	<b>(586,812.14)</b>
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<b>Total Committed Funding</b>	<b>\$</b>	<b>(742,906.81)</b>
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<b>Net Uncommitted</b>		<b>1,323,940.76</b>
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