

Greeneway Improvement District

12051 Corporate Boulevard Orlando, FL 32817; 407-723-5900

www.greenewayid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greeneway Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, March 19, 2019 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone: 1-866-398-2885

Participant Code: 275521

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the February 19, 2019 Board of Supervisors' Meeting**

Business Matters

- 2. **Consideration of RFP for District Landscaping & Common Area Maintenance**
- 3. **Consideration of Master Lighting and Service Agreement –Nemours Parkway Phase 7**
- 4. **Consideration of Amendment No. One (1) to Service Agreement for Lighting Service between OUC and Greeneway Improvement District –Landon House**
- 5. **Ratification of Requisition Nos. 620 – 644 & 2018-001 – 2018-002 Approved in February 2019 in an amount totaling \$2,307,394.40**
- 6. **Ratification of Operation and Maintenance Expenditures Paid in February 2019 in an amount totaling \$56,966.28**
- 7. **Recommendation of Work Authorizations/Proposed Services (*if applicable*)**
- 8. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

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

Adjournment

GREENEWAY IMPROVEMENT DISTRICT

**Minutes of the February 19, 2019
Board of Supervisors' Meeting**

**GREENWAY IMPROVEMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Greenway Improvement District was called to order on Tuesday, February 19, 2019 at 3:03 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey
Chad Tinetti
Amanda Kost

Chair
Board Member
Board Member

Also attending:

Lynne Mullins
Kevin Plenzler
Jeff Newton
Larry Kaufmann
Troy Davidson
Tucker Mackie

Fishkind & Associates
Fishkind & Associates
Donald W. McIntosh Associates
Construction Supervisor
Construction Committee
Hopping Green & Sams

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

**Consideration of Minutes of
the January 15, 2019 Board
of Supervisors' Meeting**

Board Members reviewed the minutes from the January 15, 2019 Board of Supervisors' Meeting.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the January 15, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Consideration of
Recommendation from
Construction Committee for
Extension of
Prequalification of
Contractors**

Mr. Kaufmann explained that the District is getting close to the end of the two-year cycle for the contractor prequalification list for the three CDDs and the Construction Committee is requesting a two-year extension on the current list of prequalified contractors.

Ms. Mackie requested a motion from the Board to accept the recommendation of the Construction Committee to extend the prequalified contractor list for an additional two years.

Ms. Kost asked about expanding the list of contractors. Ms. Mackie explained that the alternative would be that the District would need to go back through the prequalification process and the Construction Committee discussed that and weighed the expense and time in doing that when making their recommendation.

Mr. Kaufmann read the various contractors on the list.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District accepted the recommendation of the Construction Committee to extend the Prequalified Contractor List for an additional two years.

FIFTH ORDER OF BUSINESS

**Consideration of Second
Amendment to the
Agreement between the
District and BrightView
Landscape Services, Inc.,
Regarding the provision of
Tavistock Lakes and
Laurate Boulevards, and
Nemours Parkway
Landscape and Irrigation
Maintenance Services**

Ms. Mackie explained that this would add Nemours Parkway Phase 5 to the landscape and irrigation maintenance agreement with BrightView. She explained that the contractor who installed the landscaping typically maintains it for a year to maintain certain warranty provisions of the plant material installed and then after the time period has expired that phase is added into the District's current landscaping agreement. She noted that it will be somewhat temporary as the District will be required to go back out for bid for the District's landscaping and irrigation maintenance and that process should start in the spring so the District can have pricing for the budget season.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Second Amendment to the Agreement between the District and BrightView Landscape Services, Inc., Regarding the provision of Tavistock Lakes and Laurate Boulevards, and Nemours Parkway Landscape and Irrigation Maintenance Services.

SIXTH ORDER OF BUSINESS

**Ratification of Requisition
Nos. 614 – 619 Approved in
January 2019 in an amount
totaling \$28,689.13**

Board Members reviewed Requisition Nos. 614 – 619 Approved in January 2019 in an amount totaling \$28,689.13.

Ms. Mullins noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 614 – 619 Approved in January 2019 in an amount totaling \$28,689.13.

SEVENTH ORDER OF BUSINESS

**Ratification of Operation
and Maintenance
Expenditures Paid in
January 2019 in an amount
totaling \$55,237.79**

Board Members reviewed the Operation and Maintenance Expenditures paid in January 2019 in an amount totaling \$55,237.79.

Ms. Mullins noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Operation and Maintenance Expenditures paid in January 2019 in an amount totaling \$55,237.79.

EIGHTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann presented a work authorization from Donald W. McIntosh related for Centerline Drive for additional construction administration in the amount of \$6,670.00. Mr. Newton stated that this has to do with the contract duration, which was supposed to be a 6-8 month construction project and it is now nearing 12 months. The extended duration requires more site visits and pay app reviews.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the work authorization from Donald W. McIntosh related to Centerline Drive for additional construction administration in the amount of \$6,670.00.

NINTH ORDER OF BUSINESS

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

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

TENTH ORDER OF BUSINESS

Staff Reports

District Counsel –

No Report

District Manager –

Ms. Mullins noted that the next meeting is March 19, 2019. She asked Board Members to let her know in advance if they cannot make it.

Ms. Kost asked if the District is currently working with all of the contractors on the prequalified list. Mr. Kaufmann explained that when a project comes up for work all of the contractors on the list get the project documents and get notified that a bid will be due on a specific date. They decide whether they want to bid it or not. He noted that some are specialty contractors like Garney who does utility work and not road work. Mr. Newton explained that the District publicly advertises every bid but will only accept bids from prequalified contractors. As a courtesy, the District sends an email to each contractor on the list about any ad that goes out in case they are interested in bidding it so they can pick up a set of bid documents.

Ms. Kost wondered if it was the same few that District was using or if they needed to expand the list. Mr. Kaufmann stated that they all are good roadway contractors and it is up to the contractor if they want to bid. Mr. Newton stated that there are two on the list that he has never seen bid a job which are Garney and Middlesex. He has seen Prince bid once. He listed the other contractors that bid most of the time.

District Engineer –

Mr. Newton circulated the Construction Contract Status Memorandum (Minutes Exhibit A). The Construction Committee answered some of the board Members questions.

Mr. Newton presented Change Order No.1 in the additive amount of \$161,445.97 for plan revisions issued after bid date in a letter from Jr. Davis Construction, Inc. dated February 8, 2018 related to Nemours Parkway Phase 7. He explained that \$70,000.00 has to do with the upsizing of the wet well for the lift station. He explained the history of the design and last-minute changes to the Lift Station wet well.

The Board discussed approving all of the Change Orders at once instead of approving each one individually.

Mr. Newton stated that for the Kellogg and Centerline Contract with DeWitt there are three change orders. He presented Change Order No. 7 which is a deduct of \$124,608.00 for fill not imported. He presented Change Order No. 8 in the additive amount of \$19,077.25 for core and connection for SM07 and water service connection for soccer field and water park. He presented Change Order No. 9 in the additive amount of \$1,956.00 for a stop sign and some thermopaint. He noted that these were all Developer requested and Developer funded changes however the contract for this project is solely with the District and the Developer is funding Kellogg and the District is funding Centerline or Hartwell.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the action of the Construction Contract Status Memorandum date February 19, 2019.

Construction Supervisor – No Report

ELEVENTH ORDER OF BUSINESS

Supervisor and Audience Comments & Adjournment

Mr. Tinetti asked that in the future District staff attempt to make things more flexible and bring that to the forefront instead of in the middle of the bid process. Mr. Levey told the Construction Committee that it would be helpful if they had something that was more than just hearsay to deliver a summary of the program the area was planned for and the program being contemplated. Mr. Kaufmann stated that the Construction Committee went through that when they were bidding the contract. Mr. Levey stated he did not think the Boards knew that. Mr. Levey asked the Construction Committee to remind the Board on change orders showing the delta, and similar things would be helpful.

There were no audience comments. Mr. Levey requested a motion to adjourn.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the February 19, 2019 Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair



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

MEMORANDUM

EXHIBIT A

DATE: February 19, 2019

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 6 – Jr. Davis Construction, Inc. / BrightView

Construction Status: Final as-built surveys have been received from the Contractor and the final project certification was submitted to the City of Orlando on December 12, 2018. Review comments from the City Surveyor were received by DWMA on January 11, 2019, and forwarded to the Contractor for review and correction.

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

Recommended Motion: None at this time.

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

Construction Status: Installation of underground storm and sanitary sewer systems and pressure utilities (i.e., potable and reclaimed water systems) is ongoing. City lift station generator comments were received February 6, 2019, some items were approved as noted and others were returned for corrections and were forwarded to the contractor. District Staff has coordinated with the Developer regarding a change in lighting fixtures and the plans have been updated accordingly.

Change Order (C.O.) Status: Change Order No. 1 in the additive amount of \$161,445.97 for plan revisions issued after bid date as detailed in JDC letter dated February 8, 2019, (attached). The total GID responsibility is \$151,602.35.

Recommended Motion: Approve Change Order No. 1 in the additive amount of \$161,445.97.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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<http://www.dwma.com>



Memorandum

*Re: Greenway Improvement District
Construction Contract Status*

February 19, 2019

Page 2

Lake Nona Kellogg Avenue Extension – DeWitt Excavation

Construction Status: DWMA is coordinating with the Contractor on a street sign change from Hartwell to Centerline as well as final as-built surveys and related documents needed for project close-out.

Change Order (C.O.) Status: Several requests were made of the Contractor by the Developer that resulted in change order requests, all of which are to be Developer funded:

Change Order No. 7 in the deductive amount of (\$124,608.00) for fill not imported.

Change Order No. 8 in the additive amount of \$19,077.25 for core and connection for SM07 and water service connection for soccer field and water park.

Change Order No. 9 in the additive amount of \$1,956.00 for stop sign and thermopaint.

Recommended Motion: Approve Change Order No. 7 in the deductive amount of (\$124,608.00), Change Order No. 8 in the additive amount of \$19,077.25 and Change Order No. 9 in the additive amount of \$1,956.00.

Should there be any questions, please advise.

Thank you.

End of memorandum.

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

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

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date 8/17/17	To Board	Approval Date	Notes
						\$2,070,587.60			
<u>1</u>	7/10/2018	8" Directional Bore	0	\$ 10,874.88	Approved	\$ 2,081,462.48	7/17/2018	7/17/2018	
<u>2</u>	6/20/2018	Culvert Rail Installation	0	\$ 13,464.00	Approved	\$ 2,094,926.48	7/17/2018	7/17/2018	
<u>3</u>	7/16/2018	OCPS sidewalk revision	30	\$ 42,220.54	Approved	\$ 2,137,147.02	7/17/2018	7/17/2018	

**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
						\$6,312,276.78			
1	2/8/2019	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.		\$ 161,445.97		\$ 6,473,722.75	2/19/2019		

Greenway Improvement District
CONTRACT CHANGE ORDER

Change Order No. 1

Project: Nemours Parkway Phase 7

Date 2/12/2019

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: Jr. Davis Construction Company

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT +/-
1	Contract adjustment for revision to include scope of work for addendums/plans issued after bid date.	ADD	\$ 161,445.97

Net Change Order Amount \$ 161,445.97 *TV*

Contract Amount Prior to Change Order \$ 6,312,276.78

Revised Contract Amount \$ 6,473,722.75

COMMENTS:

See RFG01961-001 Plan Comparison Narrative provided by Jr. Davis Construction dated 2/8/19.

Acceptable To:

[Signature]
Jr. Davis Construction

Date:

2/18/19 BK

Approved By:

Greenway Improvement District

Date:

cc: Jeffrey J. Newton, P.E.



2.8.19

Mr. Tarek Fahmy, PE, CGC
Donald W. McIntosh Associates, Inc.
2200 Park Avenue North
Winter Park, Florida 32789-2355

Re: RFCO1961-001 Plan Comparison Narrative

Dear Mr. Fahmy,

This letter is intended to provide a narrative and a brief history of the scope changes encompassed in the attached change order.

Site Preparation:

This includes existing storm structure and RCP demolition resulting from plan changes dated 10.12.18 and responses to RFI1961-001 (10.17.18) and RFI1961-002 (10.12.18).

Lift Station and Forcemain:

JDC bid proposal dated 6/12/18 based the scope of work on the bid plans provided (5.7.18) in addition to Addendums #1 - #4 (dated 5.4.18 – 6.4.18), Addendum #2 (dated 5.29.18) did include an added alternate line item listed as "12' Diameter Wet Well, Complete, in lieu of 10' Wet Well shown on Plans," however no plan or detail was provided to validate this change. The official plan revision (dated 7.31.18) depicting the wet well diameter and depth increase as well as the pump addition was not available to JDC (received 8.13.18) until after the time of bid.

Storm Drainage System:

A number of changes to the storm system were noted in Drainage Revisions 3 (6.18.18) through Revision 5 (11.6.18).

Paving:

Roadway changes occurred to the Horizontal Geometry sheets dated 7.31.18.

Electrical Conduit:

Changes to the electrical conduit encompass OUC Conduit Plan changes dated 9.12.18 through 1.16.19.

Sleeving:

Changes to the Sleeving Plans dated 7.31.18.

Feel free to contact us should you have any questions or concerns.

Sincerely,

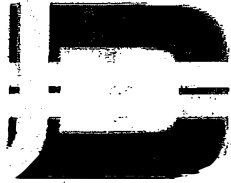
Jimi Dugan
Project Engineer



Jr. Davis Construction Company, Inc.
160 International Parkway
Suite 200
Lake Mary, FL 32747
Phone: (407) 870-0066
Cell: (321) 624-8603

NEMOURS PKWY. PH-7 (1961) RFCO-1 / DRAWINGS

REV. 1-2-3



Jr. Davis Construction Company, Inc.

JR. DAVIS CONSTRUCTION

210 South Hoagland Boulevard

Kissimmee, FL, 34741

Contact: Josh Huynh

Phone: 407-870-0066

Email: Josh.Huynh@jr-davis.com

Quote To:
Company:
Phone:
Email:

Tarek Fahmy
DWMA

Proposal Date:
Date of Plans:
Revision Date:

October 31st. 2018
Const. Drawings Revisions
Rev-1 August 13th. 2018
Rev-2 September 14th. 2018
Rev-3 October 2nd. 2018
Rev-4 November 7th. 2018

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	NEMOURS PARKWAY				
	GID PORTION				
	GENERAL CONDITIONS				
110	Performance & Payment Bond	1.00	LS	1,506.55	1,506.55
120	2 Year Maintenance Bond	1.00	LS	510.97	510.97
130	Construction Survey / Layout	1.00	LS	2,029.72	2,029.72
140	Certified Asbuilts	1.00	LS	438.30	438.30
150	Geo-Technical Testing	1.00	LS	1,020.74	1,020.74
190	GENERAL CONDITIONS TOTAL				\$5,506.28
	SITE PREPARATION				
220	Demo Exst. Storm Sewer Structures	1.00	LS	5,903.55	5,903.55
230	Demo Exst. Storm Sewer RCP	1.00	LS	8,394.77	8,394.77
240	Dewatering for Storm Sewer Demo	1.00	LS	4,713.49	4,713.49
290	SITE PREPARATION TOTAL				\$19,011.81
	LIFT STATION AND FORCEMAIN				
320	Credit for Overhead Crane System	-1.00	LS	52,820.00	-52,820.00
340	Wet Well Depth Increase	1.00	LS	14,716.92	14,716.92
350	Setup to Accommodate Third Pump	1.00	LS	63,774.11	63,774.11
360	12-in X 45 Bends FM	4.00	EA	1,072.97	4,291.88
370	12-in Plug Valves	1.00	EA	3,370.00	3,370.00
390	LIFT STATION AND FORCEMAIN TOTAL				\$33,332.91
	STORM DRAINAGE SYSTEM				

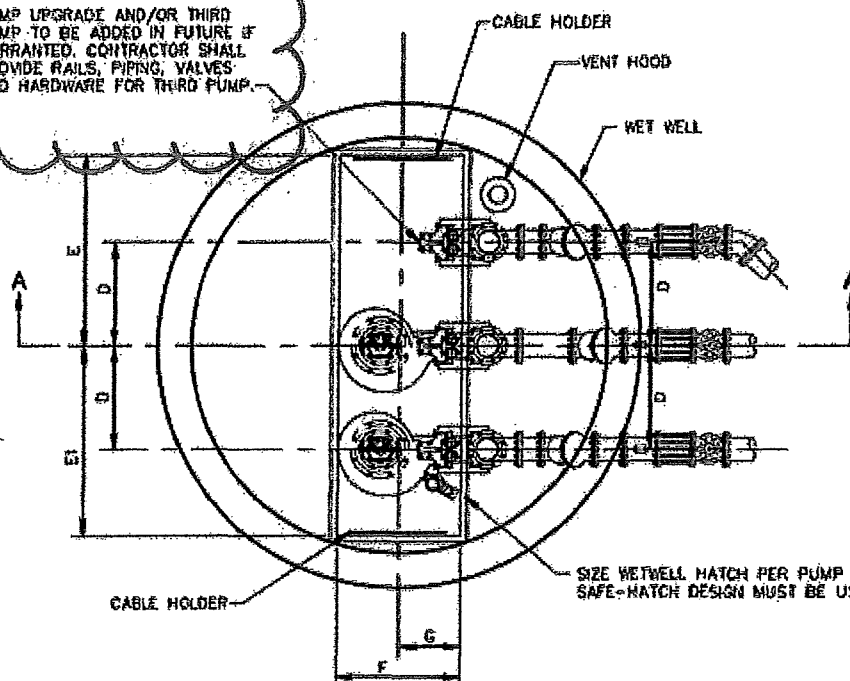
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
410	72-in. Class III RCP	-43.00	LF	277.00	-11,911.00
415	24-in RCP	15.00	LF	75.00	1,125.00
420	Connect To Existing Structure/Pipe Large	3.00	EA	2,291.90	6,875.70
430	Reset Manhole Top	1.00	EA	917.08	917.08
440	Plug 60-in. Opening at Manhole	1.00	EA	1,447.64	1,447.64
445	Credit 72-in Flared End Section	-1.00	EA	17,800.00	-17,800.00
450	Change 6-in PVC to 10-in PVC (Lift. Sta.)	85.00	LF	21.10	1,793.50
460	Change 6-in PVC to 12-in PVC (Lift. Sta.)	83.00	LF	24.46	2,030.18
470	Clean Exst. Sys. at Connections to Exst.	1.00	LS	6,356.09	6,356.09
490	STORM DRAINAGE SYSTEM TOTAL				-\$9,165.81
	PAVING				
610	Credit 12-in Stabilized Subgrade	-56.00	SY	6.37	-356.72
620	Credit 10-in Limerock Base	-56.00	SY	18.92	-1,059.52
630	Credit 1-3/4" Asphalt Type S-1 First Lift	-56.00	SY	8.86	-496.16
640	Credit 1-1/4" Asphalt Type S-3 Second Lift	-56.00	SY	7.50	-420.00
650	Asphalt Raised Crosswalk	109.00	TN	279.18	30,430.62
660	Signs and Pavement Markings	1.00	LS	4,912.32	4,912.32
690	PAVING TOTAL				\$33,010.54
	ELECTRICAL CONDUIT				
710	6-IN X 8 WAY	-265.00	LF	62.85	-16,655.25
720	6-IN X 6 WAY	604.00	LF	59.80	36,119.20
730	6-IN X 4 WAY	-155.00	LF	57.15	-8,858.25
740	6-IN X 2 WAY	433.00	LF	19.05	8,248.65
750	4-IN X 2 WAY	-481.00	LF	8.15	-3,920.15
760	3-IN X 2 WAY	235.00	LF	7.05	1,656.75
770	3-IN X 1 WAY	1,250.00	LF	4.15	5,187.50
780	1-IN X 4 WAY/OCU	1,951.00	LF	8.17	15,939.67
790	MARKER BALLS	10.00	EA	26.85	268.50
792	4-IN X 4-IN POST	10.00	EA	15.00	150.00
800	PULL BOX PB	2.00	EA	8,320.00	16,640.00
890	ELECTRICAL CONDUIT TOTAL				\$54,776.62
	SLEEVING				
920	TYPE II SLEEVE BANK	6.00	EA	1,475.00	8,850.00
930	TYPE I2 SLEEVE BANK	4.00	EA	1,085.00	4,340.00
940	TYPE I3 SLEEVE BANK	1.00	EA	1,195.00	1,195.00
950	TYPE I4 SLEEVE BANK	1.00	EA	745.00	745.00
990	SLEEVING TOTAL				\$15,130.00
	GID PORTION TOTAL				\$151,602.35
	BCID PORTION				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	GENERAL CONDITIONS				
1520	Performance & Payment Bond	1.00	LS	143.07	143.07
1530	2 Year Maintenance Bond	1.00	LS	40.88	40.88
1540	Construction Survey / Layout	1.00	LS	222.84	222.84
1550	Certified Asbuilts	1.00	LS	102.06	102.06
1560	Geotechnical Testing	1.00	LS	53.47	53.47
1570	GENERAL CONDITIONS TOTAL				\$562.32
	SITE PREPARATION				
1610	Demo Exst. Storm Sewer Structures	1.00	LS	1,099.60	1,099.60
1620	Demo Exst. Storm Sewer RCP	1.00	LS	2,695.87	2,695.87
1630	Dewatering for Storm Sewer Demo	1.00	LS	1,513.42	1,513.42
1640	SITE PREPARATION TOTAL				\$5,308.89
	REUSE WATER SYSTEM				
2020	8-in X 45 Bends	4.00	EA	590.54	2,362.16
2030	REUSE WATER SYSTEM TOTAL				\$2,362.16
	SLEEVING				
2050	TYPE I1 SLEEVE BANK	1.00	EA	1,107.52	1,107.52
2060	TYPE I2 SLEEVE BANK	1.00	EA	502.73	502.73
2070	SLEEVING TOTAL				\$1,610.25
	BCID TOTAL				\$9,843.62
2090	GRAND TOTAL				
GRAND TOTAL					\$161,445.97

NOTES:

- This RFCO-1 is based on the Revised Drawings transmitted with Donald W. McIntosh Associates, Inc. List of Revisions for Lake Nona Nemours Parkway Phase 7:
 - Revision No. 1 dated August 13th. 2018
 - Revision No. 2 dated September 14th. 2018
 - Revision No. 3 dated October 2nd. 2018
 - Revision No. 4 dated November 7th. 2018
- Any Change/Revision/Cost direct and/or implied not identified in this proposal is not included.

PUMP UPGRADE AND/OR THIRD PUMP TO BE ADDED IN FUTURE IS WARRANTED. CONTRACTOR SHALL PROVIDE RAILS, PIPING, VALVES AND HARDWARE FOR THIRD PUMP.



SEE SHEET C653 FOR ABOVE GRADE VALVE ASSEMBLY PLAN DETAIL.

SIZE WETWELL MATCH PER PUMP MANUFACTURERS RECOMMENDATIONS SAFE-MATCH DESIGN MUST BE USED.

PLAN

**LAKE NONA SOUTH
Greenway Improvement District
Kellogg Avenue Extension
Change Order Log
Dewitt Excavating**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
						\$1,797,324.58			
<u>1</u>	7/12/2018	Developer Portion - Stabilize Construction Access Road and Import Fill	0	\$230,500.00	Approved	\$2,027,824.58	7/17/2018	7/17/2018	
<u>2</u>	8/1/2018	Add days to contract due to weather	8	\$0.00	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	0	-\$500.00	Approved	\$2,090,304.88	10/16/2018	10/16/2018	
6	10/16/2018	Addition of compost to plant area for Canopy Trees only	0	\$1,691.88	Approved	\$2,091,996.76	11/19/2018	11/19/2018	
7	2/4/2019	Credit for dirt not imported	0	-\$124,608.00	Pending	\$1,967,388.76	2/19/2019		
8	1/7/2019	Core and connection for SM07 - Soccer Field; Water Service Connection for Soccer Field and Water park	0	\$19,077.25	Pending	\$1,986,466.01	2/19/2019		
9	2/6/2019	Stop sign and thermopaint	0	\$1,956.00	Pending	\$1,988,422.01	2/19/2019		

Greenway Improvement District
CONTRACT CHANGE ORDER

Change Order No. 7

Project: Lake Nona Kellogg Avenue Extension

Date 2/13/2019

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: DeWitt Excavation, LLC

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT / (-) +
1	Credit for Fill Not Imported	DEDUCT	(\$124,608.00)

Net Change Order Amount \$ (124,608.00)

Contract Amount Prior to Change Order \$ 2,091,996.76

Revised Contract Amount \$ 1,967,388.76

COMMENTS:

See detailed backup attached.

Acceptable To:

Terry E. Terry, Controller Date: 2/13/19
DeWitt Excavation, LLC

Approved By:

Date: _____
Greenway Improvement District

c: Jeffrey J. Newton, PE
Tarek Fahmy



Proposal For: Kellogg Ave
Plans Dated:
Date Prepared: 2/4/2019
COR # 3

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

Credit for Fill not installed

Credit for dirt not imported

1 LS -\$124,608.00 -\$124,608.00

TOTAL

-\$124,608.00

Lisa Toney

From: Richard Maddalena <richard.maddalena@tavistock.com>
Sent: Tuesday, February 12, 2019 4:51 PM
To: Jeffrey J. Newton, PE; Brent Schademan
Subject: RE: Kellogg & Centerline Change Orders
Attachments: LNS-046-225 CO 05 DEWITT 2-12-19.pdf; LNS-046-225 CO 04 DEWITT 2-12-19.pdf; LNS-046-225 CO 03 DEWITT 2-12-19.pdf; LNS-046-225 CO 02 DEWITT 9-20-18.pdf

Categories: GID

Attached are the 4 change orders given to myself for Kellogg. I believe the CDD has not seen these. Please let me know what else I can provide.

RICH MADDALENA

P: (407) 313-6179
C: (561) 735-1286

From: Jeffrey J. Newton, PE <jjnewton@dwma.com>
Sent: Tuesday, February 12, 2019 4:25 PM
To: Richard Maddalena <richard.maddalena@tavistock.com>; Brent Schademan <brent.schademan@tavistock.com>
Subject: Kellogg & Centerline Change Orders

EXTERNAL E-MAIL

Attached is a copy of our change order log for this project. All six of these change orders has been processed and approved by the District Board of Supervisors. Please provide backup for any developer-funded changes authorized directly by Tavistock so we can run them through the process and make them an official component of the District's contract.

Let me know if you have any questions or need anything else.

Jeffrey J. Newton, P.E.
Senior Vice President
DONALD W. MCINTOSH ASSOCIATES, INC.
2200 Park Avenue North
Winter Park, Florida 32789-2355
Telephone: 407-644-4068 ext. 127
Fax: 407-644-8318
Email: jjnewton@dwma.com

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Greeneway Improvement District
CONTRACT CHANGE ORDER

Change Order No. 8

Project: Lake Nona Kellogg Avenue Extension

Date 2/13/2019

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: DeWitt Excavation, LLC

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT / (-) +
1	Core and connection for SM07 - Soccer Field; Water Service Connection for Soccer Field and Water Park	ADD	\$19,077.25

Net Change Order Amount \$ 19,077.25

Contract Amount Prior to Change Order \$ 1,967,388.76

Revised Contract Amount \$ 1,986,466.01

COMMENTS:

See detailed backup attached.

Acceptable To:

Ferry? Ferry Controls Date: 2/13/19
DeWitt Excavation, LLC

Approved By:

Date:

Greeneway Improvement District

c: Jeffrey J. Newton, PE
Tarek Fahmy



Proposal For: Kellogg Ave. & Hartwell Ct.
Plans Dated:
Date Prepared: 1/7/2019

COR-04

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

KELLOGG AVENUE

Core and connection for SM07 - Soccer Field

Core manhole 8" hole	1	EA	\$488.75	\$488.75
20' of 8" pipe	20	FT	\$46.80	\$936.00
Labor				
Laborer	8	10 HR	\$40.00	\$3,200.00
Equipment Operator	1	10 HR	\$45.00	\$450.00
Foreman	1	10 HR	\$75.00	\$750.00
Equipment	1	10 HR	\$105.00	\$1,050.00

Water Service Connection - Soccer Field

Material	1	LS	\$1,396.00	\$1,396.00
Labor				
Laborer	8	8.5 HR	\$40.00	\$2,720.00
Equipment Operator	1	8.5 HR	\$45.00	\$382.50
Foreman	1	8.5 HR	\$75.00	\$637.50
Survey	1	1 HR	\$140.00	\$140.00
Equipment	1	8.5 HR	\$105.00	\$892.50
Tap of water line	1	1 LS	\$69.00	\$69.00

Water Service Connection - Water Park

Material	1	LS	\$1,396.00	\$1,396.00
Labor				
Laborer	8	8 HR	\$40.00	\$2,560.00
Equipment Operator	1	8 HR	\$45.00	\$360.00
Foreman	1	8 HR	\$75.00	\$600.00
Survey	1	1 HR	\$140.00	\$140.00
Equipment	1	8 HR	\$105.00	\$840.00
Tap of water line	1	1 LS	\$69.00	\$69.00

TOTAL

\$19,077.25

Lisa Toney

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Categories: GID

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Greeneway Improvement District
CONTRACT CHANGE ORDER

Change Order No. 9

Project: Lake Nona Kellogg Avenue Extension

Date 2/13/2019

Engineer: Donald W. McIntosh Associates, Inc.

Contractor: DeWitt Excavation, LLC

ITEM NO.	WORK PERFORMED	DESCRIPTION OF CHANGE	AMOUNT +/-
1	Stop Sign and Thermopaint	ADD	\$1,956.00

Net Change Order Amount \$ 1,956.00

Contract Amount Prior to Change Order \$ 1,986,466.01

Revised Contract Amount \$ 1,988,422.01

COMMENTS:

See detailed backup attached.

Acceptable To:

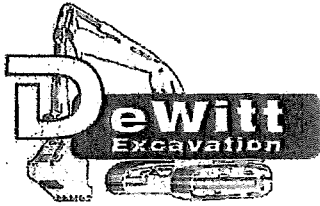
Ferry & Ferris Controls Date: 2/13/19
DeWitt Excavation, LLC

Approved By:

Date:

Greeneway Improvement District

c: Jeffrey J. Newton, PE
Tarek Fahmy



Proposal For: Kellogg Ave
Plans Dated:
Date Prepared: 2/6/2019
COR # 5

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

Stop sign and thermopaint

Stop sign	2 EA	\$748.00	\$1,496.00
Thermo paint for stop sign	2 EA	\$230.00	\$460.00

TOTAL **\$1,956.00**

Lisa Toney

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Sent: Tuesday, February 12, 2019 4:51 PM
To: Jeffrey J. Newton, PE; Brent Schademan
Subject: RE: Kellogg & Centerline Change Orders
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LNS-046-225 CO 03 DEWITT 2-12-19.pdf; LNS-046-225 CO 02 DEWITT 9-20-18.pdf

Categories: GID

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GREENEWAY IMPROVEMENT DISTRICT

**RFP for District Landscaping &
Common Area Maintenance**

**GREENWAY IMPROVEMENT DISTRICT
REQUEST FOR PROPOSALS FOR
Landscaping, Common Areas, & Irrigation Maintenance Services
Tavistock Lakes and Laureate Boulevard & Nemours Parkway
Orange County, Florida
AND
NOTICE OF PUBLIC MEETING TO OPEN RFP RESPONSES**

Greenway Improvement District, the Owner, announces that Landscaping, Common Areas, and Irrigation Maintenance Services will be required for the project listed below:

PROJECT: Tavistock Lakes and Laureate Boulevard & Nemours Parkway
Landscaping, Common Areas, & Irrigation Maintenance Services Agreement Request for
Proposal

The contract for landscaping, common areas, and irrigation maintenance services will consist of maintenance of turf, trees, shrubs and ground cover, open areas, hardscape and irrigation as well as trash removal through certain distinct areas of maintenance as more specifically set forth in the Request for Proposal.

The Request for Proposal will be available beginning **Monday, April 1, 2019 at 10:00 a.m.** from PFM Group Consulting LLC, 12051 Corporate Blvd., Orlando, Florida 32817. Contact is Jennifer Walden, District Manager, at 407-723-5900.

A **mandatory** pre-proposal conference will be held on this project on _____, _____, 2019 at _____ a.m. (EST) at _____. The pre-proposal conference may include, but not be limited to, a discussion of contract requirements, inspections, evaluations, and submittal requirements and may involve a site visit to inspect existing conditions and the areas to be maintained.

Ranking of proposers will be made on the basis of qualifications according to the Evaluation Criteria contained within the Request for Proposal. The Successful proposer(s) will be required to furnish a performance bond in the amount of 25% of the total amount of the first full year's proposal. The District has the right to reject any and all proposals if it determines, at its sole discretion, such rejection is in the best interest of the District. Any proposer who wishes to protest the scope of work and selection criteria shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the proposed project plans and specifications or other contract documents, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, PFM Group Consulting LLC, 12051 Corporate Boulevard, Orlando, Florida 32817. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the Request for Proposal. The formal written protest shall state with particularity the facts and law upon which the protest is based. Any and all questions relative to this project shall be directed in writing only to PFM Group Consulting LLC, Jennifer Walden District Manager, PFM Group Consulting LLC, 12051 Corporate Blvd., Orlando, FL 32817, via facsimile 407-723-5901 or e-mail at waldenj@pfm.com, no later than **Friday, April 19, 2019 at 5:00 p.m.**

Firms desiring to provide services for this project must submit nine (9) bound copies of the required proposal section(s) and one electronic copy of the required proposal section(s) no later than **10:00 a.m. on Monday, May 6, 2019** at the offices of PFM Group Consulting LLC, 12051 Corporate Blvd., Orlando, FL 32817, and Attention: Jennifer Walden, District Manager. Additionally, as further described in the Request for Proposal, each proposer shall supply a bid bond or cashier's check in the sum equal to five percent (5%) of the total amount of the first full year's proposal. Proposals shall be submitted in a sealed package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified.

Notice of Public Meeting to Open RFP Responses

A meeting will be held on **Monday, May 6, 2019 at 10:00 a.m.** at the offices of PFM Group Consulting LLC, 12051 Corporate Blvd., Orlando, FL 32817. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening the RFP responses. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. This meeting may be continued to a date, time, and place to be specified on the record at the meeting. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at 407-723-5900 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

Greeneway Improvement District Jennifer Walden, District Manager
Run Date(s): Sunday, March 24, 2019 and Sunday, March 31, 2019

1. **Technical Capability** (30 points)

Considerations here include the geographic locations of the firm's office(s) in relation to the project; adequacy of equipment to perform the work in a high quality manner; adequacy and capabilities of labor available to perform the work according to the specifications; qualifications, training, and licenses/certifications of key personnel; evaluation of existing and future workload; the volume of work previously awarded to the firm; proposed detailed staffing levels, etc.

2. **Experience** (30 points)

The proposer's past record and experience in similar projects will be considered. Additional factors may include past performance on other projects, record and experience working for the references provided, observation of similar sites maintained by the firm, character, integrity, and reputation of respondent, etc.

3. **Understanding of Scope of Work** (10 points)

Points will be awarded based on the proposer's demonstrated understanding of the District's needs for the services requested and the level of detail provided in the proposal.

4. **Price** (30 points)

Points will be awarded to the proposer submitting the lowest total proposal for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that proposer's proposal and the low proposal..

Total Points Possible (100 points)

GREENEWAY IMPROVEMENT DISTRICT

**Master Lighting and Service Agreement
–Nemours Parkway Phase 7**



**MASTER LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
NEMOURS PARKWAY PHASE 7**

(Orlando Utilities Commission/City of Orlando and Property Owner/Developer))

This Master Lighting Installation, Upgrade and Service Agreement ("Agreement") is entered into this _____ day of _____, 20__, by and between the **ORLANDO UTILITIES COMMISSION**, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 ("OUC"), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established to Chapter 190, Florida Statutes, whose address is 8529 South Park Circle, Suite 330, Orlando, FL 32819 (the "Customer").

RECITALS

A. The Customer is an individual, business entity or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in Exhibit 1 attached hereto and incorporated in this Agreement by reference (the "Property").

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the City of Orlando (the "City") certain costs associated with lighting service for portions of the Property to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services on the Property by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. **OUC DUTIES.**

2.1. OUC shall provide lighting for certain public roadways streets and alleys within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "Upgraded Lighting Facilities"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for the public roadways, streets and alleys in the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "Lighting Facilities".

2.1.2. OUC shall maintain and operate the Lighting Facilities (the "Maintenance Service") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "Electrical Service") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer on the Property and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "Lighting Service".

2.3. The Customer and OUC hereby acknowledge that the Property may be platted and developed in phases (each referenced individually as a "Phase"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for the initial Phase. Lighting Facilities for the initial Phase shall be located and installed as more particularly depicted in the lighting construction plans attached hereto as Exhibit 2 (the "Initial Lighting Plan"). Lighting Service for any subsequent Phases shall be implemented through subsequent, mutually agreed lighting plans for each such Phase. The Initial Lighting Plan and any lighting plans for any subsequent Phases are sometimes hereinafter collectively referred to as the "Lighting Plans" or singularly referred to as a "Lighting Plan". As any subsequent Phases of the of Property are platted and developed, addendums to this Agreement shall be executed and placed of record by OUC and the Customer for the purpose of

(a) depicting and describing the Lighting Plan agreed upon by OUC and the Customer with respect to such subsequent Phases, (b) evidencing any changes to the cost of Upgraded Lighting Facilities resulting from the addition of such subsequent Phases, and (c) specifying any variations in the Lighting Service which may be applicable to such subsequent Phases.

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to any Phase is that all of the following shall have occurred with respect to that Phase: (i) OUC's receipt of the Customer Road Notice (as defined in Section 3.6 below) for that Phase; (ii) Customer must complete installation of Customer Lighting Facilities for that Phase in compliance with OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (iii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way for that Phase (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "Service Conditions"). Installation of the Lighting Facilities for any subsequent Phases shall be made only when the Service Conditions, for such subsequent Phase have been met.

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits, pole bases and junction boxes which may be required for the provision of the Lighting Service (collectively, the "Customer Lighting Facilities"), in such locations as more particularly set forth in the applicable Lighting Plans for each Phase. For purposes of the ongoing duties and rights of the Parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for that Phase.

3.2. The Customer shall grant OUC all easements or provide for right-of-way dedications (not otherwise included in the dedicated public roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plans and (if applicable) subsequent Plans shall be located either (a) in roadways, streets, alleys or any combination of thereof which have been dedicated to the public pursuant to a plat, or (b) in the any pedestrian or utility easements adjacent to the roadways which are dedicated to the public pursuant to the respective plat for each Phase.

3.3. The parties acknowledge that the Customer has requested, and OUC has agreed to procure and install Upgraded Lighting Facilities. The specifications for the Upgraded Lighting Facilities for

the Units are more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Cost associated with the initial Phase of the Property development in the amount set forth in Exhibit 3, attached hereto and incorporated herein by this reference. in accordance with Section 4 below. The parties agree that the Upgrade Cost as set forth in Exhibit 3 includes all of the following additional costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, but only within the initial Phase and for the initial Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City within the initial Phase of development on the Property, absent the Customer's upgrade request (the "Facilities Upgrade Cost").

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Maintenance Upgrade Cost").

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer's upgrade request (the "Electrical Upgrade Cost").

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost (together, referred to in total as the "Upgrade Cost") with respect to any subsequent Phases and the payment terms relating to the same, shall be agreed upon by the parties and specified in addendums to this Agreement relating to such subsequent Phase.

3.6. The Customer shall identify in writing to OUC for each Phase (the "Customer Road Notice") the public roadways, streets and alleys in each Phase which have been platted and developed and within which the Customer Lighting Facilities have been installed and which are eligible and prepared from time to time for Lighting Service in accordance with this Agreement. Prior to delivery by the Customer to OUC of the Customer Road Notice, the Customer and OUC shall mutually agree upon the location of Lighting Facilities to be installed.

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the Exhibit 3 to this agreement. OUC will invoice Customer on a monthly basis and Customer shall make payment by the due date indicated on the invoice. If the Customer fails to pay any installment(s) of the Upgrade Cost by the due date of such payment or otherwise makes payment in a manner

inconsistent with the Orlando Utilities Commission's Administrative Policy Manual, as amended from time to time (the "Manual"), OUC may resort to any available remedy at law or equity, including discontinuation of the Lighting Service and termination of this Agreement with respect to any and all Phases then being served by OUC.

4.2. OUC shall be entitled to make an annual adjustment to the Upgrade Cost of up to three percent (3%) per year, exclusive of fuel and energy charges. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC shall be made by written notice to Customer setting forth the new rates and associated revisions to the Upgrade Cost (the "Increase Notice"). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, 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 applicable taxing authority(ies). Notwithstanding anything to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and 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.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or gross negligence of an employee, agent, invitee, license or contractor of the Customer and (ii) for any damage to Lighting Facilities by the Customer's employees, agents, invitees, licenses or contractors, which Lighting Facilities are put in place in Phases during the time when active construction by Customer is still ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. Title to the Lighting Facilities, shall remain with OUC at all times. 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. Notwithstanding anything herein to the contrary, the parties shall be entitled to any sovereign immunity defenses to which it may be entitled, and the parties do not in any way expand or waive limitations of liability afforded to the parties by virtue of their sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. 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.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by

OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder which shall remain uncured thirty (30) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to enter upon Property where the Lighting Facilities are located to remove the Lighting Facilities. In such case, OUC shall be entitled to take possession of any or all items of the Lighting Facilities. In the event of any default hereunder by the Customer, and the expiration of any applicable grace or cure periods, the Customer shall be responsible for the cost of removing the Lighting Facilities, with such work to be done by OUC and billed to the Customer.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not without OUC's permission permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "Effective Date" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have a term of twenty (20) years for each Phase for which Lighting Services are provided by OUC (the 20 year period shall be referred to as the "Term" for each Phase). The Term for the initial Phase shall begin when the installation of the Lighting Equipment is finally completed and the Customer is first billed for the Lighting Service based on operation of the full compliment of Lighting Equipment to be provided under this Agreement for that Phase. Prior to the beginning of the Term for the initial Phase, the Customer may request in writing to OUC that Lighting Facilities be energized for operation as completed by OUC rather than waiting for the Term to begin for that particular Phase. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement prior to the start of the Term. Such billing shall be based on an adjusted Upgrade Cost for each billing period prior to the beginning of the Term, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase ("Proportional Upgrade Cost"). In the event that an installation of Lighting Equipment is to be provided by OUC in several Phases, Lighting Services for each Phase completed shall have its own Term under this Agreement. As with the initial Phase, the Customer may request interim operation of Lighting Facilities as they become energized and OUC shall bill based on the Proportional Upgrade Cost for those Lighting Facilities prior to the start of the Term for that Phase in the same manner as described above for the initial Phase. The Term for each such additional Phase shall begin when installation of the Lighting Equipment for

that subsequent Phase is finally completed and the Customer is first billed for the Lighting Service based on the operation of the full compliment of Lighting Equipment that is to be provided under that Phase.

5.13. [OPTIONAL PARAGRAPH FOR BANNER ARMS] 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 disease 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.

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

GREENEWAY IMPROVEMENT

DISTRICT, a local unit of special purpose
government established pursuant to Chapter
190, Florida Statutes Tax ID: 050561077

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____, as _____ of the
_____, who is [] personally known to me or []
produced the following identification: _____, and who did not take an
oath.

Notary Public

Printed Name Below Signature

My Commission Expires

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name:_____

By:_____

Clint Bullock
General Manager & CEO

Name:_____

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Attest:_____

Attorney for OUC

Name:_____

Date:_____

Title:_____

Date:_____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Clint Bullock, as General Manager and CEO of **ORLANDO UTILITIES
COMMISSION**, who is [] personally known to me or [] produced the following identification:
_____, and who did not take an oath.

Notary Public

Printed Name Below Signature

My Commission Expires

EXHIBIT 1
THE PROPERTY

See attached description and sketch

LAKE NONA SOUTH
NEMOURS PARKWAY PHASE 7
BCID and GID Portions
(ROAD PORTION – EXCLUDING LIFTSTATION)

DESCRIPTION:

That part of Section 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 30.00 feet to the Northerly line of lands described in Official Records Document Number 20160591806, of the Public Records of Orange County and a point on a non-tangent curve concave Northerly having a radius of 3030.00 feet and a chord bearing of N75°23'19"E; thence departing said Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1 run Easterly along said Northerly line and the arc of said curve through a central angle of 06°25'44" for a distance of 339.99 feet to the point of tangency; thence N72°10'27"E along said Northerly line, 55.07 feet; thence N00°00'16"W along said Northerly line, 94.54 feet to the Southeast corner 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; thence departing said Northerly line run N72°10'27"E along the Northeasterly prolongation of the Southerly line of said Lot 1, for a distance of 22.22 feet; thence departing said Northeasterly prolongation run N13°52'07"W, 2.00 feet; thence N72°10'27"E, 146.09 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.

AND

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

Commence 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 30.00 feet to the POINT OF BEGINNING; thence continue N11°23'49"W along said Easterly line, 90.00 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 and a point on the Northerly line of lands described in Official Records Document Number 20160591806, of the Public Records of Orange County, Florida; thence departing said Southerly line run the following three (3) courses and distances along said Northerly line: S00°00'16"E, 94.54 feet; S72°10'27"W, 55.07 feet to the point of curvature of a curve concave Northerly having a radius of 3030.00 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 339.99 feet to the POINT OF BEGINNING.

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

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

A north arrow pointing upwards, labeled "North". Below it is a graphic scale bar with markings for 200', 0, and 200'. The scale is labeled "Scale: 1" = 200'".

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

NORTHERLY LINE OF
LANDS DESCRIBED IN
DOC# 20160591806

SOUTHEAST CORNER OF
LOT 1 NEMOURS
CHILDREN'S HOSPITAL
(PB 73, PGS 81-83)

NORTHEASTERLY
PROLONGATION OF THE
SOUTHERLY LINE OF LOT 1
NEMOURS CHILDREN'S
HOSPITAL (PB 73, PGS 81-83)

PT
(SEE SHEET 2)
MATCH LINE

C2
C13
NOT PLATTED
PT
L6 PC
L5
L4
(PROPOSED)
NEMOURS PARKWAY
L15
L16
L17
L18
PT
L2
C1
NOT INCLUDED
NOT PLATTED
C14
C18
NT
NT
NOT PLATTED

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

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	3030.00'	6°25'44"	339.99'	339.81'	N75°23'19"E
C2	1537.45'	13°12'00"	354.20'	353.42'	N78°46'26"E
C13	774.00'	14°30'29"	195.99'	195.46'	S79°25'41"W
C14	3065.00'	6°25'44"	343.00'	343.74'	S75°02'00"W

CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	3030.00'	6°25'44"	339.99'	339.81'	N75°23'19"E
C2	1537.45'	13°12'00"	354.20'	353.42'	N78°46'26"E
C13	774.00'	14°30'29"	195.99'	195.46'	S79°25'41"W
C14	3065.00'	6°25'44"	343.92'	343.74'	S75°23'19"W

DATE	BY	DESCRIPTION
REVISIONS		



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

Robert "Tyler" Bears August 08, 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.

Printed: Wed 08-Aug-2018 - 08:29AM
F:\Proj2016\16106\Sdwq\NAVD88\sod\CS# 16-204(K) Nemours Parkway Phase 7 GID Portlon.dwg

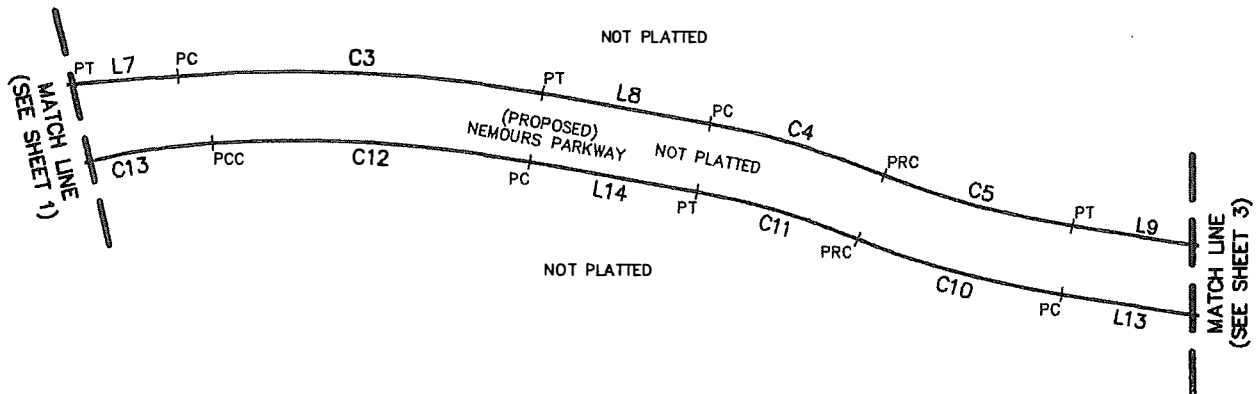
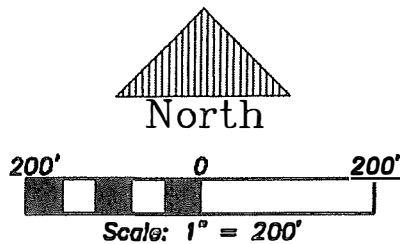
CS# 16-204(K)

SKETCH OF DESCRIPTION

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

SEE SHEETS 1 - 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION,
NOTES AND LEGEND.

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L7	N85°22'26"E	121.00'
L8	S79°49'33"E	195.92'
L9	S81°32'57"E	343.56'
L13	N81°32'57"W	343.56'
L14	N79°49'33"W	195.92'



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	1637.00'	14°48'01"	422.86'	421.68'	S87°13'33"E
C4	1037.00'	11°42'08"	211.80'	211.43'	S73°58'29"E
C5	963.00'	13°25'32"	225.65'	225.13'	S74°50'11"E
C10	1042.00'	13°25'32"	244.16'	243.60'	N74°50'11"W
C11	958.00'	11°42'08"	195.66'	195.32'	N73°58'29"W
C12	1558.00'	13°29'31"	366.88'	366.03'	N86°34'19"W
C13	774.00'	14°30'29"	195.99'	195.46'	S79°25'41"W

PREPARED FOR: **LAKE NONA LAND COMPANY, LLC**
LAKE NONA SOUTH - NEMOURS PARKWAY PHASE 7 - GID PORTION



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

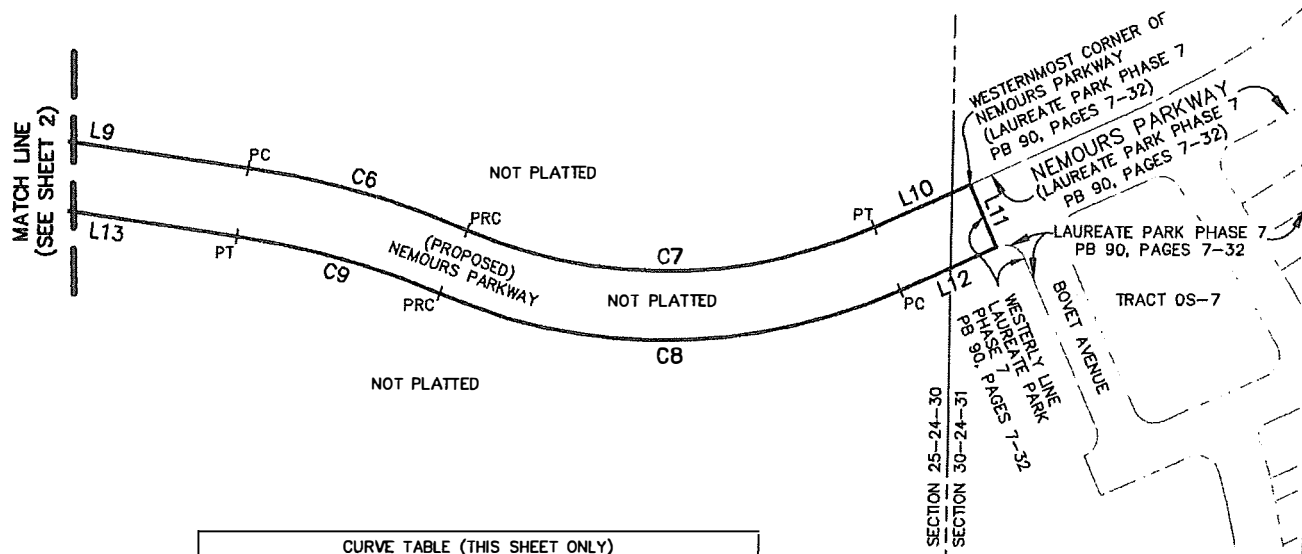
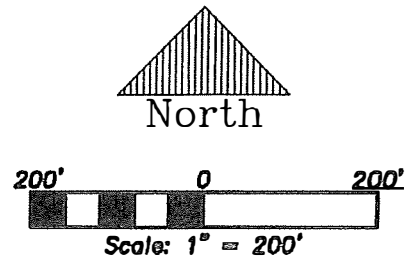
DRAWN BY: <u>RTS</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>16106</u>	SCALE <u>1"=200'</u>	SHEET <u>2</u> OF <u>4</u>
DATE: <u>08/2018</u>	DATE: <u>08/2018</u>			

SKETCH OF DESCRIPTION

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

SEE SHEETS 1 - 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION,
NOTES AND LEGEND.

LINE TABLE (THIS SHEET ONLY)		
NUMBER	BEARING	DISTANCE
L9	S81°32'57"E	343.56'
L10	N66°02'10"E	121.31'
L11	S23°57'50"E	79.00'
L12	S66°02'10"W	121.31'
L13	N81°32'57"W	343.56'



CURVE TABLE (THIS SHEET ONLY)					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C6	1037.00'	14°33'00"	263.34'	262.63'	S74°16'27"E
C7	588.00'	46°57'53"	481.98'	468.60'	N89°31'07"E
C8	667.00'	46°57'53"	546.73'	531.55'	S89°31'07"W
C9	958.00'	14°33'00"	243.28'	242.63'	N74°16'27"W

PREPARED FOR: **LAKE NONA LAND COMPANY, LLC**
LAKE NONA SOUTH - NEMOURS PARKWAY PHASE 7 - GID PORTION



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>3</u>
DATE: <u>08/2018</u>	DATE: <u>08/2018</u>			OF <u>4</u>

SKETCH OF DESCRIPTION

SEE SHEETS 1 - 3 FOR SKETCH.
SEE SHEET 4 FOR LEGAL DESCRIPTION,
NOTES AND LEGEND.

DESCRIPTION:

That part of Section 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 30.00 feet to the Northerly line of lands described in Official Records Document Number 20160591806, of the Public Records of Orange County and a point on a non-tangent curve concave Northerly having a radius of 3030.00 feet and a chord bearing of N75°23'19"E; thence departing said Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1 run Easterly along said Northerly line and the arc of said curve through a central angle of 06°25'44" for a distance of 339.99 feet to the point of tangency; thence N72°10'27"E along said Northerly line, 55.07 feet; thence N00°00'16"W along said Northerly line, 94.54 feet to the Southeast corner 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; thence departing said Northerly line run N72°10'27"E along the Northeasterly prolongation of the Southerly line of said Lot 1, for a distance of 22.22 feet; thence departing said Northeasterly prolongation run N13°52'07"W, 2.00 feet; thence N72°10'27"E, 146.09 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 587°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 579°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 573°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 574°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 581°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 574°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 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 523°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 566°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 589°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 579°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 572°10'27"W, 446.49 feet; thence N13°52'07"W, 2.00 feet; thence 572°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 575°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.

Containing 6.148 acres more or less and 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 N11°23'49"W, 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 A2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- No facilities associated with this Sketch of Description have been field located by Donald W. McIntosh Associates, Inc.

PREPARED FOR: **LAKE NONA LAND COMPANY, LLC**
LAKE NONA SOUTH - NEMOURS PARKWAY PHASE 7 - GID PORTION



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>4</u>
DATE: <u>08/2018</u>	DATE: <u>08/2018</u>			OF <u>4</u>

LEGEND

SECTION 25-24-30	SECTION, TOWNSHIP, RANGE
POB	POINT OF BEGINNING
DOC#	OFFICIAL RECORDS DOCUMENT
	NUMBER PUBLIC RECORDS OF
	ORANGE COUNTY, FLORIDA
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)

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>

PROPERTY / PREMISE LOCATION INFORMATION

Premise Name:	Nemours Parkway Phase 7
Premise Address:	Nemours Parkway
City, State, Zip:	Orlando, FL
Premise Number:	

BILLING INFORMATION

Billing Contract 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:	615438
Comments:	

EXHIBIT 2

INITIAL LIGHTING PLAN

(56ea) 20' Bronze Alum Pole / OUC # 036-27508
(56ea) 83w GE Post Top Type III Fixture / OUC # 036-23120
(2ea) 85w LED Floodlight / OUC # 036-23178

Customer is responsible for Conduit, junction boxes, and pull string, per OUC spec

EXHIBIT 3

INITIAL PHASE UPGRADE COST PAYMENT TERMS

UP-FRONT PAYMENT:

Customer elects to make an Up-Front Payment for the OUC Lighting System of \$0.00.

MONTHLY INSTALLMENT:

During the Term of this Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of[\$ 1034.36 ***] . Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

*** 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 Schedule 4.

GREENEWAY IMPROVEMENT DISTRICT

**Amendment No. One (1) to Service Agreement
for Lighting Service between OUC and
Greeneway Improvement District
-Landon House**

AMENDMENT No. One (1)
to
SERVICE AGREEMENT FOR LIGHTING SERVICE
Between
ORLANDO UTILITIES COMMISSION
And
GREENWAY IMPROVEMENT DISTRICT
(LONDON HOUSE)

This Amendment No. One (1) is to the Service Agreement for Lighting Service ("Agreement") by and between **Orlando Utilities Commission ("OUC")** and **GREENWAY IMPROVEMENT DISTRICT ("Customer")** dated **October 31st, 2016** and shall become effective on the date last signed below. OUC and **GREENWAY IMPROVEMENT DISTRICT** shall collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, OUC agreed to install certain lighting service equipment and to operate and maintain all such equipment under the terms and provisions set forth in the Agreement for a term of twenty (20) years beginning **Month Day, Year** and

WHEREAS, Customer agreed to pay OUC on a monthly basis throughout the term of the Agreement for installation and maintenance of the lighting equipment and for all electric energy used for the operation of the lighting equipment on Customer's Property as specifically described in the Agreement; and,

WHEREAS, OUC and Customer agree to revise plans for installation of the lighting equipment resulting in a change to the monthly lighting service charges and an adjustment to the term of the Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitations.** The above recitals are true and correct and are hereby incorporated herein.

2. **Definitions.** Each initially capitalized term used without definition shall have the meaning as ascribed to such term in the Service Agreement for Lighting Service, unless changed herein.
3. The Parties agree the monthly rate for lighting equipment, operation, and maintenance shall be as outlined in Exhibit A to this Amendment which shall supersede and replace Exhibit 1 of the Agreement.
4. The Parties agree the term of the Agreement shall remain twenty (20) years commencing on the effective date of this Amendment unless terminated earlier as provided in Section 5 of the Agreement.

Except as specifically amended herein, all other terms and conditions of the Service Agreement for Lighting Service shall remain in full force and effect, and in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall control and govern.

IN WITNESS WHEREOF, OUC and **GREENWAY IMPROVEMENT DISTRICT** have caused this Amendment to be executed in duplicate in their names by their respective duly authorized officials, and shall become effective on the date last signed 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 _____, 201____, 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: Kenneth P. Ksionek
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 _____, 201____, by KENNETH P. KSIONEK, 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 A

RATE PER MONTH

Monthly Lighting Service Charge	
Capital Investment	\$ 196.49
Maintenance	\$ 18.83
Fuel and Energy	\$ 0.00
Total	\$ 215.32

The above costs reflect OUC's revised cost of capital investment for the lighting system installed.

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

ANNUAL RATE ADJUSTMENT

Taxes may be adjusted periodically. The fees established in this Exhibit A may be adjusted by OUC annually to reflect changes in electric rates, subject to review and approval by the Florida Public Service Commission. In any one year, 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 removed 18ea Fixtures and 10ea Poles from original contract. Remaining poles and fixtures are below.

(7ea) 87w LED Post Top GE Black Fixture / OUC # 036-23225

(6ea) 16' Rnd Alum Direct Buried Black Pole with Banner Arms / OUC # 036-21747

(1ea) 16' Rnd Alum Anchor Base Black Pole with Banner Arms / OUC # 036-21751

OUC Installed Lighting Equipment:

All conduit, junction boxes, associated poles, fixtures, parts, wires, photocells, and controllers will be installed by OUC.

CUSTOMER Installed Lighting Equipment:

Not applicable

Phased Installation Plan

All at once

OUTAGE REPORTING

Light out Telephone Number – 407-737-4222

Light out Web Address – www.ouc.com/home/streetlight.htm

CUSTOMER Project Reference Number - _____

LEGAL DESCRIPTION OF THE PROPERTY

“Within the Public Right-of-Way of Tavistock Lakes Boulevard lying south of Lot 1, LAKE NONA SOUTH PARCEL 22C FIRST AMENDMENT REPLAT, according to the Plat thereof as recorded in Plat Book 85, Page 20, of the Public Records of Orange County, Florida.”

Premise Name:	Landon House
Premise Address:	7010 Lake Nona Blvd.
City, State, Zip:	Orlando, FL 32827

BILLING INFORMATION

Billing Contract Name:	Greeneway Improvement District
Billing Address:	8529 South Park Circle, Suite 330
City, State, Zip:	Orlando, FL 32819
Billing Contact Name:	
Billing Contact Phone:	
Federal Tax ID:	05-0561077
Customer Account	8795843030

GREENEWAY IMPROVEMENT DISTRICT

**Requisition Nos. 620 -644 & 2018- 001 – 2018-002
Approved in February 2019 in an amount
totaling \$2,307,394.40**

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 February 1, 2019 through February 28, 2019. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
620	Dix.Hite + Partners	\$560.00
621	Hopping Green & Sams	\$493.50
622	Jr. Davis Construction	\$608,141.61
623	Mack Industries	\$194,837.00
624	Rinker Materials	\$150,474.36
625	Dewitt Excavation	\$52,507.94
626	Dix.Hite + Partners	\$174.00
627	Donald W. McIntosh Associates	\$2,268.84
628	Greeneway Improvement District	\$6,478.28
629	Jr. Davis Construction	\$135,673.14
630	Professional Service Industries	\$1,300.00
631	Rinker Materials	\$69,760.32
632	Donald W. McIntosh Associates	\$11,610.63
633	Ferguson	\$163,320.43
634	Orlando Sentinel	\$74.17
635	Rinker Materials	\$1,464.40
636	Dix.Hite + Partners	\$2,196.00
637	Ferguson	\$959.76
638	Hopping Green & Sams	\$329.00
639	Innovations Design Group	\$3,500.00
640	Rinker Materials	\$15,992.24
641	Dewitt Excavation	\$25,358.38
642	Ferguson	\$29,121.28
643	Donald W. McIntosh Associates	\$4,714.28
644	Rinker Materials	\$19,712.68
2018-001	Jr. Davis Construction	\$717,971.16
2018-002	Mack Industries	\$88,401.00
		\$2,307,394.40

**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:** 620
- (B) **Name of Payee:** Dix.Hite + Partners
- (C) **Amount Payable:** \$560.00
- (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 1812088 for Project 21646.2 (Nemours Pkwy Phase 6) Through 12/14/2018 – **\$560.00**
- (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;

RECEIVED FEB 12 2019

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

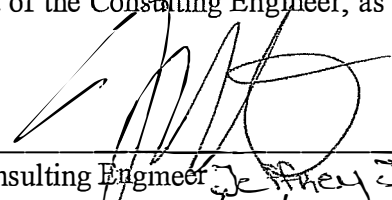


Responsible Officer Chad Tinetti

Date: 2/11/2019

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: 1/14/19

**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:** 621
- (B) **Name of Payee:** Hopping Green & Sams
- (C) **Amount Payable:** \$493.50
- (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 104639 for Project Construction through 11/30/2018 – **\$493.50**
- (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;

RECEIVED FEB 12 2019

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.

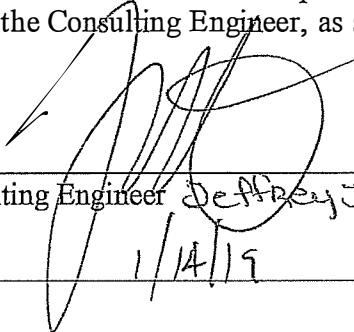
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti

Date: 2/11/2019

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: 1/14/19

**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:** 622
- (B) **Name of Payee:** Jr. Davis Construction Company
- (C) **Amount Payable:** \$608,141.61
- (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 #2 for Project 1961 (Nemours Parkway Phase 7) Through 11/25/2018 – **\$265,015.40**
 - 2. Pay Application #3 for Project 1961 (Nemours Parkway Phase 7) Through 12/25/2018 – **\$343,126.21**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

RECEIVED FEB 12 2019

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

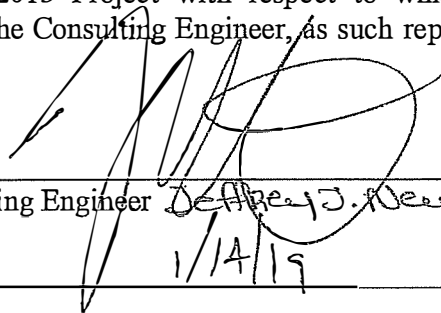


Responsible Officer Chad Tinetti

Date: 2/11/2019

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: 1/14/19

**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:** 623
- (B) **Name of Payee:** Mack Industries
- (C) **Amount Payable:** \$194,837.00
- (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 102876 for Construction Materials Related to Nemours Parkway Ph 7 Through 11/08/2018 – **\$31,789.00**
 - 2. Invoice 103073 for Construction Materials Related to Nemours Parkway Ph 7 Through 11/20/2018 – **\$4,580.00**
 - 3. Invoice 103034 for Construction Materials Related to Nemours Parkway Ph 7 Through 11/19/2018 – **\$21,401.00**
 - 4. Invoice 102709 for Construction Materials Related to Nemours Parkway Ph 7 Through 10/26/2018 – **\$7,801.00**
 - 5. Invoice 102805 for Construction Materials Related to Nemours Parkway Ph 7 Through 10/31/2018 – **\$13,476.00**
 - 6. Invoice 102969 for Construction Materials Related to Nemours Parkway Ph 7 Through 11/14/2018 – **\$40,016.00**
 - 7. Invoice 103116 for Construction Materials Related to Nemours Parkway Ph 7 Through 11/27/2018 – **\$4,402.00**
 - 8. Invoice 103615 for Construction Materials Related to Nemours Parkway Ph 7 Through 12/28/2018 – **\$71,372.00**
- (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;

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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

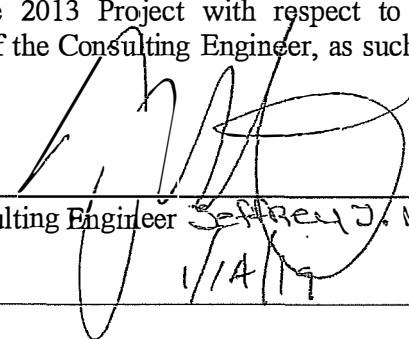


Responsible Officer Chad Tinetti

Date: 2/11/2019

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: 1/14/19

**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:** 624
- (B) **Name of Payee:** Rinker Materials
- (C) **Amount Payable:** \$150,474.36
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoices 17705863, 17632098, 17712122, 17751892, 17739918, 17747722, 17553519, 17559954, 17566327, 17577172, 17585124, and 17549459 for Construction Materials for Nemours Ph 7 – **\$150,474.36**
- (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:

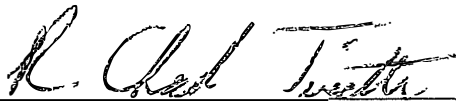
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013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

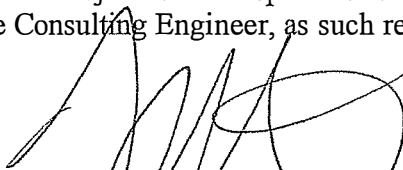


Responsible Officer Chad Tinetti

Date: 2/11/2019

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: 1/14/19

**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:** 625
- (B) **Name of Payee:** DeWitt Excavation
- (C) **Amount Payable:** \$52,507.94
- (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 #8 for Lake Nona Hartwell Court Extension Through 11/30/2018 – **\$52,507.94**
- (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.

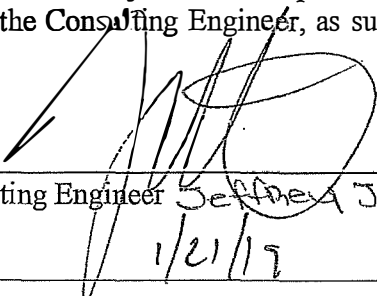
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti
Date: 2/11/2019

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: 1/21/19

**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:** 626
- (B) **Name of Payee:** Dix.Hite + Partners
- (C) **Amount Payable:** \$174.00
- (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 1812089 for Project 21646.4 (Nemours Pkwy Phase 7) Through 12/14/2018 – **\$174.00**
- (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.

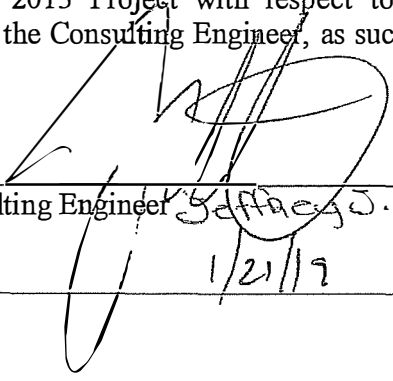
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Cheryl Tinetti

Date: 2/11/2019

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: 1/21/19

**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:** 627
- (B) **Name of Payee:** Donald W. McIntosh Associates
- (C) **Amount Payable:** \$2,268.84
- (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 36088 for Project 23216 (Lake Nona Greeneway) Through 12/28/2018 – **\$2,268.84**
- (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.

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GREENEWAY IMPROVEMENT
DISTRICT

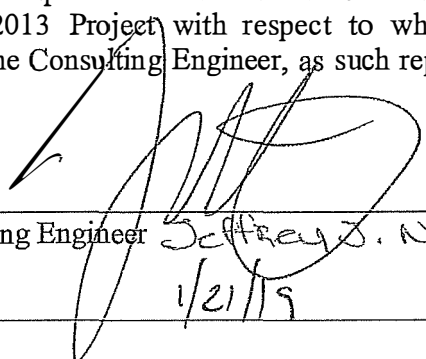


Responsible Officer Chad Tinetti

Date: 2/11/2019

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: 1/21/19

**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:** 628
- (B) **Name of Payee:** Greenway Improvement District
- (C) **Amount Payable:** \$6,478.28
- (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 to District for Nemours 7 Landscape Permit Fee Paid from O&M Funds to City of Orlando – **\$6,478.28**
- (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.

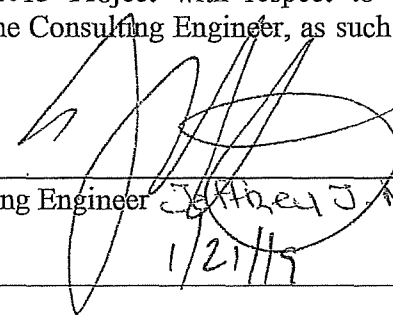
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti

Date: 2/11/2019

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: 1/21/19

**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:** 629
- (B) **Name of Payee:** Jr. Davis Construction Company
- (C) **Amount Payable:** \$135,673.14
- (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 #11 for Project 1925 (Nemours Parkway Ph.6) Through 10/25/2018 – **\$28,815.75**
 - 2. Pay Application #12 for Project 1925 (Nemours Parkway Ph.6) Through 12/25/2018 – **\$106,857.39**
- (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.

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

GREENEWAY IMPROVEMENT
DISTRICT

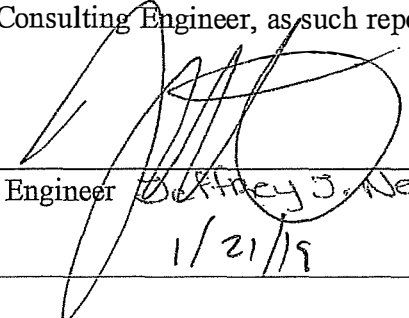


Responsible Officer

Date: 2/11/2019

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: 1/21/19

**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:** 630
- (B) **Name of Payee:** Professional Service Industries
- (C) **Amount Payable:** \$1,300.00
- (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 609520 for Geotechnical Services Through 12/31/2018 – **\$1,300.00**
- (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:

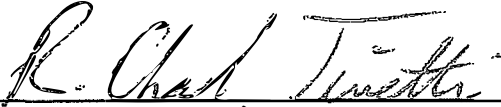
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013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

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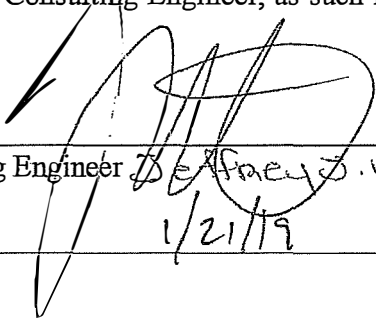
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti

Date: 2/11/2019

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: 1/21/19

**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:** 631
- (B) **Name of Payee:** Rinker Materials
- (C) **Amount Payable:** \$69,760.32
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoices 17803975, 17799989, 17797302, 17790701, and 17784886 for Construction Materials for Nemours Ph 7 – **\$69,760.32**
- (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:

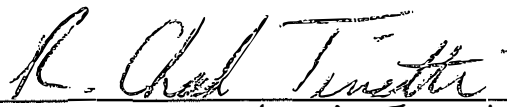
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013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

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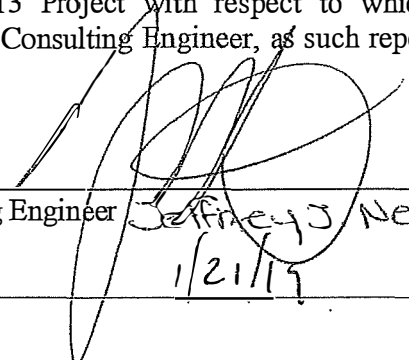
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti
Date: 2/11/2019

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: 1/21/19

**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:** 632
- (B) **Name of Payee:** Donald W. McIntosh Associates
- (C) **Amount Payable:** \$11,610.63
- (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 36154 for Project 14052 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 12/28/2018 – **\$3,281.50**
 - 2. Invoice 36155 for Project 16018 (Nemours Parkway Phase 5 Design & Permitting) Through 12/28/2018 – **\$247.76**
 - 3. Invoice 36157 for Project 17056 (Laureate Park South Active Park Area on Parcel 24d – Hartwell Court) Through 12/28/2018 – **\$281.16**
 - 4. Invoice 36158 for Project 17141 (Centerline Drive Phase 2 (fka Hartwell Court)) Through 12/28/2018 – **\$3,011.25**
 - 5. Invoice 36162 for Project 18129 (Nemours Parkway Phase 7 – Construction Phase Services – GID) Through 12/28/2018 – **\$4,788.96**
- (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.

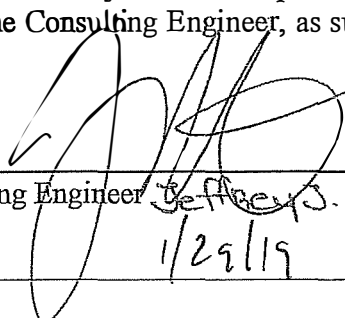
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti
Date: 2/11/2019

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: 1/29/19

**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:** 633
- (B) **Name of Payee:** Ferguson
- (C) **Amount Payable:** \$163,320.43
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoices 1646652, 1647771, 1653729, 1645202, 1645488, 1654702, 1647218, 1658622, 1659904, 1645390-1, 1645897-1, 1645456-1, 1646603-1, 1653117, and 1649443 for Construction Materials for Nemours Ph 7 – **\$163,320.43**
- (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:

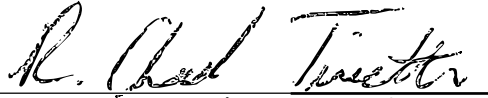
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013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

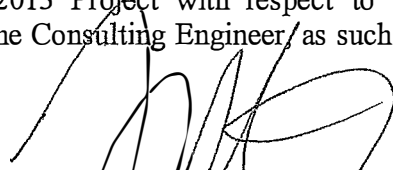


Responsible Officer Chad Tinetti

Date: 2/11/2019

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 Z. Newton, P.E.

Date: 1/29/19

**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:** 634
- (B) **Name of Payee:** Orlando Sentinel
- (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. Invoice OSC3288880 (Ad #6015327) for Legal Advertising Through 12/30/2018, split 3 ways – **\$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.

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

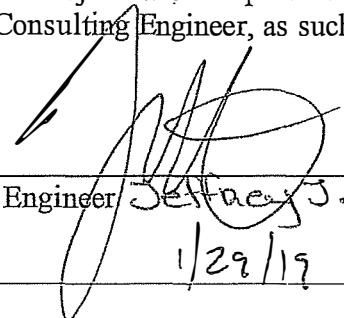
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tine

Date: 2/11/2019

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: 1/29/19

**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:** 635
- (B) **Name of Payee:** Rinker Materials
- (C) **Amount Payable:** \$1,464.40
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoices 17806313, 17806312, 17806311, 17806310, 17806309, 17806308, 17806307, 17562879, 17571772, and 17568116 for Construction Materials for Nemours Ph 7 – **\$1,464.40**
- (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:

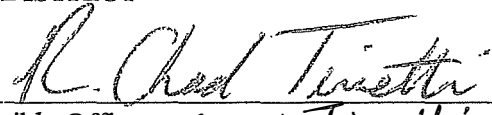
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013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

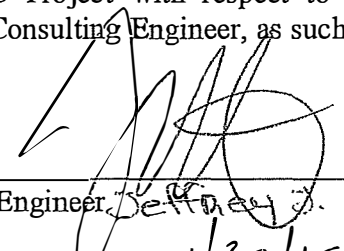
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti
Date: 2/11/2018

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: 1/25/19

**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:** 636
- (B) **Name of Payee:** Dix.Hite + Partners
- (C) **Amount Payable:** \$2,196.00
- (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 1901077 for Project 21646.2 (Nemours Pkwy Phase 6) Through 01/18/2019 – **\$750.00**
 - 2. Invoice 1901078 for Project 21646.4 (Nemours Pkwy Phase 7) Through 01/18/2019 – **\$696.00**
 - 3. Invoice 1901081 for Project 21646.2 (Nemours Pkwy Phase 5) Through 01/18/2019 – **\$750.00**
- (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;

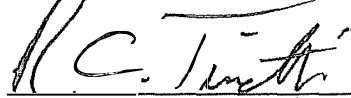
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The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee 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

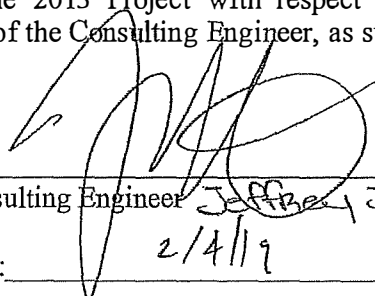


Responsible Officer Chad Tinetti

Date: 2/14/2019

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: 2/4/19

**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:** 637
- (B) **Name of Payee:** Ferguson
- (C) **Amount Payable:** \$959.76
- (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 1656482 for Construction Materials for Nemours Ph 7 – \$959.76
- (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;

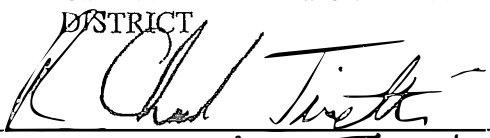
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

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

RECEIVED FEB 15 2019

GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti

Date: 2/14/2019

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: 2/14/19

**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:** 638
- (B) **Name of Payee:** Hopping Green & Sams
- (C) **Amount Payable:** \$329.00
- (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 105130 for Project Construction through 12/31/2018 – **\$329.00**
- (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;

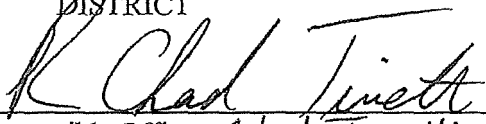
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The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee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

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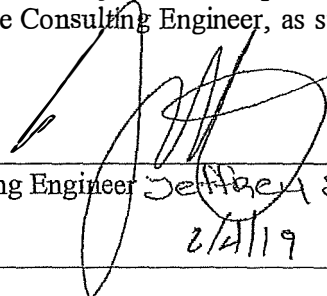
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti
Date: 2/14/2019

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: 2/14/19

**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:** 639
- (B) **Name of Payee:** Innovations Design Group
- (C) **Amount Payable:** \$3,500.00
- (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 18169 for Job #18049 (Centerline Drive) – **\$3,500.00**
- (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:

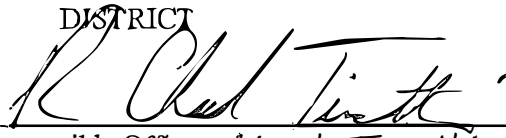
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013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

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GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer

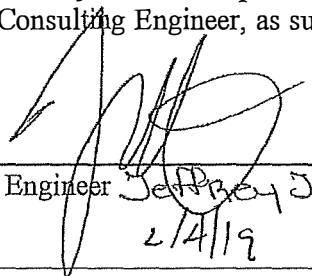
Chad Tinetti

Date:

2/14/2019

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:

2/14/19

**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:** 640
- (B) **Name of Payee:** Rinker Materials
- (C) **Amount Payable:** \$15,992.24
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoices 17809643 and 17806255 for Construction Materials for Nemours Ph 7 – **\$15,992.24**
- (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.

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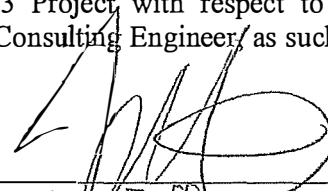
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti
Date: 2/14/2019

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: 2/14/19

**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:** 641
- (B) **Name of Payee:** DeWitt Excavation
- (C) **Amount Payable:** \$25,358.38
- (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 #9 for Lake Nona Hartwell Court Extension Through 01/31/2019 – \$25,358.38
- (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

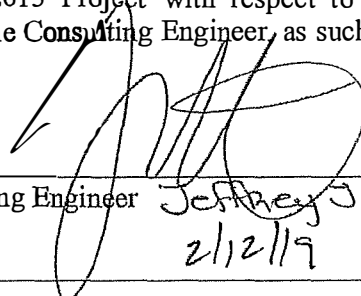


Responsible Officer

Date: 2/14/2019

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: 2/12/19

**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:** 642
- (B) **Name of Payee:** Ferguson
- (C) **Amount Payable:** \$29,121.28
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoices 1647989, 1654700, and 1661283 for Construction Materials for Nemours Ph 7 – **\$29,121.28**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

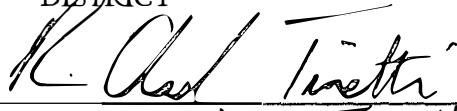
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will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

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

RECEIVED FEB 15 2019

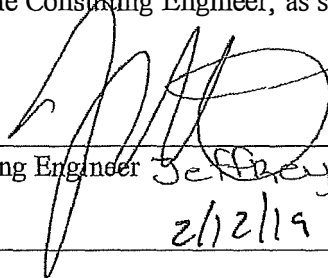
Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinetti
Date: 2/14/2019

CONSULTING ENGINEER'S APPROVAL

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


Consulting Engineer Jeffrey O. Newton, P.E.
Date: 2/12/19

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:** 643
- (B) **Name of Payee:** Donald W. McIntosh Associates
- (C) **Amount Payable:** \$4,714.28
- (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 36201 for Project 23216 (Lake Nona Greenway) Through 01/25/2019 – \$4,714.28
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

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

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

RECEIVED FEB 22 2019

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 Richard L. Levey

Date: 2/21/19

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: 2/19/19

RECEIVED FEB 22 2019

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:** 644
- (B) **Name of Payee:** Rinker Materials
- (C) **Amount Payable:** \$19,712.68
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoices 17712122, 17632098, and 17705863 for Construction Materials for Nemours Ph 7 – **\$19,712.68**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

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

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

RECEIVED FEB 22 2019

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

Richard L. Levy

Date:

2/21/19

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:

2/17/19

RECEIVED FEB 22 2019

EXHIBIT A

GREENWAY IMPROVEMENT DISTRICT
REQUISITION FOR PAYMENT AND
2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	February 8, 2019	REQUISITION NO:	001
PAYEE:	Jr. Davis Construction Co., Inc.	AMOUNT DUE:	\$717,971.16
ADDRESS:	210 S. Hoagland Blvd. Kissimmee, FL 34741	FUND:	Acquisition/Construction
ITEM:	Invoice 124974 (Pay Application #4) for Project 1961 (Nemours Parkway Ph. 7) Through 01/25/2019 - \$717,971.16		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies 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.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

GREENWAY IMPROVEMENT DISTRICT

BY:

CHAIRMAN OR VICE CHAIRMAN

Richard L. Leroy

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY:

DISTRICT ENGINEER

Jeffrey D. Newton, P.E. 2/16/19

RECEIVED FEB 22 2019

GREENEWAY IMPROVEMENT DISTRICT
REQUISITION FOR PAYMENT AND
2018 NOTE REQUISITION AND CONSTRUCTION ACCOUNT

DATE:	February 15, 2019	REQUISITION NO:	002
PAYEE:	Mack Industries	AMOUNT DUE:	\$88,401.00
ADDRESS:	PO Box 936468 Atlanta, GA 31193-6468	FUND:	Acquisition/Construction
ITEM:	<ul style="list-style-type: none">▫ Invoice MCI 104040 for Construction Materials for Nemours Parkway Ph. 7) – \$15,200.00▫ Invoice MCI 104111 for Construction Materials for Nemours Parkway Ph. 7) – \$950.00▫ Invoice MCI 103196 for Construction Materials for Nemours Parkway Ph. 7) – \$879.00▫ Invoice MCI 103615 for Construction Materials for Nemours Parkway Ph. 7) – \$71,372.00		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2018 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2018 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies 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.

It is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

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

GREENEWAY IMPROVEMENT DISTRICT

BY: _____

CHAIRMAN or VICE CHAIRMAN

Richard L. Leroy

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the 2018 Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the 2018 Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer.

BY: _____

DISTRICT ENGINEER

2/17/19
Jeffrey J. Newton, P.E.

RECEIVED FEB 22 2019

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in February 2019 in an amount
totaling \$56,966.28**

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 February 1, 2019 through February 28, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$56,966.28**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

3/5/19
4:01:07 PM

Greenway Improvement District
AP Check Register (Current by Bank)
Check Dates: 2/1/2019 to 2/28/2019

Page: 1

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
2692	02/01/19	P	VALLEY	BrightView Landscape Services	\$1,139.00
2693	02/06/19	P	FISH	Fishkind & Associates, Inc.	\$1,250.00
2694	02/06/19	P	HGS	Hopping Green & Sams	\$2,427.55
2695	02/06/19	P	MLM	Michael's Lighting & Electric	\$81.25
2696	02/06/19	P	ORLS	Orlando Sentinel	\$181.25
2697	02/13/19	P	VALLEY	BrightView Landscape Services	\$25,981.45
2698	02/13/19	P	VENTUR	VenturesIn.com, Inc.	\$105.00
2699	02/18/19	P	VALLEY	BrightView Landscape Services	\$785.00
2700	02/18/19	P	DONMC	Donald W. McIntosh Associates	\$633.50
2701	02/18/19	P	FISH	Fishkind & Associates, Inc.	\$3,556.58
2702	02/19/19	P	TRUSTE	US Bank as Trustee for Greenew	\$126,951.39
2703	02/25/19	P	AAIKIN	Amanda Aikins	\$200.00
2704	02/25/19	P	RLEVEY	Richard Levey	\$200.00
BANK SUN REGISTER TOTAL:					\$163,491.97
GRAND TOTAL :					\$163,491.97

Debt service

DS 163,491.97 +
BCID 8,706.15 +
OVC 11,719.55 +
5,966.28 G+

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT

** Denotes broken check sequence.

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #377

1/25/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Controller #27 Repairs (Zone 30)	6125277	\$ 372.50
	Controller #19 Repairs (Zones 15, 17)	6129601	\$ 212.00
	Controller #19 Repairs (Zones 6, 10, 11, 12)	6129602	\$ 276.50
	Dog Park Irrigation Repairs	6129608	\$ 22.50
	Controller #20 Repairs	6129609	\$ 55.50
	Controller #22 Repairs (Zone 7)	6129610	\$ 200.00
TOTAL			\$ 1,139.00



Secretary/Assistant Secretary

Chairperson

RECEIVED JAN 26 2019

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #378

2/1/2019

Item No.	Payee	Invoice Number	General Fund
1	Fishkind & Associates FY 2019 Quarter 1 Dissemination Services	24142	\$ 1,250.00
2	Hopping Green & Sams General Legal Through 12/31/2018	105129	\$ 2,427.55
3	Michael's Lighting & Electric Night Lighting Check on 01/31/2019	8357	\$ 81.25
4	Orlando Sentinel Legal Advertising on 01/15/2019	OSC3612212	\$ 181.25
TOTAL			\$ 3,940.05



Secretary/Assistant Secretary

Chairperson

Ja [unclear]
2/4/19

RECEIVED FEB 05 2019

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #379

2/8/2019

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District January ICM Expenses <i>pd online 2/13/19</i>	ICM2019-04	\$ 8,706.15
2	BrightView Landscape Services Controller #19 Repairs (Zones 12, 14) Controller #26 Repairs (Garden) Controller #22 Repairs (Zone 17) Winter Flower Rotation February Landscape Maintenance MI Repairs (Zones 11, 12, 13, 18, 19, 24, 26, 29)	6135871 6135876 6135877 6137520 6153541 6165082	\$ 359.50 \$ 266.50 \$ 162.50 \$ 8,184.20 \$ 16,660.25 \$ 348.50
3	ouc <i>pd online 2/13/19</i> Acct: 8795843030 ; Service 01/02/2019 - 02/01/2019	—	\$ 11,719.55
4	VenturesIn.com February Application Hosting	44307	\$ 105.00
TOTAL			\$ 46,512.15



Secretary/Assistant Secretary

Chairperson

Jay Feb 2/9/19

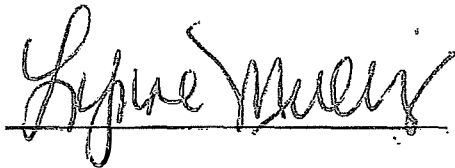
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GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #380

2/15/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Clock #19 Repairs (Zones 4, 8, 9, 14, 15)	6174923	\$ 253.00
	Control #19 Repairs (Zones 14, 16)	6174928	\$ 156.50
	Controller #19 Repairs (Zone 19)	6174937	\$ 181.00
	Controller #14 Repairs (Zones 1, 2, 6, 7)	6174939	\$ 194.50
2	Donald W McIntosh Associates		
	Engineering Services Through 01/25/2019	36200	\$ 633.50
3	Fishkind & Associates		
	DM Fee & Reimbursables: February 2019	24200	\$ 3,556.58
TOTAL			\$ 4,975.08



Secretary/Assistant Secretary

Chairperson

Jay
2/18/19

RECEIVED FEB 18 2019

GREENWAY IMPROVEMENT DISTRICT

Payment Authorization #381

2/22/2019

Item No.	Payee	Invoice Number	General Fund
1	Supervisor Fees - 02/19/2019 Meeting		
	Amanda Aikins	--	\$ 200.00
	Richard Levey	--	\$ 200.00
TOTAL			\$ 400.00



Secretary/Assistant Secretary



Chairperson

Jay Cobb
2/25/19

RECEIVED FEB 25 2019

GREENEWAY IMPROVEMENT DISTRICT

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

GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Nemours Parkway Phase 7

Brief Description: Revisions to the streetlight conduit and power plans required by OUC

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: \$ 3,525.00

Recommendation: ☒ Approve ☐ Deny

By:

 3/18/19

Carry Kaufmann, Chairman
Greeneway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



March 1, 2019

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

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

Subject: Nemours Parkway Phase 7 Design and Permitting
Revise Street Light Conduit Plans
DWMA Job No. 16106 (052)

Dear Mr. Levey:

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

As requested by Lance Jackson, Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this work authorization to provide professional engineering services to Greenway Improvement District for changes associated to the existing construction plans for Nemours Parkway Phase 7 ("Project"). The scope of this proposal includes revising the street light conduit plans as requested by OUC. All terms and conditions will remain as set forth in our Agreement for Engineering Services with Greenway Improvement District dated September 8, 2003.

CIVIL ENGINEERING

A.	NEMOURS PARKWAY PHASE 7 - REVISE STREET LIGHT CONDUIT PLANS – Revise the street light conduit plans as requested by OUC.	052	\$3,525.00
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	TOTAL		\$3,525.00
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PAYMENT OF FEES & REIMBURSABLE EXPENSES

DWMA will be compensated for this work at the quoted lump sum amount or at the hourly rates and direct costs established pursuant to the Contract. This proposal does not include any permitting fees that are the responsibility of the CLIENT. This change to the scope of work detailed herein does not preclude DWMA from receiving additional compensation for services beyond the proposal's written scope, especially changes to the project, plan or requested services beyond those listed herein.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

This Work Scope Authorization, together with the Contract, represents the entire understanding between Greenway Improvement District and Donald W. McIntosh Associates, Inc. (Consultant) with regard to the referenced Work Authorization.

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Greeneway Improvement District
Nemours Parkway Phase 7 Design and Permitting
Revise Street Light Conduit Plans
DWMA Job No. 16106 (052)
March 1, 2019
Page 2 of 2

If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to our office (executed electronic scanned copies are acceptable). Upon receipt, we will promptly schedule our services.

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.

Kirby L. White, PE
Project Manager

APPROVED AND ACCEPTED

[Signature]

Authorized Representative of
Greeneway Improvement District

Date

PURSUANT TO FLORIDA STATUTE 558.003, AN
INDIVIDUAL EMPLOYEE OR AGENT OF DONALD W.
MCINTOSH ASSOCIATES, INC. MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR NEGLIGENCE.



January 3, 2019

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

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

Subject: Lake Nona South - Nemours Parkway Phase 6
Site Survey for Monument Sign
DWMA Job No. 14052(038-040)

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 site survey for the proposed monument sign on Nemours Parkway (see enclosed exhibit for approximate location). All terms and conditions will remain as set forth in the Agreement with Greenway Improvement District dated August 11, 2003 ("Contract").

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

Additional Services:

PROFESSIONAL SURVEYING & MAPPING

- A. TOPOGRAPHIC SURVEY FOR PROPOSED MONUMENT SIGN - Preparation of a topographic survey (NAVD88 Datum) of the proposed monument sign for the design of the project by others. The survey will be prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. Site improvements are limited to visible features only. Location of monument sign will be provided to DWMA.

038

\$1,700.00

- B. LOCATE UNDERGROUND UTILITIES AND SOFT DIG MEASUREMENTS FOR PROPOSED MONUMENT SIGN - Locate existing underground utility lines on Nemours Parkway for a proposed monument sign as flagged by a utility locating service retained by CLIENT. DWMA will schedule a field appointment with the locating company on a one-time basis, for the purpose of locating the marked utility lines. DWMA will show the approximate location of these underground lines per the horizontal markings as established by the locating company and record the measurements of the depths of the utilities as provided by the utility locating service. DWMA will be responsible only for the location of the flag's depths marked by the utility location service company (if provided). Digging marked locations for verification is not included. DWMA will make field measurements of utility line soft dig locations as uncovered by the utility locating company

2200 Park Ave North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

\\CONTRACT\p13196.doc



Mr. Richard Levey

Greenway Improvement District – Lake Nona South

Lake Nona South - Nemours Parkway Phase 6

Site Survey for Monument Sign

DWMA Job No. 14052 (038-040)

January 3, 2019

Page 2 of 2

contracted by CLIENT. DWMA is not liable for showing or
damage to any utility lines not flagged by the locating company. 039 \$1,600.00

C. SKETCH OF DESCRIPTION FOR MONUMENT SIGN –
Preparation of sketch of description for monument sign based on
direction provided to DWMA. 040 \$600.00

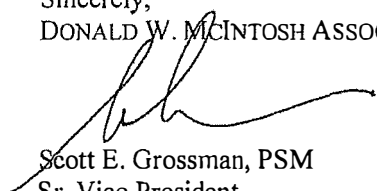
TOTAL \$3,900.00

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

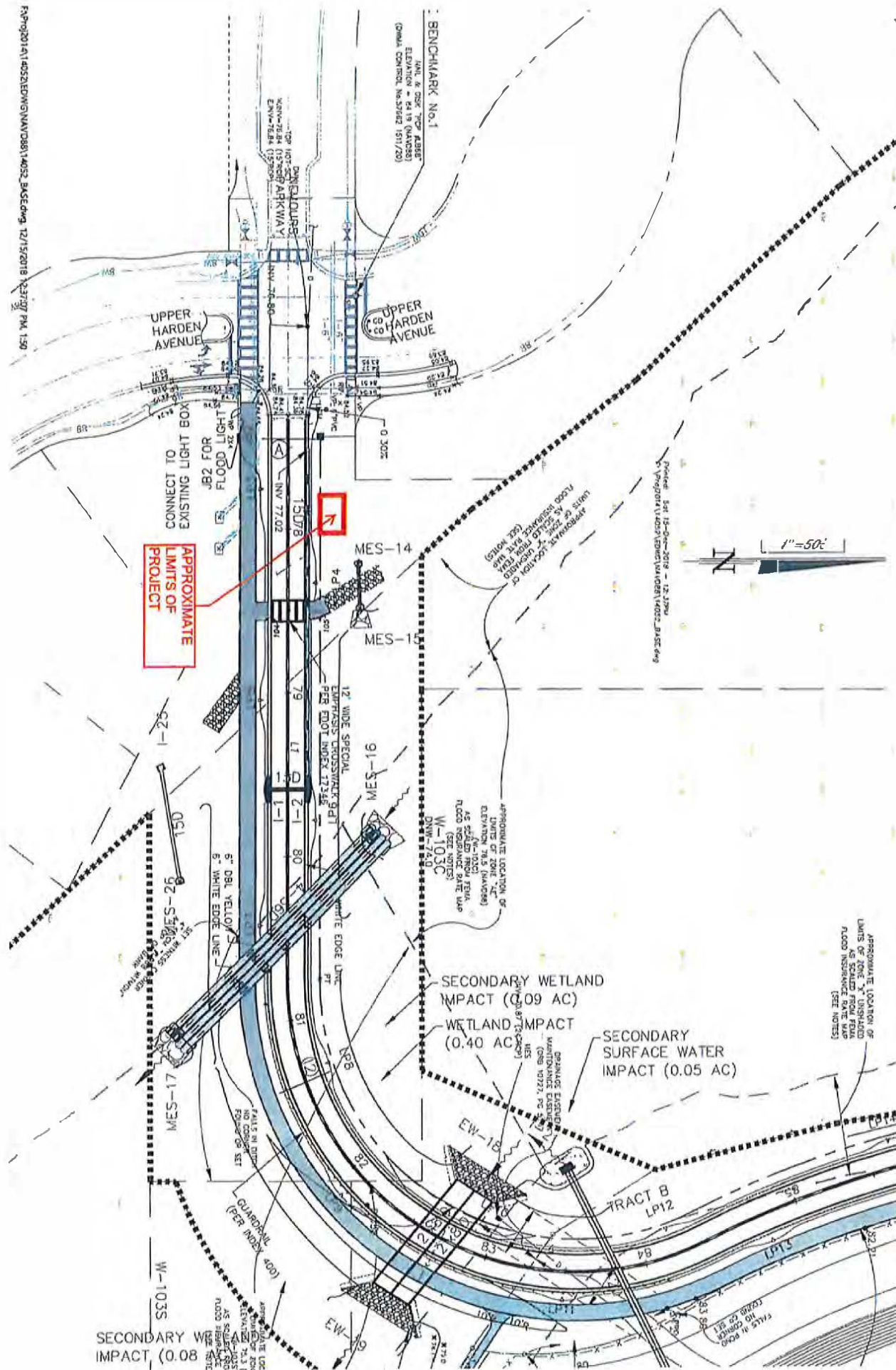
c: emitchell@tavisstock.com
Attachment: Exhibit

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.



GREENWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Nemours Parkway Phase 6 – Monument

Brief Description: Underground Utility Locates for the second monument location

Name of Consultant / Vendor: Central Florida Locating, 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

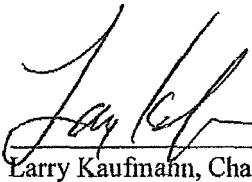
Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 1,942.50

Recommendation: ☒ Approve ☐ Deny

By:

 3/18/19

Larry Kaufmann, Chairman

Boggy Creek Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



PO Box 1468
Bushnell, FL 33513
833-229-2227
cfl-inc.com

Central Florida Locating, Inc.
DBA **CFL Geological Solutions**

Date: 12-18-18
Client: Greenway Improvement District, 12051 Corporate Blvd, Orlando, FL 32817
Attn: Mr. Richard Levey, Chairman, Board of Supervisors
E-Mail: Scott Grossman, PSM, Senior Vice President, Donald W. McIntosh Associates, Inc. <sgrossman@dwma.com>
Project: Nemours Parkway Phase 6, Nemours Parkway and Upper Harden Ave, Orlando, FL

CFL is pleased to provide a proposal to Greenway Improvement District based upon scope of services requested by Scott Grossman of D.W. McIntosh Associates, may be subject to change should the requirements change, is valid for thirty (30) days from date of proposal, and is Non-Transferrable.

SCOPE OF SERVICES – See Page 2 for Information/Limitations

Horizontal Utility Locating: Ground Penetrating Radar (GPR) and Electromagnetic (EM)

- CFL will horizontally locate underground utilities within the red outlined area as shown on the attached print provided by Scott Grossman. The limits of the locate area will need to be staked by DWMA prior to the start of work.
- CFL's scope of services does not include the locating of abandoned utilities that are no longer locatable, vacant conduits, gravity sewer, storm lines, or irrigation lines.
- CFL will provide a technician's field drawing of the located utilities.

If available, CFL requests that D.W. McIntosh provide as-builts, engineering prints, etc. of existing utilities.

Vertical Excavations – Dirt Soft Digs

CFL will vertically expose up to 2 horizontally located utilities within sites to be designated by D.W. McIntosh.

WEEKDAY DAYTIME COSTS

Horizontal Utility Locating: ----- \$ 942.50
Vertical Excavations (Dirt Soft Digs) ----- 4 Hole Minimum Charge ----- \$1,000.00*

**Dirt Soft Digs over 4 will be invoiced at \$250.00 per hole.*

PAYMENT

- A Lump Sum invoice will be submitted via e-mail to client upon completion of locate work.
- Lump Sum amount is due in full with no job retainage.
- Payments not received within 30 days of date of invoice may result in legal actions.

SCHEDULE

A work start date will be provided upon receiving an Authorization to Proceed.

AUTHORIZATION TO PROCEED (ATP)

Client legally authorizes CFL to proceed and acknowledges that scope of services, compensation, payment terms, and terms and conditions in this proposal are accepted. ATP options include but are not limited to any of the following authorizations:

- Executed CFL Proposal and/ or
- Client issued Purchase Order or Contract

Authorization to Proceed – Executed CFL Proposal

Client: Greenway Improvement District

Date: _____

By: _____
Authorized Agent's Signature

Printed Name: _____
Printed Name of Authorized Agent

Job Number/Name (If Applicable): _____

E-MAIL Address for Client Invoice: _____

PLEASE E-MAIL EXECUTED DOCUMENT/PO/CONTRACT TO: Contracts@cfl-inc.com

Innovative and Reliable Solutions



Central Florida Locating, Inc.
DBA CFL Geological Solutions

Terms and Conditions

Page 2

(A) LIMITS OF GPR AND ELECTROMAGNETIC SERVICES: If Services are Provided

CFL will make every effort to horizontally detect the underground utilities, objects or voids described in the Scope of Work or as requested at the time of work within the designated work area(s). However, CFL cannot mark utilities/objects/voids that are undetectable. Therefore, CFL cannot guarantee that all subsurface utilities/objects/voids will be accounted for. Locate limitations that CFL will not be held liable for include but are not limited to:

- **GROUND PENETRATING RADAR (GPR):**
 - GPR investigations are highly site specific and can be limited by attenuation of GPR signals by subsurface materials.
 - GPR investigations are limited by uneven terrain conditions, bushes, trees, debris, etc.
 - All vertically stacked utilities/objects may not be detected since GPR signals are reflected by the top most utility/object.
 - Some utilities/objects may not return a reflected signal to the GPR receiver.
 - GPR scans cannot be made immediately next to buildings/objects due to equipment restrictions.
 - Pipes with little or no liquid content at time of locate work may not be detected with GPR.
- **ELECTROMAGNETIC LOCATING :**
 - The number of access points within designated locate area(s) may be limited or non-existent.
 - Utility or property owner may restrict or deny the use of utility access points.
 - Utility may not adequately carry the imposed current from the electromagnetic locate equipment.
 - Fiber & other non-metallic lines with no or non-working tracer wire are untoneable with electromagnetic locate equipment.

(B) DESIGN ENGINEER and CONTRACTORS

Due to locate limitations, the client's/owner's Design Engineer is expected to gather and identify existing facility information from various prints and underground facility owners/operators to confirm that no other subsurface utilities/objects are present in the project area, and Contractors are responsible to abide by Florida Statutes 556.106 - Sunshine 811.

(C) FIELD DRAWINGS/PRINTS/REPORTS

CFL is not liable for any print, survey, field drawing or report that identifies or fails to identify CFL detected utilities or objects. CFL field drawings represent the requested scope of services within designated area(s) as of date of work; may not reflect a comprehensive utility survey of all subsurface utilities/objects; are not technical drawings created by a professional such as surveyor, engineer, or draftsman; are not drawn to scale and only depict an approximate location of referenced utilities/objects; are not created based on any type of drawing standards; and are for informational purposes only.

(D) MACHINE DEPTHS: If Service is Provided

Machine depths are approximate readings, are not guaranteed depths, are provided for informational purposes only, and should not be relied upon for any type of subsurface work. CFL will not accept any responsibility for actions taken based on provided machine depths.

(E) VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service is Provided

Soft Digs are made within grassed or otherwise unpaved surface conditions to a maximum depth of approximately 8 feet to determine the depth of the utility/object. If requested, CFL also will provide the size and material type.

- Soft Dig vertical depth measurements are made from the top of each exposed utility/object to the ground surface.
- The vertical depth range and visual inspection ability is dependent on events such as ground water level.
- Client must obtain/provide CFL with any required soft dig permits before soft dig work is performed. Client will be responsible for any permitting soft dig fines assessed by governing agency.

(F) CORE BORE WITH VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service is Provided

A Core Bore is made in asphalt or concrete to vertically expose a utility/object to determine the depth of the utility/object from the top of the utility/object to the pavement surface.

- Vertical Excavation limits apply (See Item E).
- Test hole will be backfilled with like materials compacted in 6" lifts or with a flowable fill mixture.
- The current asphalt thickness will be replaced with double asphalt thickness.
- Asphalt/Concrete Core Bore Permits are to be furnished to CFL by the client prior to work being scheduled. Client is responsible for cost of all permits, MOT, Traffic Control, and any permitting fines assessed by governing agency.

(G) DIRECT PUSH SOIL SAMPLING: Information/Limitations: If Service is Provided

Direct Push Soil Sampling limitations that CFL will not be held liable for include but are not limited to:

- Direct push rods may not penetrate to desired depth due to subsurface sediment and/or material hardness.
- Direct push rods may not penetrate through consolidated sediment, rock and/or debris.

(H) CERTIFICATE OF INS (COI): New/Revised COI Requests

- Client COI requirements must be provided to CFL prior to the Authorization to Proceed being issued.
- CFL will invoice client for all costs associated with client COI requirements that incur billable charges to CFL.

Innovative and Reliable Solutions

CFL will locate the underground utilities within the red outlined area.



GREENEWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID -Nemours Parkway Phase 5 & 6

Brief Description: ASR# 9 – Design Changes for additional monument for north side of R/W.

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

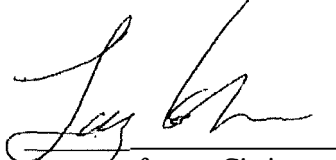
Is this a continuation of previously authorized work? ☒ Yes ☐ No

Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 1,800.00

Recommendation: ☒ Approve ☐ Deny

By:  3/18/19
Larry Kaufmann, Chairman
Greeneway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



March 18, 2019

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 #9 – Nemours Parkway Phase 6 Monument Revision**

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, we will update the plans to reflect a second Monument on the north side of the street, across from the proposed location of the Monument on the south side of the street. Structural drawings for the Monument are not a part of this scope of work and will be provided by Tavistock Development Company to the general contractor. Consultant will coordinate the location of the Monument with the Structural Engineer and Civil Engineer.

The revised drawings will be submitted as Addendum #5 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 will be revised:

Cover Sheet

1. Revision clouds have will be revised sheets in the Table of Contents.

Sheet LA5.10

1. The Monument will be located to the north side of the street.
2. The existing grades will be reviewed and proposed grading changes will be coordinated with the Civil Engineer.
3. Revision clouds will be added to identify all plan changes.

We propose to perform these services for a **lump sum of \$1,800.00 plus reimbursable expenses.**

DIX.HITE + PARTNERS
Greeneway Improvement District – Nemours Parkway Phase 6
Additional Services Request #9
March 18, 2019

This contract will be per the rates and terms of our original agreement dated May 19, 2016. 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.



John Griffin, PLA
Associate

cc: Jennifer Walden, District Manager
Scott Thacker, Tavistock Development Company
Larry Kaufmann, Construction Supervisor
Jeff Newton, Donald W. McIntosh Associates

Approved by:

Signature: _____ Date: _____

Printed Name and Title: _____

GREENWAY IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: GID -Nemours Parkway Phase 7

Brief Description: ASR# 4 – Design Changes to landscape / irrigation plans for revised streetlight plan.

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: \$ 2,500.00

Recommendation: Approve Deny

By:

 3/18/19

Larry Kaufmann, Chairman

Greenway Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



March 18, 2019

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 # 4**

Dear District Chair,

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

- The proposed street light pole locations for the west end of the Phase have been adjusted. At the request of the District staff, we will adjust the location of the street trees to work with the new locations of the street lights.

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 will be added to revised sheets in the Table of Contents.

Sheet LA5.10

1. The street trees will shift away from the proposed locations of the street lights.
2. Should the quantity of trees change, all plant callout labels will be updated to reflect the landscape changes described above.
3. Revision clouds will be added to identify all plan changes.

Sheet LA5.90

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

Sheet LA6.10

1. The irrigation design will be revised to reflect changes to the locations of the tree street trees as noted above.
2. Revision clouds will be added to identify all plan changes.

Sheet LA6.90

1. Revision clouds will be added to identify all changes on the Scheduling Chart, if needed.

DIX.HITE + PARTNERS
Greenway Improvement District – Nemours Parkway Phase 7
Additional Services Request #4
March 18, 2019

We propose to perform these services for a **lump sum of \$2,500.00 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.



John Griffin, PLA
President

cc: Jennifer Walden, District Manager
Scott Thacker, Tavistock Development Company
Larry Kaufmann, Construction Supervisor
Jeff Newton, Donald W. McIntosh Associates

Approved by:

Signature: _____ Date: _____

Printed Name and Title: _____

GREENEWAY IMPROVEMENT DISTRICT

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

Greenway Improvement District
Statement of Activities
As of 2/28/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$308,845.12				\$308,845.12
Off-Roll Assessments	309,738.93				309,738.93
Inter-Fund Transfers In	3,650.62				3,650.62
On-Roll Assessments		\$1,402,133.91			1,402,133.91
Other Assessments		862,351.51			862,351.51
Other Income & Other Financing Sources		70,119.31			70,119.31
Inter-Fund Group Transfers In		10,512.58			10,512.58
Debt Proceeds		38,260.87			38,260.87
Other Income & Other Financing Sources			\$806,372.16		806,372.16
Inter-Fund Transfers In			(14,163.20)		(14,163.20)
Debt Proceeds			310,000.00		310,000.00
Total Revenues	<u>\$622,234.67</u>	<u>\$2,383,378.18</u>	<u>\$1,102,208.96</u>	<u>\$0.00</u>	<u>\$4,107,821.81</u>
<u>Expenses</u>					
Supervisor Fees	\$1,800.00				\$1,800.00
Public Officials' Liability Insurance	2,244.00				2,244.00
Trustee Services	2,199.90				2,199.90
Management	16,666.65				16,666.65
Engineering	2,975.00				2,975.00
Dissemination Agent	1,250.00				1,250.00
Property Appraiser	1,672.00				1,672.00
District Counsel	5,757.65				5,757.65
Assessment Administration	7,500.00				7,500.00
Travel and Per Diem	72.26				72.26
Telephone	150.26				150.26
Postage & Shipping	87.88				87.88
Copies	600.00				600.00
Legal Advertising	1,003.75				1,003.75
Miscellaneous	32.70				32.70
Property Taxes	477.29				477.29
Web Site Maintenance	525.00				525.00
Dues, Licenses, and Fees	175.00				175.00

Greenway Improvement District
Statement of Activities
As of 2/28/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
Electric	2,357.33				2,357.33
Water Reclaimed	15,407.57				15,407.57
General Insurance	2,525.00				2,525.00
Property & Casualty	5,987.00				5,987.00
Irrigation	11,911.21				11,911.21
Landscaping Maintenance & Material	83,301.25				83,301.25
Flower & Plant Replacement	50,276.50				50,276.50
IME - Aquatics Maintenance	1,503.00				1,503.00
IME - Irrigation	938.50				938.50
IME - Landscaping	36,772.20				36,772.20
IME - Lighting	1,423.41				1,423.41
IME - Miscellaneous	1,526.76				1,526.76
IME - Water Reclaimed	441.16				441.16
Streetlights	30,606.32				30,606.32
Interest Payments		\$1,280,225.00			1,280,225.00
Trustee Services			\$7,000.00		7,000.00
Management			195,000.00		195,000.00
Engineering			91,895.42		91,895.42
District Counsel			44,668.50		44,668.50
Trustee Counsel			6,500.00		6,500.00
Bond Counsel			31,000.00		31,000.00
Legal Advertising			309.40		309.40
Contingency			2,946,173.01		2,946,173.01
Total Expenses	\$290,166.55	\$1,280,225.00	\$3,322,546.33	\$0.00	\$4,892,937.88
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$707.96				\$707.96
Interest Income		\$4,039.51			4,039.51
Interest Income			\$2,061.96		2,061.96
Total Other Revenues (Expenses) & Gains (Losses)	\$707.96	\$4,039.51	\$2,061.96	\$0.00	\$6,809.43
Change In Net Assets	\$332,776.08	\$1,107,192.69	(\$2,218,275.41)	\$0.00	(\$778,306.64)
Net Assets At Beginning Of Year	\$37,061.13	\$3,973,346.10	\$1,805,897.00	\$0.00	\$5,816,304.23
Net Assets At End Of Year	\$369,837.21	\$5,080,538.79	(\$412,378.41)	\$0.00	\$5,037,997.59

Greenway Improvement District
Statement of Financial Position
As of 2/28/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$353,722.43				\$353,722.43
State Board of Administration	1,475.33				1,475.33
Deposits	1,100.00				1,100.00
Infrastructure Capital Reserve	9,777.68				9,777.68
Interchange Maintenance Reserve	12,620.02				12,620.02
Debt Service Reserve (Series 2013)		\$3,551,196.88			3,551,196.88
Debt Service Reserve (Series 2018)		108,380.18			108,380.18
Revenue (Series 2013)		1,402,682.94			1,402,682.94
Interest (Series 2018)		14,978.40			14,978.40
Prepayment (Series 2013)		3,300.39			3,300.39
General Checking Account			\$7,071.86		7,071.86
Acquisition/Construction (Series 2013)			13,811.78		13,811.78
Total Current Assets	<u>\$378,695.46</u>	<u>\$5,080,538.79</u>	<u>\$20,883.64</u>	<u>\$0.00</u>	<u>\$5,480,117.89</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$5,080,538.79	\$5,080,538.79
Amount To Be Provided				44,879,461.21	44,879,461.21
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>
Total Assets	<u><u>\$378,695.46</u></u>	<u><u>\$5,080,538.79</u></u>	<u><u>\$20,883.64</u></u>	<u><u>\$49,960,000.00</u></u>	<u><u>\$55,440,117.89</u></u>

Greeneway Improvement District
Statement of Financial Position
As of 2/28/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Due To Other Governmental Units	\$8,858.25				\$8,858.25
Accounts Payable			\$22,149.39		22,149.39
Retainage Payable			411,112.66		411,112.66
Total Current Liabilities	<u>\$8,858.25</u>	<u>\$0.00</u>	<u>\$433,262.05</u>	<u>\$0.00</u>	<u>\$442,120.30</u>
<u>Long Term Liabilities</u>					
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>
Total Liabilities	<u>\$8,858.25</u>	<u>\$0.00</u>	<u>\$433,262.05</u>	<u>\$49,960,000.00</u>	<u>\$50,402,120.30</u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$50,369.29				\$50,369.29
Current Year Net Assets, Unrestricted	3,650.62				3,650.62
Net Assets - General Government	(13,308.16)				(13,308.16)
Current Year Net Assets - General Government	329,125.46				329,125.46
Net Assets, Unrestricted		\$3,973,346.10			3,973,346.10
Current Year Net Assets, Unrestricted		1,107,192.69			1,107,192.69
Net Assets, Unrestricted			(\$10,264,278.80)		(10,264,278.80)
Net Assets, Unrestricted			2,356,801.62		2,356,801.62
Current Year Net Assets, Unrestricted			(2,218,275.41)		(2,218,275.41)
Net Assets - General Government			9,713,374.18		9,713,374.18
Total Net Assets	<u>\$369,837.21</u>	<u>\$5,080,538.79</u>	<u>(\$412,378.41)</u>	<u>\$0.00</u>	<u>\$5,037,997.59</u>
Total Liabilities and Net Assets	<u><u>\$378,695.46</u></u>	<u><u>\$5,080,538.79</u></u>	<u><u>\$20,883.64</u></u>	<u><u>\$49,960,000.00</u></u>	<u><u>\$55,440,117.89</u></u>

Greenway Improvement District

Budget to Actual

For the Month Ending 02/28/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 308,845.12	\$ 193,318.33	\$ 115,526.79	\$ 463,963.98
Off-Roll Assessments	309,738.93	148,615.40	161,123.53	356,676.97
Net Revenues	<u>\$ 618,584.05</u>	<u>\$ 341,933.73</u>	<u>\$ 276,650.32</u>	<u>\$ 820,640.95</u>
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 1,800.00	\$ 3,000.00	\$ (1,200.00)	\$ 7,200.00
Financial & Administrative				
Public Officials' Liability Insurance	2,244.00	1,041.67	1,202.33	2,500.00
Trustee Services	2,199.90	1,041.67	1,158.23	2,500.00
Management	16,666.65	16,666.67	(0.02)	40,000.00
Engineering	2,975.00	4,166.67	(1,191.67)	10,000.00
Dissemination Agent	1,250.00	2,083.33	(833.33)	5,000.00
Property Appraiser	1,672.00	625.00	1,047.00	1,500.00
District Counsel	5,757.65	9,166.67	(3,409.02)	22,000.00
Assessment Administration	7,500.00	3,125.00	4,375.00	7,500.00
Audit	-	2,291.67	(2,291.67)	5,500.00
Travel and Per Diem	72.26	62.50	9.76	150.00
Telephone	150.26	208.33	(58.07)	500.00
Postage & Shipping	87.88	208.33	(120.45)	500.00
Copies	600.00	833.33	(233.33)	2,000.00
Legal Advertising	1,003.75	1,583.33	(579.58)	3,800.00
Bank Fees	-	20.83	(20.83)	50.00
Miscellaneous	32.70	1,041.68	(1,008.98)	2,500.00
Property Taxes	477.29	625.00	(147.71)	1,500.00
Web Site Maintenance	525.00	520.83	4.17	1,250.00
Dues, Licenses, and Fees	175.00	72.92	102.08	175.00
Total General & Administrative Expenses	<u>\$ 45,189.34</u>	<u>\$ 48,385.43</u>	<u>\$ (3,196.09)</u>	<u>\$ 116,125.00</u>

Greenway Improvement District

Budget to Actual

For the Month Ending 02/28/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ 2,357.33	\$ 2,083.33	\$ 274.00	\$ 5,000.00
Water-Sewer Combination Services				
Water Reclaimed	15,407.57	8,333.33	7,074.24	20,000.00
Other Physical Environment				
General Insurance	2,525.00	1,250.00	1,275.00	3,000.00
Property & Casualty Insurance	5,987.00	-	5,987.00	-
Other Insurance	-	312.50	(312.50)	750.00
Irrigation	11,911.21	12,500.00	(588.79)	30,000.00
Landscaping Maintenance & Material	83,301.25	95,265.00	(11,963.75)	228,636.00
Other Landscape Maintenance	-	16,666.67	(16,666.67)	40,000.00
Landcape Improvements	50,276.50	20,833.33	29,443.17	50,000.00
Contingency	-	7,339.17	(7,339.17)	17,614.00
Hurricane Cleanup	-	2,083.33	(2,083.33)	5,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	1,503.00	1,590.00	(87.00)	3,816.00
IME - Irrigation	938.50	15,000.00	(14,061.50)	36,000.00
IME - Landscaping	36,772.20	36,772.20	-	88,253.28
IME - Lighting	1,423.41	8,333.33	(6,909.92)	20,000.00
IME - Miscellaneous	1,526.76	-	1,526.76	-
IME - Water Reclaimed	441.16	1,500.00	(1,058.84)	3,600.00
Road & Street Facilities				
Entry and Wall Maintenance	-	1,250.00	(1,250.00)	3,000.00
Hardscape Maintenance	-	1,250.00	(1,250.00)	3,000.00
Streetlights	30,606.32	41,666.67	(11,060.35)	100,000.00
Accent Lighting	-	833.33	(833.33)	2,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	8,333.33	(8,333.33)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	9,250.00	(9,250.00)	22,200.00
Interchange Maintenance Reserve	-	1,311.11	(1,311.11)	3,146.67
Total Field Operations Expenses	\$ 244,977.21	\$ 293,756.63	\$ (48,779.42)	\$ 705,015.95
Total Expenses	\$ 290,166.55	\$ 342,142.06	\$ (51,975.51)	\$ 821,140.95
Income (Loss) from Operations	\$ 328,417.50	\$ (208.33)	\$ 328,625.83	\$ (500.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 707.96	\$ 208.33	\$ 499.63	\$ 500.00
Total Other Income (Expense)	\$ 707.96	\$ 208.33	\$ 499.63	\$ 500.00
Net Income (Loss)	\$ 329,125.46	\$ -	\$ 329,125.46	\$ -

Greeneway Improvement District
 Budget to Actual
 For the Month Ending 02/28/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	YTD Actual
<u>Revenues</u>						
On-Roll Assessments	\$ -	\$ 5,260.99	\$ 250,152.35	\$ 28,443.42	\$ 24,988.36	\$ 308,845.12
Off-Roll Assessments	-	206,493.02	-	277.76	102,968.15	309,738.93
Net Revenues	\$ -	\$ 211,754.01	\$ 250,152.35	\$ 28,721.18	\$ 127,956.51	\$ 618,584.05
<u>General & Administrative Expenses</u>						
Legislative						
Supervisor Fees	\$ 200.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 1,800.00
Financial & Administrative						
Public Officials' Liability Insurance	2,244.00	-	-	-	-	2,244.00
Trustee Fees	2,199.90	-	-	-	-	2,199.90
Management	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	16,666.65
Engineering	-	806.00	887.00	648.50	633.50	2,975.00
Dissemination Agent	-	-	-	-	1,250.00	1,250.00
Property Appraiser	-	1,672.00	-	-	-	1,672.00
District Counsel	-	-	1,341.10	1,989.00	2,427.55	5,757.65
Assessment Administration	7,500.00	-	-	-	-	7,500.00
Audit	-	-	-	-	-	-
Travel and Per Diem	-	30.28	18.32	9.22	14.44	72.26
Telephone	-	93.61	19.47	6.49	30.69	150.26
Postage & Shipping	-	15.80	34.19	24.77	13.12	87.88
Copies	-	27.00	292.50	115.50	165.00	600.00
Legal Advertising	252.50	388.75	-	181.25	181.25	1,003.75
Bank Fees	-	-	-	-	-	-
Miscellaneous	-	32.70	-	-	-	32.70
Property Taxes	-	477.29	-	-	-	477.29
Website Maintenance	105.00	105.00	105.00	105.00	105.00	525.00
Dues, Licenses, and Fees	175.00	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 16,009.73	\$ 7,381.76	\$ 6,430.91	\$ 6,813.06	\$ 8,553.88	\$ 45,189.34

Greenway Improvement District

Budget to Actual
For the Month Ending 02/28/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	YTD Actual
Field Operations						
Electric Utility Services						
Electric	\$ -	\$ -	\$ 1,144.75	\$ 575.01	\$ 637.57	\$ 2,357.33
Water-Sewer Combination Services						
Water Reclaimed	-	-	4,365.69	6,770.97	4,270.91	15,407.57
Other Physical Environment						
General Insurance	2,525.00	-	-	-	-	2,525.00
Property & Casualty Insurance	-	5,987.00	-	-	-	5,987.00
Other Insurance	-	-	-	-	-	-
Irrigation	1,241.50	1,708.00	5,900.71	1,139.00	1,922.00	11,911.21
Landscaping Maintenance & Material	16,660.25	16,660.25	16,660.25	16,660.25	16,660.25	83,301.25
Tree Trimming	-	-	-	-	-	-
Flower & Plant Replacement	-	2,614.40	39,477.90	-	8,184.20	50,276.50
Contingency	-	-	-	-	-	-
Hurricane Cleanup	-	-	-	-	-	-
Interchange Maintenance Expenses						
IME - Aquatics Maintenance	-	601.20	300.60	300.60	300.60	1,503.00
IME - Irrigation	-	-	10.80	591.55	336.15	938.50
IME - Landscaping	7,354.44	7,354.44	7,354.44	7,354.44	7,354.44	36,772.20
IME - Lighting	98.28	262.47	200.73	105.66	756.27	1,423.41
IME - Miscellaneous	-	-	1,265.76	261.00	-	1,526.76
IME - Water Reclaimed	-	95.39	142.08	92.90	110.79	441.16
Road & Street Facilities						
Entry and Wall Maintenance	-	-	-	-	-	-
Hardscape Maintenance	-	-	-	-	-	-
Streetlights	330.50	511.25	15,986.97	6,885.28	6,892.32	30,606.32
Accent Lighting	-	-	-	-	-	-
Parks & Recreation						
Personnel Leasing Agreement	-	-	-	-	-	-
Reserves						
Infrastructure Capital Reserve	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-
Total Field Operations Expenses	\$ 28,209.97	\$ 35,794.40	\$ 92,810.68	\$ 40,736.66	\$ 47,425.50	\$ 244,977.21
Total Expenses	\$ 44,219.70	\$ 43,176.16	\$ 99,241.59	\$ 47,549.72	\$ 55,979.38	\$ 290,166.55
Income (Loss) from Operations	\$ (44,219.70)	\$ 168,577.85	\$ 150,910.76	\$ (18,828.54)	\$ 71,977.13	\$ 328,417.50
Other Income (Expense)						
Interest Income	\$ 5.89	\$ 5.74	\$ 677.65	\$ 13.22	\$ 5.46	\$ 707.96
Total Other Income (Expense)	\$ 5.89	\$ 5.74	\$ 677.65	\$ 13.22	\$ 5.46	\$ 707.96
Net Income (Loss)	\$ (44,213.81)	\$ 168,583.59	\$ 151,588.41	\$ (18,815.32)	\$ 71,982.59	\$ 329,125.46

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

Amount

Series 2013 Bond Issue	
Original Construction Fund	\$ 48,700,000.00
Additions (Interest, Transfers from DSR, etc.)	562,785.72
Cumulative Draws Through Prior Month	(49,249,048.11)
	=====
Construction Funds Available	\$ 13,737.61
Requisitions This Month	
Requisition #646: Dix.Hite + Partners	\$ (290.00)
Requisition #647: Hopping Green & Sams	(1,339.50)
	=====
Total Requisitions This Month	\$ (1,629.50)
	=====
Series 2013 Construction Funds Remaining	\$ 12,108.11

Series 2018 Bond Issue	\$ 24,000,000.00
Cumulative Draws Through Prior Month	\$ (828,447.38)
Series 2018 Construction Funds Remaining	\$ 24,828,447.38

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	(106,857.38)
Lake Nona Hartwell Court Extension - DeWitt Excavation	(139,785.52)
Lake Nona Nemours Parkway Phase 7 - Jr. Davis	(4,274,274.69)
	=====

Total Current Committed Funding **\$ (4,703,082.82)**

Upcoming Committed Funding

Lake Nona Kellogg Avenue Extension – DeWitt Excavation	\$ (586,812.14)
	=====

Total Upcoming Committed Funding **\$ (586,812.14)**

Total Committed Funding **\$ (5,289,894.96)**

Net Uncommitted	19,550,660.53
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Greeneway Improvement District
FY 2019
Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	End. Cash
10/1/2018	4,499.76	33,166.90	(27,247.04)	610.65	(5,629.50)	5,400.77
11/1/2018	5,400.77	-	(3,766.68)	235,975.89	(76,859.32)	160,750.66
12/1/2018	160,750.66	-	(1,202.40)	1,394,381.28	(735,704.80)	818,224.74
1/1/2019	818,224.74	-	-	136,470.07	(678,444.72)	276,250.09
2/1/2019	276,250.09	-	-	261,390.01	(183,917.67)	353,722.43
3/1/2019	353,722.43	-	-	-	(8,858.25)	344,864.18
						as of 03/05/2019
FY 19 Totals		33,166.90	(32,216.12)	2,028,827.90	(1,689,414.26)	

As of 03/05/2019