

Greenway Improvement District

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

www.greenwayid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greenway Improvement District ("District"), scheduled to be held at **3:00 p.m. on Tuesday, May 21, 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 April 16, 2019 Board of Supervisors' Meeting**
- 2. **Consideration of the Minutes of the May 6, 2019 RFP Meeting to Open Responses for Landscaping and Irrigation Maintenance Services**
- 3. **Letter from Supervisor of Elections – Orange County**
- 4. **Consideration of Resolution 2019-05, Election of Officers**

Business Matters

- 5. **Consideration of Conveyance of Nemours Parkway Phase 7**
 - a. **Special Warranty Deed**
 - b. **Closing Statement**
- 6. **First Amendment to Temporary Construction and Access Easement Agreement**
- 7. **Consideration of District Website Agreement**
- 8. **Consideration of ADA Auditing Services Agreement**
- 9. **Consideration of Award of Landscape and Irrigation Maintenance Services – Tavistock Lakes and Laureate Boulevard & Nemours Parkway**
 - a. **Construction Committee Recommendation**
- 10. **Consideration of Resolution 2019-06, Approving a Preliminary Budget for Fiscal Year 2020 and Setting a Public Hearing Date *[suggested date of August 20, 2019 at 3:00 p.m.]***
- 11. **Review and Acceptance of Fiscal Year 2018 Audit**
- 12. **Ratification of Requisition Nos. 651 – 653 Approved in April 2019 in an amount totaling \$998.00**
- 13. **Ratification of Operation and Maintenance Expenditures Paid in April 2019 in an amount totaling \$72,805.11**
- 14. **Recommendation of Work Authorizations/Proposed Services *(if applicable)***
- 15. **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 April 16, 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, April 16, 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
Vice-Chair
Assistant Secretary

Also attending:

Jennifer Walden
Lynne Mullins
Jeff Newton
Larry Kaufmann
Troy Davidson
Scott Thacker
Stephen Flint
Alex Figuero
Tucker Mackie
Amanda Lane

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

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

**Discussion Related to Board
Vacancy for Seat 4**

Ms. Walden explained that in January Ms. Courtney provided a resignation letter, which the Board accepted, wherein she vacated Seat 4 as she no longer resides within the District. Ms. Walden noted that Alex Figuero was recommended to fill that seat. Dr. Levey requested a motion to nominate Mr. Figuero.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District nominated Alex Figuero to Seat 4.

FOURTH ORDER OF BUSINESS

**Swearing in Newly elected
Board Member**

Ms. Mullins administered the oath of office to Mr. Figuero.

FIFTH ORDER OF BUSINESS

Consideration of Minutes of the March 19, 2019 Board of Supervisors' Meeting

Board Members reviewed the minutes from the March 19, 2019 Board of Supervisors' Meeting.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the March 19, 2019 Board of Supervisors' Meeting.

SIXTH ORDER OF BUSINESS

Consideration of Master Lighting Installation, Upgrade and Service Agreement - Pixon

Mr. Kaufmann presented the Master Lighting Installation, Upgrade and Service Agreement - Pixon to the Board. OUC has taken down four fixtures and is ready to put up seven of the decorative fixtures. This agreement accommodates that replacement. Dr. Levey asked if the District had adequate funds in the budget. Mr. Kaufmann stated that it will be added to the budget for Fiscal Year 2020.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Master Lighting Installation, Upgrade and Service Agreement - Pixon.

SEVENTH ORDER OF BUSINESS

Ratification of Master Lighting and Service Agreement - Nemours Parkway Phase 7

Mr. Kaufmann presented the Board the agreement at the last meeting however, there were some things inserted into the agreement related to fixture color. The agreement has been updated and brought back to the Board for ratification. Dr. Levey asked if all the documents are here with the right attachments. Mr. Kaufmann confirmed.

Mr. Tinetti asked about Section 4.2 regarding the 3% per year increase. Mr. Kaufmann stated that they have the ability to do that but they do not always do that. He will look to see if they have increased any agreements by 3% each year. Dr. Levey stated that they would have to send the Board a notice of a rate increase and he does not remember ever seeing anything like that.

On Motion by Mr. Tinetti, second by Ms. Kost, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Master Lighting and Service Agreement - Nemours Parkway Phase 7.

EIGHTH ORDER OF BUSINESS

Discussion of Fiscal Year 2020 Budget

Ms. Walden presented a proposed budget for Fiscal Year 2020 (minutes exhibit A). District staff met with the Construction Committee and wanted to bring it to the Board for discussion.

There is no action required today. This is for the Board's information and comments.

Ms. Walden stated that District staff discussed the streetlights with the Construction Committee and added the additional agreements into the budget for FY 2020. The District is out for bids for landscaping and those will be submitted in a few weeks, so the number in the budget is a placeholder at this time. The Board will be presented those numbers at the May meeting.

Ms. Kost asked if the net revenues are based on projected sales within Greeneway. Ms. Mackie stated that it is based on assessment. The assessments are collected on developed and undeveloped property. The overall collections do not change as a result of sales. The only thing that might change as a result of sales is who the tax bill goes to.

Mr. Tinetti asked if the 17%-18% increase from 2019 is due to the increased area that the District is covering. Mr. Kaufmann stated yes. Mr. Tinetti asked about the income loss from operations of \$334,000.00. Dr. Levey explained that it is between now and September. Ms. Mackie explained that, since the District collects on the tax bill, it collects most of its revenue at the beginning of the year.

Ms. Kost asked about the website maintenance and noted the increase. Ms. Walden stated this is first year it has gone up and is due to the ADA compliance. Ms. Walden just found out that the insurance carrier is recommending quarterly audits of all District websites for ADA compliance and the cost is being estimated to be \$1,200.00 for year. Ms. Mackie stated that, if the District does not engage in quarterly monitoring, the insurance carrier will not insure next year against any lawsuit related to an ADA non-compliance event.

Ms. Walden asked the Board if they had any additional comments.

NINTH ORDER OF BUSINESS

Ratification of Requisition Nos. 645 – 650 & 2018-003 – 2018-005 Approved in March 2019 in an amount totaling \$454,376.55

Board Members reviewed Requisition Nos. 645 – 650 & 2018-003 – 2018-005 approved in March 2019 in an amount totaling \$454,376.55

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

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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. 645 – 650 & 2018-003 – 2018-005 approved in March 2019 in an amount totaling \$454,376.55.

TENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in March 2019 in an amount totaling \$56,822.21

Board Members reviewed the Operation and Maintenance Expenditures paid in March 2019 in an amount totaling \$56,822.21

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

Mr. Tinetti asked about the debt service that was crossed out. Ms. Mackie explained that the money comes into the O & M account and then it is utilized to pay debt service since the District collects the assessments on the roll without distinguishing between the two. The District receives those funds in the O & M account and Ms. Lane does a reconciliation where she sends the money to the Trustee so it can be used to pay debt service.

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 March 2019 in an amount totaling \$56,822.21

ELEVENTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann had no work authorizations for this Board.

TWELFTH ORDER OF BUSINESS

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

Ms. Walden explained that the District has total expenses of \$351,600.00 vs. a budget of \$410,500.00. The District is currently running under budget through March. Board Members reviewed the District's statement of financial position. There was no action required.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

District Counsel – Ms. Mackie asked if Mr. Figuero has ever served on a public Board before. Mr. Figuero replied that he has not. Ms. Mackie explained the sunshine law and public records law. She asked him to reach out to herself or Ms. Mullins regarding any questions he has.

District Manager – Ms. Walden noted that the next meeting is Tuesday May 21, 2019. That is when the District will start the budget process.

District Engineer – Mr. Newton circulated the Construction Contract Status Memorandum (Minutes Exhibit A). The Board already discussed the Nemours Parkway Phase 6 culvert erosion issue occurring at a quad 36" culvert near the school. This Board authorized DEVO Engineering to do an evaluation to determine the cause. The preliminary findings are that it is a groundwater issue and it was not a design issue or a construction issue. The ground water has changed in the way it moves. By next month the Board will have a report and a recommendation on how to deal with it. The Board will need to implement Devo Engineering's recommendation before the rainy season to prevent further erosion.

Mr. Newton stated that construction of Nemours Parkway Phase 7 has completed the curb and gutter and lime rock base. Prime coat is being put down and it should be paved next month.

Mr. Newton stated that they have had a final walk with the City on Kellogg Avenue and Centerline Drive and the only thing outstanding right now are the City acceptable as-builts, which are currently in the process.

There is no action required by the Board.

Construction Supervisor – No Report

FOURTEENTH ORDER OF BUSINESS

Supervisor and Audience Comments & Adjournment

There were no Supervisor requests or audience comments. Dr. Levey requested a motion to adjourn.

On Motion by Ms. Kost, second by Mr. Tinetti, with all in favor, the April 16, 2019 Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

Greenway Improvement District
FY 2020 Proposed O&M Budget

EXHIBIT A

	Actuals Through 03/31/2019	Anticipated 04/2019 - 09/2019	Anticipated FY 2019 Totals	FY 2019 Adopted Budget	FY 2020 Proposed Budget
<u>Revenues</u>					
On-Roll Assessments	\$ 367,202.31	\$ 96,761.67	\$ 463,963.98	\$ 463,963.98	
Off-Roll Assessments	309,738.93	46,938.04	356,676.97	356,676.97	
Net Revenues	\$ 676,941.24	\$ 143,699.71	\$ 820,640.95	\$ 820,640.95	\$ 979,986.07
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 2,200.00	\$ 2,400.00	\$ 4,600.00	\$ 7,200.00	\$ 7,200.00
Financial & Administrative					
Public Officials' Liability Insurance	2,244.00	-	2,244.00	2,500.00	2,500.00
Trustee Services	2,199.90	-	2,199.90	2,500.00	4,000.00
Management	19,999.98	20,000.02	40,000.00	40,000.00	40,000.00
Engineering	3,573.00	3,573.00	7,146.00	10,000.00	10,000.00
Dissemination Agent	1,250.00	3,750.00	5,000.00	5,000.00	5,000.00
Property Appraiser	1,672.00	-	1,672.00	1,500.00	1,700.00
District Counsel	8,397.25	8,397.25	16,794.50	22,000.00	30,000.00
Assessment Administration	7,500.00	-	7,500.00	7,500.00	7,500.00
Reamortization Schedules	-	-	-	-	250.00
Audit	-	4,395.00	4,395.00	5,500.00	7,000.00
Travel and Per Diem	76.90	73.10	150.00	150.00	250.00
Telephone	150.26	349.74	500.00	500.00	250.00
Postage & Shipping	111.29	388.71	500.00	500.00	800.00
Copies	744.00	1,256.00	2,000.00	2,000.00	1,500.00
Legal Advertising	1,381.25	2,418.75	3,800.00	3,800.00	6,000.00
Bank Fees	-	-	-	50.00	-
Miscellaneous	32.70	2,467.30	2,500.00	2,500.00	100.00
Property Taxes	477.29	-	477.29	1,500.00	2,000.00
Web Site Maintenance	630.00	630.00	1,260.00	1,250.00	1,500.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Total General & Administrative Expenses	\$ 52,814.82	\$ 50,098.87	\$ 102,913.69	\$ 116,125.00	\$ 127,725.00

Greenway Improvement District
FY 2020 Proposed O&M Budget

	Actuals Through 03/31/2019	Anticipated 04/2019 - 09/2019	Anticipated FY 2019 Totals	FY 2019 Adopted Budget	FY 2020 Proposed Budget
<u>Field Operations</u>					
Electric Utility Services					
Electric	\$ 2,953.39	\$ 2,953.39	\$ 5,906.78	\$ 5,000.00	\$ 7,000.00
Water-Sewer Combination Services					
Water Reclaimed	18,965.79	18,965.79	37,931.58	20,000.00	40,000.00
Other Physical Environment					
General Insurance	2,525.00	-	2,525.00	3,000.00	3,000.00
Property & Casualty Insurance	5,987.00	-	5,987.00	-	7,000.00
Other Insurance	-	-	-	750.00	150.00
Irrigation Repairs	17,061.21	17,061.21	34,122.42	30,000.00	55,000.00
Landscaping Maintenance & Material	105,948.00	122,688.00	228,636.00	228,636.00	270,000.00
Other Landscape Maintenance	-	20,000.00	20,000.00	40,000.00	40,000.00
Landscape Improvements	51,983.50	51,983.50	103,967.00	50,000.00	95,000.00
Tree Trimming	-	-	-	-	20,000.00
Contingency	3,700.00	9,930.96	13,630.96	17,614.00	8,500.00
Hurricane Cleanup	-	2,500.00	2,500.00	5,000.00	5,000.00
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	1,803.60	2,012.40	3,816.00	3,816.00	3,816.00
IME - Irrigation Repairs	938.50	35,061.50	36,000.00	36,000.00	10,800.00
IME - Landscaping	45,604.80	45,604.80	91,209.60	88,253.28	94,140.00
IME - Lighting	1,832.82	18,167.18	20,000.00	20,000.00	22,153.84
IME - Miscellaneous	1,526.76	1,526.76	3,053.52	-	1,661.40
IME - Water Reclaimed	472.46	3,127.54	3,600.00	3,600.00	3,323.08
Road & Street Facilities					
Entry and Wall Maintenance	-	1,500.00	1,500.00	3,000.00	3,000.00
Hardscape Maintenance	-	1,500.00	1,500.00	3,000.00	5,000.00
Streetlights	37,483.02	37,483.02	74,966.04	100,000.00	110,370.08
Accent Lighting	-	1,000.00	1,000.00	2,000.00	2,000.00
Parks & Recreation					
Personnel Leasing Agreement	-	10,000.00	10,000.00	20,000.00	20,000.00
Reserves					
Infrastructure Capital Reserve	-	22,200.00	22,200.00	22,200.00	22,200.00
Interchange Maintenance Reserve	-	3,146.67	3,146.67	3,146.67	3,146.67
Total Field Operations Expenses	\$ 298,785.85	\$ 428,412.72	\$ 727,198.57	\$ 705,015.95	\$ 852,261.07
Total Expenses	\$ 351,600.67	\$ 478,511.59	\$ 830,112.26	\$ 821,140.95	\$ 979,986.07
Income (Loss) from Operations	\$ 325,340.57	\$ (334,811.88)	\$ (9,471.31)	\$ (500.00)	\$ -
<u>Other Income (Expense)</u>					
Interest Income	\$ 4,735.65	\$ 4,735.66	\$ 9,471.31	\$ 500.00	\$ 10,000.00
Total Other Income (Expense)	\$ 4,735.65	\$ 4,735.66	\$ 9,471.31	\$ 500.00	\$ 10,000.00
Net Income (Loss)	\$ 330,076.22	\$ (330,076.22)	\$ -	\$ -	\$ 10,000.00



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

MEMORANDUM

EXHIBIT B

DATE: April 16, 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 were accepted by the City on April 10, 2019.

In accordance with the authorization issued by the District on March 19, 2019, Devo Engineering is preparing a geotechnical evaluation of the erosion at the ends of the quad culvert crossing under the roadway west of the high school. Devo's preliminary determination is that this erosion is neither a construction issue nor a design issue but is rather related to a change in the movement of groundwater within this former wetland area. DWMA is coordinating with Devo on completion of the evaluation and recommendations to address the cause of the erosion.

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) have been completed and pressure testing is in process. Contractor has completed installation of curb and gutter and lime rock base. Application of prime coat is ongoing, and the first lift of asphalt is scheduled to be placed on May 13, 2019.

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

Recommended Motion: None at this time.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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<http://www.dwrma.com>



Memorandum

Re: Greenway Improvement District

Construction Contract Status

April 16, 2019

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Lake Nona Kellogg Avenue Extension – DeWitt Excavation

Construction Status: Final walk through was satisfactorily completed on April 9, 2019. The project is being closed out pending approval of as-builts by the City of Orlando.

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

Recommended Motion: None at this time.

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	Approved	\$ 6,473,722.75	2/19/2019	2/19/2019	

**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	Approved	\$1,967,388.76	2/19/2019	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	Approved	\$1,986,466.01	2/19/2019	2/19/2019	
9	2/6/2019	Stop sign and thermopaint	0	\$1,956.00	Approved	\$1,988,422.01	2/19/2019	2/19/2019	
10	2/19/2019	Change of street sign	0	\$750.00	Pending	\$1,989,172.01	3/19/2019		

GREENEWAY IMPROVEMENT DISTRICT

**Minutes of the May 6, 2019
RFP Meeting to Open Responses for Landscaping
and Irrigation Maintenance Services**

**FAMILY OF LAKE NONA IMPROVEMENT DISTRICTS -
GREENWAY IMPROVEMENT DISTRICT, BOGGY CREEK IMPROVEMENT DISTRICT & MYRTLE CREEK
IMPROVEMENT DISTRICT**

MEETING MINUTES

PUBLIC MEETING TO OPEN RFP RESPONSES FOR LANDSCAPING AND IRRIGATION MAINTENANCE SERVICES

FIRST ORDER OF BUSINESS

The Landscaping and Irrigation Maintenance Services Bid Opening meeting for the Family of Lake Nona Improvement Districts – Greenway ID, Boggy Creek ID and Myrtle Creek ID was called to order on Monday, May 6, 2019 at 10:00 a.m. at the offices of PFM Group Consulting, LLC, located at 12051 Corporate Blvd., Orlando, FL 32817. Those in attendance are outlined below:

Jennifer Walden	PFM
Lynne Mullins	PFM
Jason Smith	Down to Earth
Chris Denmison	Cepira Landscape
Derek Ryan	OmegaScapes
JC Guillen	BrightView Landscape

SECOND ORDER OF BUSINESS

Bid Opening

Ms. Walden stated that six sealed bids had been received in response to the published request for proposals. Ms. Walden then opened each of the sealed bids and read the proposer's name, date bid was received and the bid amounts for each section onto the record. Ms. Walden read the following:

<i>Name of Proposer</i>	Helping Hand Lawn Care	Carol King Lanscape Maintenance Inc.	Down to Earth Landscape & Irrigation	OmegaScapes	Cepira Landscape	BrightView Landscape Services
Date of Submission	May 6, 2019 at 8:33 am	May 6, 2019 at 8:33 am	May 6, 2019 at 9:15 am	May 6, 2019 at 8:30 am	May 6, 2019 at 9:30 am	May 3, 2019 at 3:35 pm
<i>Name of Proposer</i>	Helping Hand Lawn Care	Carol King Lanscape Maintenance Inc.	Down to Earth Landscape & Irrigation	OmegaScapes	Cepira Landscape	BrightView Landscape Services
Greenway ID Section #1 Bid Term 1 - FY 19-20	\$20,988.00	\$50,400.00	\$52,020.00	\$83,880.00	\$48,129.00	\$62,040.00

Term 2 - FY 20-21	\$20,988.00	\$50,400.00	\$52,020.00	\$86,400.00	\$48,129.00	\$62,040.00
Term 3 - FY 21-22	\$20,988.00	\$51,924.00	\$52,020.00	\$88,992.00	\$49,551.00	\$63,901.00
Section #2 Bid						
Term 1 - FY 19-20	\$112,965.00	\$180,144.00	\$145,950.00	\$201,396.00	\$125,232.00	\$189,181.00
Term 2 - FY 20-21	\$112,965.00	\$180,144.00	\$145,950.00	\$207,432.00	\$125,232.00	\$189,181.00
Term 3 - FY 21-22	\$112,965.00	\$185,556.00	\$145,950.00	\$213,660.00	\$129,117.00	\$194,855.00
Section #3 Bid						
Term 1 - FY 19-20	\$93,996.00	\$96,780.00	\$47,684.00	\$97,224.00	\$81,768.00	\$76,992.00
Term 2 - FY 20-21	\$93,996.00	\$96,780.00	\$47,684.00	\$100,140.00	\$81,768.00	\$76,992.00
Term 3 - FY 21-22	\$93,996.00	\$99,684.00	\$47,684.00	\$103,140.00	\$84,480.00	\$79,302.00
Combined Bid						
Term 1 - FY 19-20	\$227,949.00	\$327,324.00	\$245,654.00	\$382,500.00	\$255,129.00	\$328,213.00
Term 2 - FY 20-21	\$227,949.00	\$327,324.00	\$245,654.00	\$393,975.00	\$255,129.00	\$328,213.00
Term 3 - FY 21-22	\$227,949.00	\$337,164.00	\$245,654.00	\$405,792.00	\$263,148.00	\$338,059.00

<i>Name of Proposer</i>	Helping Hand Lawn Care	Carol King Lanscape Maintenance Inc.	Down to Earth Landscape & Irrigation	OmegaScapes	Cepra Landscape	BrightView Landscape Services
Myrtle Creek Section #1 Bid						
Term 1 - FY 19-20	\$150,348.00	\$217,380.00	\$220,285.00	\$288,708.00	\$205,650.00	\$243,372.00
Term 2 - FY 20-21	\$150,348.00	\$217,380.00	\$220,285.00	\$297,372.00	\$205,650.00	\$243,372.00
Term 3 - FY 21-22	\$150,348.00	\$223,896.00	\$220,285.00	\$306,288.00	\$214,077.00	\$250,673.00
Section #2 Bid						
Term 1 - FY 19-20	\$35,184.00	\$37,020.00	\$42,210.00	\$56,292.00	\$32,496.00	\$45,861.00
Term 2 - FY 20-21	\$35,184.00	\$37,020.00	\$42,210.00	\$57,984.00	\$32,496.00	\$45,861.00
Term 3 - FY 21-22	\$35,184.00	\$38,136.00	\$42,210.00	\$59,724.00	\$33,768.00	\$47,237.00
Combined Bid						
Term 1 - FY 19-20	\$185,532.00	\$254,400.00	\$262,495.00	\$345,000.00	\$238,146.00	\$289,233.00
Term 2 - FY 20-21	\$185,532.00	\$254,400.00	\$262,495.00	\$355,320.00	\$238,146.00	\$289,233.00
Term 3 - FY 21-22	\$185,532.00	\$262,032.00	\$262,495.00	\$365,976.00	\$247,845.00	\$297,900.00

<i>Name of Proposer</i>	Helping Hand Lawn Care	Carol King Lanscape Maintenance Inc.	Down to Earth Landscape & Irrigation	OmegaScapes	Cepra Landscape	BrightView Landscape Services
Boggy Creek ID - Interchange						
Term 1 - FY 19-20	\$176,304.00	\$209,496.00	\$242,408.00	\$237,000.00	0.00	\$292,092.00
Term 2 - FY 20-21	\$176,304.00	\$209,496.00	\$242,408.00	\$244,342.00	\$0.00	\$292,092.00
Term 3 - FY 21-22	\$176,304.00	\$215,784.00	\$242,408.00	\$251,424.00	\$0.00	\$300,855.00

<i>Name of Proposer</i>	Helping Hand Lawn Care	Carol King Lanscape Maintenance Inc.	Down to Earth Landscape & Irrigation	OmegaScapes	Cepra Landscape	BrightView Landscape Services
Boggy Creek ID - Internal Roadway Section #1 Bid						
Term 1 - FY 19-20	\$148,320.00	\$199,800.00	\$220,950.00	\$286,716.00	\$171,123.00	\$278,639.00
Term 2 - FY 20-21	\$148,320.00	\$199,800.00	\$220,950.00	\$295,308.00	\$171,123.00	\$278,639.00
Term 3 - FY 21-22	\$148,320.00	\$205,800.00	\$220,950.00	\$304,164.00	\$175,848.00	\$286,999.00
Section #2 Bid						
Term 1 - FY 19-20	\$65,520.00	\$116,040.00	\$75,230.00	\$113,280.00	\$57,453.00	\$93,350.00
Term 2 - FY 20-21	\$65,520.00	\$116,040.00	\$75,230.00	\$116,676.00	\$57,453.00	\$93,350.00
Term 3 - FY 21-22	\$65,520.00	\$119,520.00	\$75,230.00	\$120,180.00	\$59,571.00	\$96,150.00
Combined Bid						
Term 1 - FY 19-20	\$213,840.00	\$315,840.00	\$296,180.00	\$399,996.00	\$228,576.00	\$371,989.00
Term 2 - FY 20-21	\$213,840.00	\$315,840.00	\$296,180.00	\$411,996.00	\$228,576.00	\$371,989.00
Term 3 - FY 21-22	\$213,840.00	\$325,320.00	\$296,180.00	\$423,996.00	\$234,717.00	\$383,149.00

THIRD ORDER OF BUSINESS

Adjournment

With no other business to be discussed, the Bid Opening meeting was adjourned.

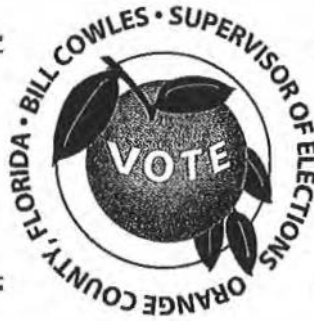
Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

GREENEWAY IMPROVEMENT DISTRICT

**Letter from Supervisor of Elections
-Orange County**

BILL COWLES
Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO:
*Ensure the integrity of the electoral process.
Enhance public confidence.
Encourage citizen participation.*

April 15, 2019

Ms. Lynne Mullins, Assistant District Manager
Greenway Improvement District
Fishkind and Associates, Inc
12051 Corporate Blvd
Orlando FL 32817

Dear Ms. Mullins:

Per the requirements of Chapter 190.006, Florida Statutes, the Orange County Supervisor of Elections Office Mapping Department has determined the number of registered voters in the Improvement District as of **April 15, 2019**. Our research is based on the legal description provided to us by the District office on **June 3, 2009**.

As of **April 15, 2019**, there are **2,733 registered voters** in the
Greenway Improvement District

Attached is a map and list of streets currently in the Improvement District according to our records. If you have any questions or corrections, please contact the Mapping Department at 407-254-6584.

Sincerely,

Bill Cowles
Supervisor of Elections

bc/ajs

GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2019-05,
Election of Officers**

RESOLUTION 2019-05

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

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

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

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

Section 1. _____ is elected Chair.

Section 2. _____ is elected Vice Chair.

Section 3. _____ is elected Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

Section 4. _____ is elected Treasurer.

Section 5. _____ is elected as Assistant Treasurer.

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

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

PASSED AND ADOPTED THIS 21st DAY of MAY, 2019.

ATTEST:

**GREENWAY
IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice-Chair

GREENEWAY IMPROVEMENT DISTRICT

Conveyance of Nemours Parkway Phase 7

GREENEWAY IMPROVEMENT DISTRICT

Special Warranty Deed

Prepared By and Return To:

Sara W. Bernard, Esq.
Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

SPECIAL WARRANTY DEED
(Nemours Parkway Phase 7)

THIS SPECIAL WARRANTY DEED is made effective as of the ____ day of _____, 2019 by **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (the "**Grantor**"), to and in favor of **GREENWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "**Grantee**").

WITNESSETH:

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

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

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

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

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EXHIBIT "A"

PROPERTY

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 $N11^{\circ}23'49''W$ 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 $N75^{\circ}23'19''E$; 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 $06^{\circ}25'44''$ for a distance of 339.99 feet to the point of tangency; thence $N72^{\circ}10'27''E$ along said Northerly line, 55.07 feet; thence $N00^{\circ}00'16''W$ 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 $N72^{\circ}10'27''E$ 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 $N13^{\circ}52'07''W$, 2.00 feet; thence $N72^{\circ}10'27''E$, 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 $N78^{\circ}46'26''E$; thence Easterly along the arc of said curve through a central angle of $13^{\circ}12'00''$ for a distance of 354.20 feet to the point of tangency; thence $N85^{\circ}22'26''E$, 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 $S87^{\circ}13'33''E$; thence Easterly along the arc of said curve through a central angle of $14^{\circ}48'01''$ for a distance of 422.86 feet to the point of tangency; thence $S79^{\circ}49'33''E$, 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 $S73^{\circ}58'29''E$; thence Easterly along the arc of said curve through a central angle of $11^{\circ}42'08''$ 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 $S74^{\circ}50'11''E$; thence Easterly along the arc of said curve through a central angle of $13^{\circ}25'32''$ for a distance of 225.65 feet to the point of tangency; thence $S81^{\circ}32'57''E$, 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 $S74^{\circ}16'27''E$; thence Easterly along the arc of said curve through a central angle of $14^{\circ}33'00''$ 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 $N89^{\circ}31'07''E$; thence Easterly along the arc of said curve through a central angle of $46^{\circ}57'53''$ for a distance of 481.98 feet to the point of tangency; thence $N66^{\circ}02'10''E$, 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 $S23^{\circ}57'50''E$ 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 $S66^{\circ}02'10''W$, 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 $S89^{\circ}31'07''W$; thence Westerly along the arc of said curve through a central angle of $46^{\circ}57'53''$ 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 $N74^{\circ}16'27''W$; thence Westerly

along the arc of said curve through a central angle of $14^{\circ}33'00''$ for a distance of 243.28 feet to the point of tangency; thence $N81^{\circ}32'57''W$, 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 $N74^{\circ}50'11''W$; thence Westerly along the arc of said curve through a central angle of $13^{\circ}25'32''$ 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 $N73^{\circ}58'29''W$; thence Westerly along the arc of said curve through a central angle of $11^{\circ}42'08''$ for a distance of 195.66 feet to the point of tangency; thence $N79^{\circ}49'33''W$, 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 $N86^{\circ}34'19''W$; thence Westerly along the arc of said curve through a central angle of $13^{\circ}29'31''$ 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 $S79^{\circ}25'41''W$; thence Westerly along the arc of said curve through a central angle of $14^{\circ}30'29''$ for a distance of 195.99 feet to the point of tangency; thence $S72^{\circ}10'27''W$, 446.49 feet; thence $N13^{\circ}52'07''W$, 2.00 feet; thence $S72^{\circ}10'27''W$, 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 $S75^{\circ}23'19''W$; thence Westerly along the arc of said curve through a central angle of $06^{\circ}25'44''$ for a distance of 343.92 feet to a non-tangent line; thence $N11^{\circ}23'49''W$, 5.00 feet to the POINT OF BEGINNING

AND:

That part of Sections 24 and 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 I, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence $N11^{\circ}23'49''W$ along the Easterly line of said plat of NEMOURS PARKWAY AT LAKE NONA PHASE I, for a distance of 120.00 feet to the Southerly line of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Northerly having a radius of 2940.00 feet and a chord bearing of $N75^{\circ}23'19''E$; thence Easterly along said Southerly line and the arc of said curve through a central angle of $06^{\circ}25'44''$ for a distance of 329.89 feet to the point of tangency; thence $N72^{\circ}10'27''E$ along said Southerly line, 84.01 feet to the Southeast corner of said Lot 1; thence departing said Southerly line run $N00^{\circ}00'16''W$ along the East line of said Lot 1, for a distance 844.18 feet; thence departing said East line run $N89^{\circ}59'44''E$, 22.00 feet to the POINT OF BEGINNING; thence continue $N89^{\circ}59'44''E$, 20.00 feet; thence $N00^{\circ}00'16''W$, 25.01 feet; thence $N89^{\circ}59'44''E$, 47.00 feet; thence $N00^{\circ}00'16''W$, 79.00 feet; thence $S89^{\circ}59'44''W$, 73.00 feet; thence $S00^{\circ}00'16''E$, 79.00 feet; thence $N89^{\circ}59'44''E$, 6.00 feet; thence $S00^{\circ}00'16''E$, 25.01 feet to the POINT OF BEGINNING

GREENEWAY IMPROVEMENT DISTRICT

Closing Statement

Holland & Knight

CLOSING STATEMENT AND SCHEDULE OF DISBURSEMENTS (Nemours Parkway Phase 7 – GID)

GRANTOR: LAKE NONA LAND COMPANY, LLC, a Florida limited liability company

GRANTEE: GREENEWAY IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

PROPERTY: See Exhibit “A” attached hereto and incorporated herein by reference (the “Property”)

**TITLE AGENT/
CLOSING AGENT:** HOLLAND & KNIGHT LLP

CLOSING DATE: May 22, 2019

Purchase Price ¹	\$ 471,900.00
Cash Due from Grantee at Closing	\$ 471,900.00

¹ Purchase Price is based on 6.292 acres x \$75,000.00 per acre for a total Purchase Price of \$471,900.00.

EXPENSES:**CHARGE GRANTOR:****Recording Fees:**

Release and Termination of Temporary Construction and Access Easement (4 pages)	\$	35.50
First Amendment to Temporary Construction and Access Easement Agreement (8 pages)	\$	69.50
Special Warranty Deed (4 pages)	\$	35.50
Documentary Stamp Taxes	\$	<u>3,227.70</u>
Subtotal:	\$	3,368.20

Title Charges:

Title Insurance Premium on Owner's Policy	\$	2,434.50
Title Search Fee	\$	150.00
Title Search Update Fee	\$	<u>100.00</u>
Subtotal:	\$	2,684.50

Miscellaneous Expenses:

CDD Estoppel (<i>PFM Group Consulting, LLC</i>)	\$	125.00
2019 Advance Real Estate Taxes (<i>See Note 1</i>)	\$	1,298.61
Grantor's Attorneys' Fees and Costs (<i>Holland & Knight LLP</i>)	\$	<u>4,632.00</u>
Subtotal:	\$	6,055.61
TOTAL EXPENSES	\$	<u><u>12,108.31</u></u>

RECAPITULATION:**GRANTOR:**

Cash Due from Grantee at Closing	\$	471,900.00
Less: Expenses	\$	<u>(12,108.31)</u>
NET CASH DUE TO GRANTOR	\$	<u>459,791.69</u>

RECEIPTS:

Net Cash Due From Grantee	\$	471,900.00
TOTAL RECEIPTS	\$	<u>471,900.00</u>

DISBURSEMENTS:

Orange County Comptroller (<i>Recording Costs and Documentary Stamps</i>)	\$	3,368.20
First American Title Insurance Company (<i>Premium for Owner's Policy</i>)	\$	2,434.50
First American Title Insurance Company (<i>Title Search Fee</i>)	\$	150.00
First American Title Insurance Company (<i>Title Search Update Fee</i>)	\$	100.00
Orange County Tax Collector (<i>2019 Advance Real Estate Taxes</i>)	\$	1,298.61
PFM Group Consulting, LLC (<i>CDD Estoppel Fee</i>)	\$	125.00
Holland & Knight LLP (<i>Grantor's Attorney's Fees and Costs</i>)	\$	4,632.00
Lake Nona Land Company, LLC (<i>Net Cash Due to Grantor</i>)	\$	<u>459,791.69</u>
TOTAL DISBURSEMENTS	\$	<u>471,900.00</u>

NOTES:

1. 2019 Advance Real Estate Taxes. 2019 Real Estate Taxes have been prorated based upon the tax cutout value for a portion of Parcel Identification Number 26-24-30-0000-00-011 and 26-24-30-0000-00-006 as provided by the Orange County Tax Collector in that certain correspondence dated May 14, 2019 set forth in Exhibit "B" attached hereto and made a part hereof, at a per diem in the amount of \$0.05 and \$9.16, respectively. Based upon a closing date of May 22, 2019, Grantor is responsible for 141 days for a total 2019 real estate taxes due in the amount of \$1,298.61 for the Property.
2. The parties acknowledge that in preparing this Closing Statement and Schedule of Disbursements, Holland & Knight LLP has necessarily relied upon the information provided by others and therefore cannot warrant the accuracy of that information. The parties agrees to cooperate after closing to correct or adjust this Closing Statement and Schedule of Disbursements, and to reimburse or pay appropriate amounts, in order to ensure that this Closing Statement and Schedule of Disbursements properly reflects the transaction. This Closing Statement and Schedule of Disbursements may be executed in multiple counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Closing Statement and Schedule of Disbursements.

THIS CLOSING STATEMENT AND SCHEDULE OF DISBURSEMENTS HAS BEEN EXAMINED AND APPROVED as of the _____ day of _____, 2019.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

GRANTOR:

The undersigned hereby certifies that they have carefully reviewed the foregoing Closing Statement and Schedule of Disbursements, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the foregoing Closing Statement and Schedule of Disbursements to be paid on their behalf. The undersigned further certifies that they have received a copy of this Closing Statement and Schedule of Disbursements.

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

By: _____
James L. Zboril, President

GRANTEE:

The undersigned hereby certifies that they have carefully reviewed the foregoing Closing Statement and Schedule of Disbursements, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the foregoing Closing Statement and Schedule of Disbursements to be paid on their behalf. The undersigned further certifies that they have received a copy of this Closing Statement and Schedule of Disbursements.

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

By: _____
Name: _____
Title: _____

Closing Agent Certification

I have reviewed the foregoing Closing Statement and Schedule of Disbursements, the lender's closing instructions if applicable, and any and all other forms relative to the escrow funds, including any disclosure of the Florida title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and Florida law.

Closing Agent Signature

Date Signed

Holland & Knight LLP

N/A

Closing Agent Name

Florida License Number

Holland & Knight LLP

N/A

Title Agency Holding Funds

Florida License Number

EXHIBIT "A"

Property

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 $N11^{\circ}23'49''W$ 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 $N75^{\circ}23'19''E$; 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 $06^{\circ}25'44''$ for a distance of 339.99 feet to the point of tangency; thence $N72^{\circ}10'27''E$ along said Northerly line, 55.07 feet; thence $N00^{\circ}00'16''W$ 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 $N72^{\circ}10'27''E$ 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 $N13^{\circ}52'07''W$, 2.00 feet; thence $N72^{\circ}10'27''E$, 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 $N78^{\circ}46'26''E$; thence Easterly along the arc of said curve through a central angle of $13^{\circ}12'00''$ for a distance of 354.20 feet to the point of tangency; thence $N85^{\circ}22'26''E$, 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 $S87^{\circ}13'33''E$; thence Easterly along the arc of said curve through a central angle of $14^{\circ}48'01''$ for a distance of 422.86 feet to the point of tangency; thence $S79^{\circ}49'33''E$, 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 $S73^{\circ}58'29''E$; thence Easterly along the arc of said curve through a central angle of $11^{\circ}42'08''$ 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 $S74^{\circ}50'11''E$; thence Easterly along the arc of said curve through a central angle of $13^{\circ}25'32''$ for a distance of 225.65 feet to the point of tangency; thence $S81^{\circ}32'57''E$, 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 $S74^{\circ}16'27''E$; thence Easterly along the arc of said curve through a central angle of $14^{\circ}33'00''$ 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 $N89^{\circ}31'07''E$; thence Easterly along the arc of said curve through a central angle of $46^{\circ}57'53''$ for a distance of 481.98 feet to the point of tangency; thence $N66^{\circ}02'10''E$, 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 $S23^{\circ}57'50''E$ 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 $S66^{\circ}02'10''W$, 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 $S89^{\circ}31'07''W$; thence Westerly along the arc of said curve through a central angle of $46^{\circ}57'53''$ 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 $N74^{\circ}16'27''W$; thence Westerly along the arc of said curve through a central angle of $14^{\circ}33'00''$ for a distance of 243.28 feet to the point of tangency; thence $N81^{\circ}32'57''W$, 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 $N74^{\circ}50'11''W$; thence Westerly along the arc of said curve through a central angle of $13^{\circ}25'32''$ 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 Sections 24 and 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 I, 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 I, for a distance of 120.00 feet to the Southerly line of Lot 1, NEMOURS CHILDREN'S HOSPITAL, according to the plat thereof as recorded in Plat Book 73, Pages 81 through 83, of the Public Records of Orange County, Florida and a point on a non-tangent curve concave Northerly having a radius of 2940.00 feet and a chord bearing of N75°23'19"E; thence Easterly along said Southerly line and the arc of said curve through a central angle of 06°25'44" for a distance of 329.89 feet to the point of tangency; thence N72°10'27"E along said Southerly line, 84.01 feet to the Southeast corner of said Lot 1; thence departing said Southerly line run N00°00'16"W along the East line of said Lot 1, for a distance 844.18 feet; thence departing said East line run N89°59'44"E, 22.00 feet to the POINT OF BEGINNING; thence continue N89°59'44"E, 20.00 feet; thence N00°00'16"W, 25.01 feet; thence N89°59'44"E, 47.00 feet; thence N00°00'16"W, 79.00 feet; thence S89°59'44"W, 73.00 feet; thence S00°00'16"E, 79.00 feet; thence N89°59'44"E, 6.00 feet; thence S00°00'16"E, 25.01 feet to the POINT OF BEGINNING

EXHIBIT "B"

Tax Cut-Out

[See Attached 1 Page]

GREENEWAY IMPROVEMENT DISTRICT

First Amendment to Temporary Construction and Access Easement Agreement

Prepared By and Return To

Sara W. Bernard, Esq.
Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

**FIRST AMENDMENT TO TEMPORARY CONSTRUCTION AND ACCESS
EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (the “**Amendment**”) is made and entered into as of _____, 2019 (the “**Effective Date**”) by and between **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose mailing address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (the “**Grantor**”), and **GREENEWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**Grantee**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**” and separately as the “**Party**”).

WITNESSETH:

WHEREAS, the Parties entered into that certain Temporary Construction and Access Easement Agreement recorded December 14, 2018 under Document Number 20180724845, in the Public Records of Orange County, Florida (the “**Original Agreement**”); and

WHEREAS, Grantor is the owner in fee simple of the Easement Area as described in Exhibit “A” of the Original Agreement (the “**Easement Area**”); and

WHEREAS, the Parties desire to replace the Easement Area with a new easement area on, upon, over, under, across and through that certain real property being more particularly described in Exhibit “A” attached hereto and made a part hereof (the “**Replacement Easement Area**”); and

WHEREAS, Grantor is the owner in fee simple of the Replacement Easement Area; and

WHEREAS, the Parties desire to enter into this Amendment in order to replace the Easement Area with the Replacement Easement Area, upon such terms as more particularly described herein.

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

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

2. **Definitions.** Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

3. **Modification of Easement Area.** The Agreement is hereby amended in order to replace the Easement Area with the Replacement Easement Area. All references in the Agreement to the "Easement Area" shall hereafter mean and refer to the lands lying within the Replacement Easement Area. The Parties hereby discharge, terminate and release those portions of the original "Easement Area" as described in the Agreement that do not lie within the Replacement Easement Area from the encumbrance of the Agreement.

4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.

5. **Effect on Agreement.** Except as modified herein, the Agreement shall remain in full force and effect binding upon each of the Parties. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amendment to be executed as of the Effective Date.

“GRANTOR”

Signed, sealed and delivered in the presence of the following witnesses:

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

Print Name: _____

By: _____
James L. Zboril, President

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by James L. Zboril, as President of **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, on behalf of the company. He is (__) personally known to me or (__) has produced _____ as identification.

(Signature of Notary Public)

(Typed Name of Notary Public)

Notary Public, State of Florida

Commission No.:

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of **GREENWAY IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on behalf of the district. He/She is personally known to me or has produced _____ as identification.

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

By: _____
Name: _____
Title: _____

(Signature of Notary Public)

(Typed Name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

REPLACEMENT EASEMENT AREA

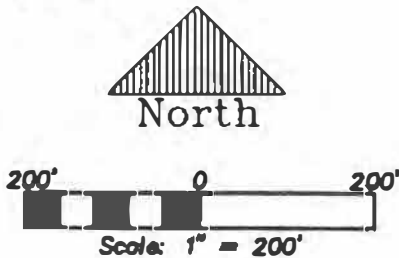
[See Attached Sketch of Description CS #16-204(J) – 3 Pages]

SKETCH OF DESCRIPTION

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

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

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



NOT PLATTED

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

(PROPOSED)
TRACT LS-1
NOT PLATTED

(PROPOSED)
TRACT OS-1
NOT PLATTED

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

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

POINT OF COMMENCEMENT

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

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

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

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

NOT INCLUDED
NOT PLATTED

NOT PLATTED

(PROPOSED)
NEMOURS PARKWAY

L4

NOT PLATTED

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

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH

NEMOURS PARKWAY PHASE 7 - DRAINAGE EASEMENT NO. 3

5/9/19

RTS

REVISED SKETCH AND LEGAL

DATE

BY

DESCRIPTION

REVISIONS



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. 1858

DONALD W. MCINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. 1858

Robert "Tyler" Sears May 16, 2019
Florida Registered Surveyor and Mapper
Certificate No. 6950
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER.

DRAWN BY: RTS

CHECKED BY: RTS

JOB NO.

SCALE

SHEET 1

DATE: 07/2018

DATE: 07/2018

16106

1"=200'

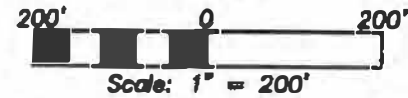
OF 3

SKETCH OF DESCRIPTION

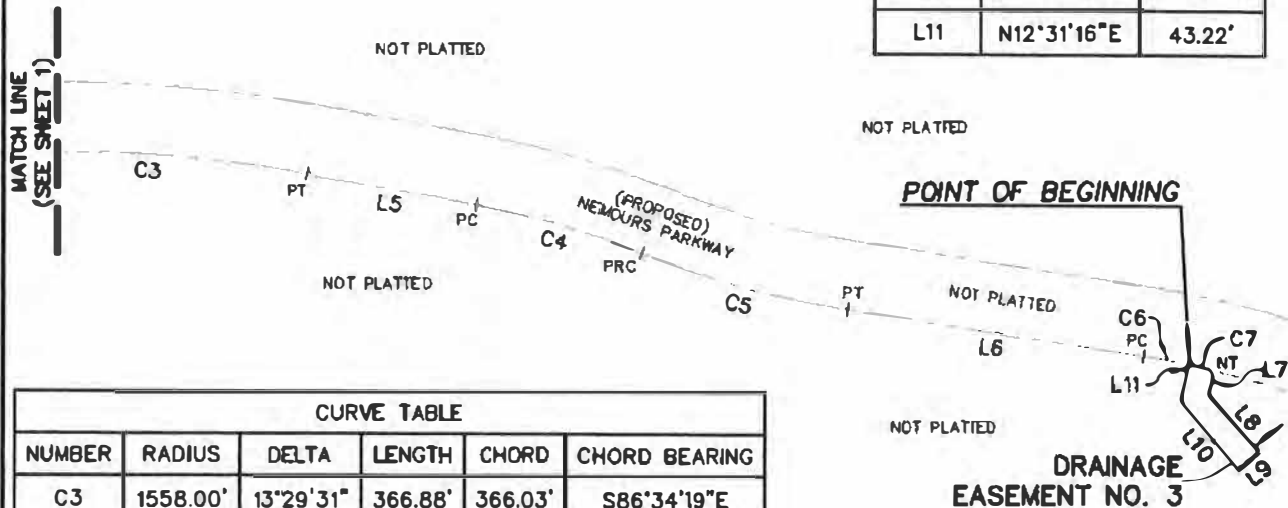
This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

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

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



LINE TABLE		
NUMBER	BEARING	DISTANCE
L5	S79°49'33"E	195.92'
L6	S81°32'57"E	343.56'
L7	S12°31'16"W	28.09'
L8	S40°59'57"E	87.19'
L9	S49°00'03"W	30.00'
L10	N40°59'57"W	102.32'
L11	N12°31'16"E	43.22'



CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	1558.00'	13°29'31"	366.88'	366.03'	S86°34'19"E
C4	958.00'	11°42'08"	195.66'	195.32'	S73°58'29"E
C5	1042.00'	13°25'32"	244.16'	243.60'	S74°50'11"E
C6	958.00'	3°10'23"	53.05'	53.05'	S79°57'46"E
C7	958.00'	1°47'40"	30.00'	30.00'	S77°28'44"E

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



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. 1B68

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

SKETCH OF DESCRIPTION

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

DESCRIPTION:

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

Commence at the Northeast Corner of Nemours Parkway, according to the plat of NEMOURS PARKWAY AT LAKE NONA PHASE 1, as recorded in Plat Book 73, Pages 78 through 80, of the Public Records of Orange County, Florida; thence S11°23'49"E along the Easterly line of said NEMOURS PARKWAY AT LAKE NONA PHASE 1 and the Southeasterly prolongation thereof, for a distance of 125.00 feet to a non-tangent curve concave Northerly having a radius of 3065.00 feet and a chord bearing of N75°23'19"E; thence departing said Southeasterly prolongation run Easterly along the arc of said curve through a central angle of 06°25'44" for a distance of 343.92 feet to the point of tangency; thence N72°10'27"E, 97.58 feet; thence S13°52'07"E, 2.00 feet; thence N72°10'27"E, 446.49 feet to the point of curvature of a curve concave Southerly having a radius of 774.00 feet and a chord bearing of N79°25'41"E; thence Easterly along the arc of said curve through a central angle of 14°30'29" for a distance of 195.99 feet to the point of compound curvature of a curve concave Southerly having a radius of 1558.00 feet and a chord bearing of S86°34'19"E; thence Easterly along the arc of said curve through a central angle of 13°29'31" for a distance of 366.88 feet to the point of tangency; thence S79°49'33"E, 195.92 feet to the point of curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of S73°58'29"E; thence Easterly along the arc of said curve through a central angle of 11°42'08" for a distance of 195.66 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1042.00 feet and a chord bearing of S74°50'11"E; thence Easterly along the arc of said curve through a central angle of 13°25'32" for a distance of 244.16 feet to the point of tangency; thence S81°32'57"E, 343.56 feet to the point of curvature of a curve concave Southerly having a radius of 958.00 feet and a chord bearing of S79°57'46"E; thence Easterly along the arc of said curve through a central angle of 03°10'23" for a distance of 53.05 feet to the POINT OF BEGINNING; thence continue along the arc of said curve having a radius of 958.00 feet and a chord bearing of S77°28'44"E, through a central angle of 01°47'40" for a distance of 30.00 feet to a non-tangent line; thence S12°31'16"W, 28.09 feet; thence S40°59'57"E, 87.19 feet; thence S49°00'03"W, 30.00 feet; thence N40°59'57"W, 102.32 feet; thence N12°31'16"E, 43.22 feet to the POINT OF BEGINNING.

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

NOTES:

- This is not a survey.
- Not valid without the original signature and seal of a Florida licensed surveyor and mapper.
- Bearings based on the Easterly line of NEMOURS PARKWAY AT LAKE NONA PHASE 1, (Plat Book 73, Pages 78 through 80), being S11°23'49"E, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID: AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID: AK7296), Northing 1467711.44, Easting 582877.80.
- Lands shown hereon were not 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.

LEGEND

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

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

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



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

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

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

GREENEWAY IMPROVEMENT DISTRICT

District Website Agreement

AGREEMENT FOR WEBSITE SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between:

GREENWAY IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Orange County, Florida, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

PFM GROUP CONSULTING, LLC, a Florida corporation whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 ("Consultant," and together with the District, the "Parties").

RECITALS:

WHEREAS, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including stormwater management facilities within and without the boundaries of the District; and

WHEREAS, pursuant to Section 189.069, *Florida Statutes*, the District is required to maintain an official internet website containing certain information required by such section for the purposes of providing web-based access to the public for the information and documentation of the District;

WHEREAS, Consultant has agreed to provide services for the development and maintenance of such website for the District; and

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to the District website;

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

1. **RECITALS CONFIRMED.** The Parties confirm that the above stated recitals are true and correct and are hereby incorporated herein by reference.

2. **SCOPE OF SERVICES.** Consultant shall provide the District with the development, implementation, and maintenance of its technological capabilities, including but not limited to the following (collectively, "Services"):

- i. **Website Development.** Consultant shall design or re-design and implement a web site for the District to comply with Florida law, including, but not limited to, section 189.069, *Florida Statutes*, requiring that special districts operate and

maintain an official internet web site. Consultant shall register a domain name in the District's name for purposes of establishing the web-site. Details of required content are shown in Exhibit A.

ii. Website Hosting, Backup, and Content Updating. Consultant shall provide hosting and backup of The District web site and update content, including minutes, financial statements and events on a monthly basis, or earlier if required by law. Consultant shall be responsible for ensuring the District's compliance with Florida law, including, but not limited to, section 189.069, *Florida Statutes*, requiring that special districts operate and maintain an official internet web site throughout the term of this Agreement.

iii. Service Option. Consultant shall provide the District with the Services more particularly described in Exhibit B for Community Care. Any additional services not specifically identified in Exhibit B for Community Care will require written approval by the District identifying such additional services and fees.

3. FEE SCHEDULE. Notwithstanding anything to the contrary contained herein, fees for Services under this Agreement shall be as follows for Community Care:

One-Time Site Development	\$1,750
Annual Maintenance	\$1,200 (\$100 per month)

Fees and expenses will be invoiced upon completion or monthly, as applicable, and will be due and payable when invoiced. The monthly fees outlined herein may be amended annually as reflected in the adopted General Fund Budget of the District. Such new fees, as authorized by the District's action to adopt the General Fund Budget, shall become the binding schedule of this Agreement until otherwise amended by a subsequent action of the District.

In addition to professional fees, project related out-of-pocket expenses will be billed at cost. These expenses include, but are not limited to: airfare, mileage, public transportation, parking, lodging, meals, re-production of documents, long distance telephone, fax, postage, clerical support, computer charges and express mail. These expenses will be invoiced along with fees and will be due and payable according to the same time frames established herein for other invoices. Out-of-pocket expenses shall not exceed \$500 without prior written approval of the District.

4. DISTRICT RESPONSIBILITIES. The District shall furnish all required documents, data and information relative to the project necessary for the Consultant to perform the duties of this Agreement. In addition, the District shall provide timely services of its staff deemed necessary as the project progresses. Fees and expenses incurred in providing this support shall be the sole responsibility of the District; provided, however, that no such fees or expenses shall be charged where the Consultant and/or its affiliate(s) who serve(s) as District Manager or records custodian already hold the required documents, data or information.

5. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above and shall continue in full force and effect for a period of one (1) year from such date, unless terminated earlier in accordance with the terms contained herein. The Agreement shall thereafter automatically renew for additional one (1) year periods.

6. TERMINATION. This Agreement may be terminated by either Party without cause by providing sixty (60) days written notice of termination to the other Party. Consultant agrees that the District may terminate this Agreement for cause, which termination shall be effective immediately, upon failure of Consultant to perform its duties under this Agreement or upon misfeasance or malfeasance in the performance of such duties. The District agrees that Consultant may terminate this Agreement for cause upon the District's failure to comply with its obligations hereunder. Upon termination of this Agreement, Consultant shall be entitled to payment for work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims of off-sets the District may have against Consultant. Upon any termination, the District will continue to own any domain names and website content, and Consultant will make all reasonable efforts to provide for an orderly transfer of the District's domain names and website content to the District or its designee.

7. NON-PAYMENT. The failure of District to pay any amount due within the applicable timeframes established herein shall constitute good cause for Consultant to suspend services provided under this Agreement until full payment is received.

8. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Agreement, are not contingent upon any circumstance not specifically outlined in this Agreement.

9. LEGAL COMPLIANCE. Consultant shall, for as long as Consultant is under contract to provide the services described herein, be responsible for (1) insuring that the District's website remains in compliance with all applicable Florida law regarding the content and functionality of such website; and (2) providing for the long-term storage of email in compliance with all applicable Florida law regarding records retention.

10. INSURANCE. Consultant will maintain throughout the term of this Agreement the following insurance coverage:

- i. Worker's Compensation insurance to cover full liability under worker's compensation laws in effect from time to time in Florida.
- ii. General Liability insurance with the limit of \$1,000,000 Each Occurrence.
- iii. Professional Liability insurance with limits of no less than \$1,000,000.
- iv. Employment Practices Liability insurance with \$1,000,000 limit.
- v. Comprehensive Automobile Liability insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of \$1,000,000.

Except with respect to the Professional Liability and Worker's Compensation insurance policies, the District (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on each such insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without at least sixty (60) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request.

11. PAYMENT. All invoices are due and payable within 45 days of receipt of a proper invoice pursuant to the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes. Any interest on the amounts due is also governed by the Local Government Prompt Payment Act.

12. ENFORCEMENT. In the event either party is required to take any action to enforce this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

13. SUSPENSION OF PROJECT. The District's abandonment or suspension of the project shall not relieve the District of monies due for services rendered to the date of such abandonment or suspension. Such services shall be billed at the applicable stated rates or full lump sum amounts and will be immediately due and payable upon determination that the project has been abandoned or suspended and that the Consultant has performed the services as outlined herein.

14. OWNERSHIP. Ownership of web site, content, domain name and e-mail addresses, under all circumstances is that of the District.

15. APPLICABLE LAW. This Agreement shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.

16. SEVERABILITY. In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement which shall remain in full force and effect.

17. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jane Gaarlandt ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following

the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, JENNIFERW@FISHKIND.COM, OR 12051 CORPORATE BLVD., ORLANDO, FLORIDA 32817.

18. INDEMNIFICATION. To the extent allowable under applicable law (but without waiving any limitations of liability) and except and to the extent caused by the negligent or intentionally wrongful acts or omissions of the Consultant, the District agrees to indemnify, defend, and hold the Consultant harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District and this Agreement. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

To the extent allowable under applicable law and except and to the extent caused by the negligent or intentionally wrongful acts or omissions of the District, the Consultant agrees to indemnify, defend, and hold the District harmless from and against any and all claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the Consultant and this Agreement. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

19. SOVEREIGN IMMUNITY. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability provided in section 768.28, *Florida Statutes* or other applicable law.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and all antecedent and contemporaneous negotiations, undertakings, representations, warranties, inducements and obligations are merged into this

Agreement and superseded by its delivery. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the parties to this Agreement, or their respective successors or assigns.

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

IN WITNESS WHEREOF, the Parties have each caused their duly authorized officers to execute this Agreement as of the date and year first above-written.

GREENEWAY IMPROVEMENT DISTRICT

Chairperson, Board of Supervisors

Witness

Print Name

Print Name

Date

PFM GROUP CONSULTING, LLC

By

Witness

Print Name

Print Name

Date

EXHIBIT A

REQUIRED WEBSITE CONTENT

Pursuant to section 189.069, *Florida Statutes*, special district web sites will be required to include and make available the following information or documents:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, address, email address, and the term for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter and the statute under which the special district operates, any grant of special powers, the date of establishment, and the establishing entity.
6. The mailing address, email address, telephone number, and internet web site uniform resource locator of the special district.
7. A description of the boundaries, or service area of, and the services provided by the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, special assessment, or charge.
9. The primary contact person for the special district for purposes of communication from the Department of Economic Opportunity.
10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
11. The adopted budget of the special district, in addition to budget amendments in accordance with section 189.418, *Florida Statutes*.
12. The final, complete audit report for the most recent completed fiscal year and other audit reports required by law or authorized by the governing body of the special district.

EXHIBIT B
SERVICE OPTIONS AND FEE SCHEDULE

<i>Category</i>	<i>Community Care</i>	<i>Community Interactive</i>
Costs		
One-Time Site Development	\$1,750	\$5,000
Annual Maintenance	\$1,200	\$2,500
Statutory Requirements		
Internet Website	Yes	Yes
District contact information	Yes	Yes
District contact information	Yes	Yes
District charter	Yes	Yes
District description/purpose	Yes	Yes
Budget	Yes	Yes
Audited financials	Yes	Yes
Assessments and charges	Yes	Yes
Technical Features		
Hosting		
Domain name		
Member database	Maximum of 100	Unlimited
District documents	Yes	Yes
Meeting agenda	Yes	Yes
Meeting minutes	Yes	Yes
Financial reports	Yes	Yes
Most other documents	Yes	Yes
Customized pages	Maximum of 10	Maximum of 20
Resident email database	No	Yes
Custom managed social media	No	Yes
Contact us form	Simple form	Customized form
Email accounts for Board	Up to 5	Up to 10
Mobile website design	Yes	Yes

GREENEWAY IMPROVEMENT DISTRICT

ADA Auditing Services Agreement

**AGREEMENT BETWEEN THE GREENEWAY IMPROVEMENT DISTRICT AND
NEWAGETUTORS LLC, D/B/A VGLOBALTECH, FOR
WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES**

THIS MASTER SERVICES AGREEMENT (this “**Agreement**”) is entered into as of this ____ day of _____, 2019 by and between:

Greeneway Improvement District, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**District**”), and

NewAgeTutors LLC, d/b/a VGlobalTech, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information (“**Website**”); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act (“**ADA**”), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the “**Services**”); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Section 2. Scope of Work. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

A. Initial Technological Audit. Contractor shall perform an Initial Technological Audit of the Website by using software and algorithms available to Contractor, including but not limited to "ADAChecker," that evaluates compliance based on federally recommended ADA best practices for state and local governments, including but not limited to Web Content Accessibility Guidelines 2.0 ("WCAG 2.0"), which standards may change from time to time as promulgated by federal law and rulemaking. Specifically, Contractor shall, at a minimum:

- i. cross-check compatibility of the Website with various technology mediums, including but not limited to mobile phones, tablets, laptop computers and desktop computers, for accessibility;
- ii. convert up to two (2) years' accumulation of PDF documents to accessible formats for assistive technologies and provide the District with the training, means and methods by which the District is able to convert PDF or other documents not converted by Contractor, which may include but is not limited to the provision of "VGlobalTech" software for conversion of documents;
- iii. provide a webpage disclaimer statement that includes notice of the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance and include an accessibility policy on the Website;
- iv. provide Contractor's ADA compliance seal for display on the Website; and
- v. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor's expertise for Website design/best practices in accordance with the ADA.

B. Maintenance. Contractor shall provide an ongoing maintenance of the Website to ensure continued compliance with ADA accessibility standards, which may change from time to time. Specifically, Contractor shall:

- i. provide assistive support up to one (1) hour per month, including assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- ii. attend one (1) conference call or in-person meeting, as requested by the District, per month with the District to review metrics, results and monthly summaries of maintenance performed to-date;
- iii. perform at least four (4) technological audits per year, including tasks identified in Section 2(a) of this Agreement;
- iv. provide Contractor's ADA compliance seal and accessibility policy, which may need to be updated from time to time, for display and use on the Website; and
- v. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement

and **Exhibit A.**

C. Additional Services. The following services are neither included in the Scope of Services in this Section nor in the Compensation for Services as provided in Section 3 of this Agreement. If the District desires additional work or services provided in this subsection or otherwise, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing human audit(s) of the Website;
- ii. providing a point of contact to respond to requests for Website accommodation;
- iii. converting documents for a public records requests received by the District;
- iv. providing assistive support to District staff that is in excess of one (1) hour per month, at a rate not to exceed Twenty-Five Dollars (\$25.00) per hour; and
- v. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

Section 3. Compensation. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. Initial Technological Audit. For performance of the Initial Technological Audit as provided in Section 2(A) of this Agreement, the District shall pay _____ Dollars (\$_____.00). Contractor shall invoice the District upon completion of the Initial Technological Audit.

B. Maintenance. For performance of the ongoing Maintenance as provided in Section 2(B) of this Agreement, the District shall pay _____ Dollars (\$_____.00) per year, payable in twelve (12) equal monthly installments of _____ Dollars (\$_____.00).

C. Invoices; Payment. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

D. Disputed Amounts. The District may withhold any portion of invoice payment that it disputes in good faith ("**Disputed Amounts**"). In such an event, the District shall

nonetheless pay any undisputed amounts and provide to Contractor a sufficiently detailed written explanation of its basis for withholding the Disputed Amounts. Any controversy relating to amounts owed by Customer hereunder shall be considered a Dispute, as defined in Section 10(d) of this Agreement, and subject to the resolution procedures provided in this Agreement. If it is resolved that the Disputed Amounts are in fact owed to Contractor, the District shall remit payment to Contractor within five (5) days of such resolution.

Section 4. Term and Termination.

A. Term. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. Termination. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

Section 5. Representations, Warranties and Covenants. Contractor represents, warrants, and covenants that (a) the Services shall be performed by qualified personnel in a professional and workmanlike manner in accordance with ADA and other website accessibility compliance standards, including but not limited to WCAG 2.0 and other federally recommended guidelines, as may be amended from time to time; and (b) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party.

Section 6. Intellectual Property.

A. Contractor Materials. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor

Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. The District Materials; Publicity and Trademarks. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. Right to Display Contractor's Compliance Shield / Accessibility Policy. The District may display a Contractor-provided compliance shield and customized accessibility policy on its Websites and web applications. The compliance shield shall remain under the full ownership and control of Contractor. The District is expressly prohibited from using the compliance shield for any purpose not specifically authorized by this Agreement, and in no event may use such shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

Section 7. Public Records. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is

Jennifer Walden ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 382-3256, WALDENJ@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA 32817.

Section 8. Indemnity.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in

court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

Section 9. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

Section 10. General Provisions.

A. Conflicts. The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

B. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

C. Independent Contractor. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten business days, then the parties shall attempt to

settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in Orange County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

G. Third-Party Beneficiaries. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

H. Default and Protection against Third-Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

I. Notices. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: NewAgeTutors LLC
d/b/a VGlobalTech

636 Fanning Drive
Winter Springs, Florida 32708
Attn: Vaibhav V. Joshi

If to District: Greenway Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

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

J. Entire Agreement. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

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

L. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. Amendments. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. Force Majeure. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and

Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. Waiver. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. Counterparts. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. Descriptive Headings. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**GREENEWAY IMPROVEMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

WITNESS:

**NEWAGETUTORS LLC, D/B/A
VGLOBALTECH**, a Florida limited
liability company

Print Name:

By: Vaibhav V. Joshi, Owner

Exhibit A: Proposal for Services

Exhibit A

Proposal for Service



ACCREDITED
BUSINESS

BBB Rating: A+

[Click for Profile](#)

Technical & Human Audit Proposal for Public Facing Digital Assets (Software, Websites & Apps)

Goal: Ensure full compliance for people with disabilities as per:



**Nondiscrimination
requirements of
Title II of
the American
Disabilities Act
(ADA)**



**WCAG (Web
Content
Accessibility
Guidelines)**



**Section 508
Stipulations**



**Florida
Insurance
Alliance / eGIS
Risk Advisors
Guidelines**

Read more about details of the above list on VGlobalTech's website. All ADA requirements and information on these topics has been compiled in one place for our clients.

URL: <https://vglobaltech.com/website-compliance/>

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Page 1 of 11

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Version Log:

Date	Version#	Comments	Author
April 11, 2019	1.0	Technical and Human Audit	VB Joshi
April 12, 2019	1.1	Added 3 Options	VB Joshi
April 12, 2019	1.2	Added compliance process flow	VB Joshi

Your website gets 2 Compliance Seals **VGlobalTech's Technical Compliance Seal & Human** **Audit Compliance Seal**



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Working together with your company we wish to add social value to the community we live in!

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1.0 The Law

Please familiarize your team with the Florida Statute 189.069 Special districts; required reporting of information; web-based public access. Source:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

2.0 ADA & WCAG Compliance

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

3.0 Quarterly Technical & Human Audit Testing

This audit is as per the Florida Insurance Alliance, eGIS Insurance Advisors and other insurance guidelines. Please check with your insurance agency for specific requirements. Read more here: https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech team is trained and well aware of ADA and WCAG 2.x Compliance guidelines. VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>



Together we are now able to provide not one but two compliance seals for all our customers. Details of the compliance seals are below.

3.1 Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

3.2 Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

4.0 Compliance Process Flow:



5.0 Pricing Options

Option 1 (recommended):

**Quarterly Technical & Human Audits:
\$1200 / Four Audits**

- ✓ Covers all technical **AND** human audit aspects as per industry experts
- ✓ Discounted to cover both audits together
- ✓ Compliance seals renewed after every audit
- ✓ Ensure site and new content is in compliance with ALL standards
- ✓ Peace of mind

Option 2:

**Quarterly Technical Audit Only*:
\$900 / Four Audits**

- ✓ Covers only technical aspects of elements, html, css, contrast etc as per WCAG
- ✓ Technical Audit Compliance seal renewed after every audit
- ✓ Does not cover human audit (additional considerations that are subjective to the person, assistive technology used etc)

Option 3:

Quarterly Human Audit Only:
\$800 / Four Audits**

- ✓ Covers only human audit (considerations that are subjective to the person, assistive technology used etc conducted in a lab like environment)
- ✓ Human Audit Compliance seal renewed after every audit

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALETECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

6.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

Please Sign and Date, Return to contact@vglobaltech.com:

For Customer

Date

VB Joshi

For VGlobalTech

Date

7.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



BBB Rating: A+

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Contact Information:

Website: <https://vglobaltech.com>

Email: contact@VGlobalTech.com

Call: 321-947-7777

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GREENEWAY IMPROVEMENT DISTRICT

**Award of Landscape and Irrigation Maintenance
Services – Tavistock Lakes and Laureate
Boulevard & Nemours Parkway**

Greenway Improvement District Evaluation Criteria

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)

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL**

TO: Greenway Improvement District

FROM: Helping Hand Lawn Care

In response to your Notice of Solicitation, the undersigned hereby submits our Proposal for Landscape and Irrigation Maintenance Services within the Greenway Improvement District. This Proposal has been prepared and submitted subject to the conditions and requirements set forth in the Request for Proposal and other applicable Proposal Documents, including all Addenda. All of the aforementioned documents, so far as they relate to this Proposal, are made a part hereof. The undersigned (Contractor) herewith proposes to provide the services stipulated for the lump sum prices given by the Schedule of Values, that is a part hereof.

The undersigned has carefully checked the Schedule of Values against the Request for Proposal including the Scope of Work before preparing this Proposal and submits them as correctly listing the complete work to be done in accordance with the Request for Proposal.

The undersigned Proposer has examined the entire request for Proposal Documents and all addenda and is acquainted with and fully understands the extent and character of the Work covered by this Proposal and the specified requirements for the Work. Further, the Proposer has examined the work site and is fully informed as to conditions at this site.

The undersigned Proposer certifies that no officer or agent of the Greenway Improvement District is directly or indirectly interested in this Proposal.

The undersigned Proposer states that this Proposal is made in conformity with the Request for Proposal and agrees that in case of any discrepancy or differences between any condition of his Proposal and those of the Request for Proposal, the provisions of the latter shall prevail.

The undersigned Proposer acknowledges that the Request for Proposal requires proposers to submit proposals for individual district areas of maintenance and collectively submit a proposal for all areas (3 total). The District reserves the right to award Sections 1, 2 and 3 separately to different proposers, or to award collectively to one proposer.

The undersigned Proposer certifies that he has carefully examined the project site, made his own measurements and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Greenway Improvement District against any cost, damage or expense which may be incurred or caused by an error in his preparation of same.

The undersigned acknowledges, by the below execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information ninety (90) days from that date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the Proposal Documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on the proposal constitutes fraud; and, that the District considers such action on the part of the proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Greenway Improvement District.

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #1 (Refer to Maps Contained in H.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$1,749.00</u>	<u>\$20,988.00</u>	(for twelve (12) months)
Term 2	<u>\$1,749.00</u>	<u>\$20,988.00</u>	(for twelve (12) months)
Term 3	<u>\$1,749.00</u>	<u>\$20,988.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
St. Augustine (285,000 SF)	\$ 13,700.00	\$ 13,700.00	\$ 13,700.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Shrub Beds (43,000 SF)	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Trees & Palms	\$ 2,408.00	\$ 2,408.00	\$ 2,408.00
Irrigation	\$ 1,080.00	\$ 1,080.00	\$ 1,080.00
Mulch	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
TOTAL ANNUAL AMOUNT	\$ 20,988.00	\$ 20,988.00	\$ 20,988.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #2 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$9,413.75</u>	<u>112,965.00</u>	(for twelve (12) months)
Term 2	<u>\$9,413.75</u>	<u>112,965.00</u>	(for twelve (12) months)
Term 3	<u>\$9,413.75</u>	<u>112,965.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (900 SF)	\$ 7,425.00	\$ 7,425.00	\$ 7,425.00
St. Augustine (635,000 SF)	\$ 47,800.00	\$ 47,800.00	\$ 47,800.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (80,155 SF)	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
Bahia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Shrub Beds (103,000 SF)	\$ 22,120.00	\$ 22,120.00	\$ 22,120.00
Trees & Palms	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
Irrigation	\$ 1,620.00	\$ 1,620.00	\$ 1,620.00
Mulch	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
TOTAL ANNUAL AMOUNT	\$ 112,965.00	\$ 112,965.00	\$ 112,965.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #3 (Refer to Maps Contained in 11.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$7,833.00</u>	<u>\$93,996.00</u>	(for twelve (12) months)
Term 2	<u>\$7,833.00</u>	<u>\$93,996.00</u>	(for twelve (12) months)
Term 3	<u>\$7,833.00</u>	<u>\$93,996.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (1,500 SF)	\$ 12,375.00	\$ 12,375.00	\$ 12,375.00
St. Augustine (554,505 SF)	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Shrub Beds (82,500 SF)	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
Trees & Palms	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
Irrigation	\$ 1,621.00	\$ 1,621.00	\$ 1,621.00
Mulch	\$ 5000.00	\$ 5000.00	\$ 5000.00
TOTAL ANNUAL AMOUNT	\$ 93,996.00	\$ 93,996.00	\$ 93,996.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Combined (Sections #1-3) (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$18,995.75</u>	<u>\$227,949.00</u>	(for twelve (12) months)
Term 2	<u>\$18,995.75</u>	<u>\$227,949.00</u>	(for twelve (12) months)
Term 3	<u>\$18,995.75</u>	<u>\$227,949.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (2,400 SF)	\$ 19,800.00	\$ 19,800.00	\$ 19,800.00
St. Augustine (1,474,505 SF)	\$ 102,300.00	\$ 102,300.00	\$ 102,300.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (80,855 SF)	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
Bahia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Shrub Beds (228,700 SF)	\$ 42,920.00	\$ 42,920.00	\$ 42,920.00
Trees & Palms	\$ 30,408.00	\$ 30,408.00	\$ 30,408.00
Irrigation	\$ 4,321.00	\$ 4,321.00	\$ 4,321.00
Mulch	\$ 14,200.00	\$ 14,200.00	\$ 14,200.00
TOTAL ANNUAL AMOUNT	\$ 227,949.00	\$ 227,949.00	\$ 227,949.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost
Additional labor outside of scope		
General Laborer	HR	\$30.00
Irrigation Technician	HR	\$35.00
Irrigation Repairs - includes labor and materials		
.5" to 1" Line Break	LF	\$21.50
1.25" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break with Mechanical Fittings	LF	\$145.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$221.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$385.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$288.00
2" Scrubber Valve	EA	\$350.00
3" Scrubber Valve	EA	\$543.00
Valve Box, various sizes	EA	\$45.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head - 3/4"-1", Match Existing	EA	\$32.50
Landscape - includes labor and materials		
Mulch - Hardwood	CY	\$35.00
Mulch - Pine Fines	CY	\$40.00
Mulch - Pine Straw	CY	\$15.00
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69
Argentine Bahia Sod - <500 SF	SF	\$0.45
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40
Argentine Bahia Sod - >5,000 SF	SF	\$0.35
Annuals - 4-5"	EA	\$1.90
Ground Cover - 1 gallon, Match Existing	EA	\$4.50

Shrub - 3 gallon, Match Existing	EA	\$12.25
Shrub - 5 gallon, Match Existing	EA	\$23.00
Shrub - 7 gallon, Match Existing	EA	\$37.00
Shrub - 15 gallon, Match Existing	EA	\$93.50
Equipment - includes operator		
Water Truck (2,450 gallons), 8 hours on site	Week	\$1,700.00
Water Truck (2,450 gallons), 8 hours on site	Month	\$6,800.00

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date April 8, 2019

Addendum No. 2 Date April 26, 2019

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

<u>NA</u>		
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: Helping Hand Lawn Care Date: 5-4-2019

Address: 1216 Ustler Road By: 
(Signature)

Apopka, FL 32703 Norman Ripper, President
Print Name and Title

GREENWAY IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER

TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida

DATE SUBMITTED: May 6, 2019, 2019

1. **Proposer:** Helping Hand Lawn Care
[Company Name]
- ☐ Individual
☒ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☐ Corporation
☐ Subsidiary Corporation

2. **Proposer Company Address:**

Street Address: 1216 Ustler Road
P.O. Box (if any): _____
City, State, Zip: Apopka, FL 32703
Telephone: 407-221-0593 Facsimile: _____

1st Contact Name: Norman Ripper Title: President
2nd Contact Name: Reggie Pinnard Title: Vice President

3. **Parent Company Name (if applicable):** NA

4. **Parent Company Address (if different):**

Street Address: _____
P.O. Box (if any): _____
City, State, Zip: _____
Telephone: _____ Facsimile: _____

1st Contact Name: _____ Title: _____
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Greenway Improvement District (GID) work.

Street Address: 1216 Ustler Road
P.O. Box (if any): _____
City, State, Zip: Apopka, FL 32703
Telephone: 407-221-0593 Facsimile: _____

1st Contact Name: Norman Ripper Title: President
2nd Contact Name: Reggie Pinnard Title: Vice President

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes (x) Proceed to Question 6.1
No () Proceed to Question 6.2

6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (x) No ()

If no, please explain _____
Date incorporated 9-11-2013 Charter No. _____

6.2 If no, provide the following:

The state in which the Proposer is incorporated: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____
Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida Yes () No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?

Yes (x) Proceed to Question 7.1
No () Proceed to Question 7.2

7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (x) No ()

If no, please explain _____
Is the Company in good standing with that state: Yes () No ()

If no, please explain _____
Date Proposer was organized _____

7.2 If no, provide the following:

The state in which the Proposer is organized: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes (x) No ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: Copies of all Required licenses attached

License No.: attached Expiration Date: attached

Qualifying Individual: attached Title: attached

List company(ies) currently qualified under this license:

Helping Hand Lawn Care

- 8.2 Does the Proposer hold any registrations or licenses with Orange County or the City of Orlando applicable to this contract? Yes (x) No ()

If yes, please list and provide a photocopy of each listed license or registration.

attached

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) 1,840,017

(2017) 1,946,310

(2018) 2,340,112

10. What are the Proposer's current insurance limits?

General Liability \$ 3,000,000

Automobile Liability \$ 2,000,000

Workers Compensation \$ 1,000,000

Expiration Date Varies

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No (X)

If yes, please describe each violation, fine and resolution _____

- 11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years:

Yes () No (x)

If yes, please describe each incident _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No (x)

If so, state the name(s) of the company(ies) _____

The state where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
Teodoro Torres	Manager	Senior	10	10	Manager
Reggie Pinnard	VP/Manager	Senior	12	12	Manager

14. Have you ever failed to complete any work awarded to you? Yes () No (x)

If so, where and why? _____

15. Has any office or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No (x)

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

None

17. Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (x)
If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Boggy Creek Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

Helping Hand Lawn Care

Name of Proposer

By: [Signature]

This 3 day of May, 2019

By: Norman Ripper, President

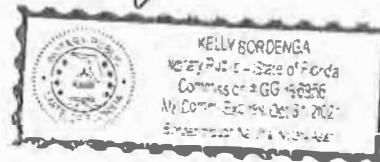
(Type Name and Title of Person Signing)

State of Florida

County of Seminole

The foregoing instrument was acknowledged before me this 3 day of May, 2019, by Elder Ripper, of the Helping Hand Lawn Care, who is personally known to me or who has produced ID as identification and who did / did not take an oath.

[Signature]
Signature of Notary Taking Acknowledgement



COMPANY-OWNED MAJOR EQUIPMENT
(Attach Additional Sheets if Necessary)

Company Name Helping Hand Lawn Care

Date May 6, 2019

QUANTITY	DESCRIPTION	CAPACITY	LIST EQUIPMENT TO BE USED ON A REGULAR BASIS FOR THIS SCOPE	LIST EQUIPMENT AVAILABLE TO THE SITE FOR ENHANCEMENTS & EMERGENCY RESPONSE
1	NPR Crew Cab Doweall Truck	6 techs + all equipment	yes	
2	John Deere ZTR Mower	72"	yes	
2	Sihl Edger	Commercial	yes	
2	Sihl Stringtrimmer	Commercial	yes	
2	Sihl Backpack Blower	Commercial	yes	
1	John Deer Gator Utility	4x2 with dump bed	yes	
1	All Handtools, i.e. shovels, rakes, etc.	NA	yes	
4	Ford F250	3/4ton 8' bed		yes
4	Utility Trailers	16'		yes
6	Sihl Chainsaws	18" Commercial		yes

MAINTENANCE CREW & SCHEDULING

Company Name Helping Hand Lawn Care

Date May 6, 2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
Section #1	4-6	1	1	1
Section #2	4-6	1	1	1
Section #3	4-6	1	1	1
Combined (Sections #1-3)	12-18	3	3	3

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
Section #1	Wednesday-Thursday	8
Section #2	Wednesday-Thursday	8
Section #3	Wednesday-Thursday	8
Combined (Sections #1-3)	Wednesday-Thursday	24

Landscape Maintenance
Quotation for

Greenway Improvement District

PRESENTED BY



May 3, 2019

Carol King Landscape Maintenance, Inc.
7032 Old Cheney Highway, Orlando, FL 32807
www.carolkingscapes.com

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #1 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$4,200.00</u>	<u>\$50,400.00</u>	(for twelve (12) months)
Term 2	<u>\$4,200.00</u>	<u>\$50,400.00</u>	(for twelve (12) months)
Term 3	<u>\$4,327.00</u>	<u>\$51,924.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (0 SF)	\$ 0	\$ 0	\$ 0
St. Augustine (0 SF)	\$ 0	\$ 0	\$ 0
Zoysia (91,800 SF)	\$ 16,510.00	\$ 16,510.00	\$ 17,005.00
Bermuda (23,600 SF)	\$ 4,360.00	\$ 4,360.00	\$ 4,500.00
Bahia (0 SF)	\$ 0	\$ 0	\$ 0
Shrub Beds (27,500 SF)	\$ 7,250.00	\$ 7,250.00	\$ 7,472.00
Trees & Palms	\$ 8,950.00	\$ 8,950.00	\$ 9,218.00
Irrigation	\$ 2,880.00	\$ 2,880.00	\$ 2,966.00
Mulch	\$ 10,450.00	\$ 10,450.00	\$ 10,763.00
TOTAL ANNUAL AMOUNT	\$ 50,400.00	\$ 50,400.00	\$ 51,924.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #2 (Refer to Maps Contained in 11.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$15,012.00</u>	<u>\$180,144.00</u>	(for twelve (12) months)
Term 2	<u>\$15,012.00</u>	<u>\$180,144.00</u>	(for twelve (12) months)
Term 3	<u>\$15,463.00</u>	<u>\$185,556.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (1,650 SF)	\$ 24,165.00	\$ 24,165.00	\$ 24,890.00
St. Augustine (350,000 SF)	\$ 40,132.00	\$ 40,132.00	\$ 41,337.00
Zoysia (0 SF)	\$ 0	\$ 0	\$ 0
Bermuda (40,000 SF)	\$ 7,940.00	\$ 7,940.00	\$ 8,178.00
Bahia (255,000 SF)	\$ 15,120.00	\$ 15,120.00	\$ 15,574.00
Shrub Beds (47,000 SF)	\$ 46,322.00	\$ 46,332.00	\$ 47,718.00
Trees & Palms	\$ 17,725.00	\$ 17,725.00	\$ 18,257.00
Irrigation	\$ 11,640.00	\$ 11,640.00	\$ 11,989.00
Mulch	\$ 17,100.00	\$ 17,100.00	\$ 17,613.00
TOTAL ANNUAL AMOUNT	\$180,144.00	\$180,144.00	\$185,556.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

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Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #3 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$8,065.00</u>	<u>\$96,780.00</u>	(for twelve (12) months)
Term 2	<u>\$8,065.00</u>	<u>\$96,780.00</u>	(for twelve (12) months)
Term 3	<u>\$8,307.00</u>	<u>\$99,684.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (1,075 SF)	\$ 15,632.00	\$ 15,632.00	\$ 16,103.00
St. Augustine (152,000 SF)	\$ 19,042.00	\$ 19,042.00	\$ 19,613.00
Zoysia (0 SF)	\$ 0	\$ 0	\$ 0
Bermuda (0 SF)	\$ 0	\$ 0	\$ 0
Bahia (280,000 SF)	\$ 15,120.00	\$ 15,120.00	\$ 15,574.00
Shrub Beds (23,500 SF)	\$ 20,866.00	\$ 20,866.00	\$ 21,491.00
Trees & Palms	\$ 8,450.00	\$ 8,450.00	\$ 8,704.00
Irrigation	\$ 9,120.00	\$ 9,120.00	\$ 9,394.00
Mulch	\$ 8,550.00	\$ 8,550.00	\$ 8,805.00
TOTAL ANNUAL AMOUNT	\$ 96,780.00	\$ 96,780.00	\$ 99,684.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

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Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Combined (Sections #1-3) (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 27,277.00</u>	<u>\$ 327,324.00</u>	(for twelve (12) months)
Term 2	<u>\$ 27,277.00</u>	<u>\$ 327,324.00</u>	(for twelve (12) months)
Term 3	<u>\$ 28,097.00</u>	<u>\$ 337,164.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (2725 SF)	\$ 39,797.00	\$ 39,797.00	\$ 40,993.00
St. Augustine (502,000 SF)	\$ 59,174.00	\$ 59,174.00	\$ 60,950.00
Zoysia (91,800 SF)	\$ 16,510.00	\$ 16,510.00	\$ 17,005.00
Bermuda (63,600 SF)	\$ 12,300.00	\$ 12,300.00	\$ 12,678.00
Bahia (535,000 SF)	\$ 30,240.00	\$ 30,240.00	\$ 31,148.00
Shrub Beds (98,000 SF)	\$ 74,438.00	\$ 74,438.00	\$ 76,681.00
Trees & Palms	\$ 35,125.00	\$ 35,125.00	\$ 36,179.00
Irrigation	\$ 23,640.00	\$ 23,640.00	\$ 24,349.00
Mulch	\$ 36,100.00	\$ 36,100.00	\$ 37,181.00
TOTAL ANNUAL AMOUNT	\$ 327,324.00	\$ 327,324.00	\$ 337,164.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	0 %	0 %

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost	
Additional labor outside of scope			
General Laborer	HR	\$30.00	*
Irrigation Technician	HR	\$35.00	*
Irrigation Repairs - includes labor and materials			
.5" to 1" Line Break	LF	\$21.50	
1.25" to 2" Line Break	LF	\$70.00	
2.5" to 3" Line Break	LF	\$93.00	
4" Line Break with Mechanical Fittings	LF	\$145.00	
1" Gate Valve	EA	\$112.00	
1.5" Gate Valve	EA	\$158.00	
2" Gate Valve	EA	\$221.00	
2.5" Gate Valve	EA	\$270.00	
3" Gate Valve	EA	\$327.00	
4" Gate Valve	EA	\$385.00	
1" Scrubber Valve	EA	\$219.00	
1.5" Scrubber Valve	EA	\$288.00	
2" Scrubber Valve	EA	\$350.00	
3" Scrubber Valve	EA	\$543.00	
Valve Box, various sizes	EA	\$45.00	
Tree Bubbler Assembly, Match Existing	EA	\$39.00	
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50	
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50	
Shrub Head - Pop-up, Match Existing	EA	\$27.00	
Rotary Head - 3/4"-1", Match Existing	EA	\$32.50	
Landscape - includes labor and materials			
Mulch - Hardwood	CY	\$35.00	*
Mulch - Pine Fines	CY	\$40.00	*
Mulch - Pine Straw	CY	\$15.00	
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90	
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79	
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69	
Argentine Bahia Sod - <500 SF	SF	\$0.45	
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40	
Argentine Bahia Sod - >5,000 SF	SF	\$0.35	
Annuals - 4-5"	EA	\$1.90	
Ground Cover - 1 gallon, Match Existing	EA	\$4.50	*

Shrub - 3 gallon, Match Existing	EA	\$12.25	*
Shrub - 5 gallon, Match Existing	EA	\$23.00	
Shrub - 7 gallon, Match Existing	EA	\$37.00	
Shrub - 15 gallon, Match Existing	EA	\$93.50	
Equipment - includes operator			
Water Truck (2,450 gallons), 8 hours on site	Week	\$1,700.00	
Water Truck (2,450 gallons), 8 hours on site	Month	\$6,800.00	

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

- * If awarded the contract we would like to discuss a small change to the cost associated with the schedule of values marked (*)

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date 4/8/19

Addendum No. 2 Date 4/26/19

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

N / A

_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: Carol King Landscape Maintenance, Inc Date: May 3, 2019

Address: 7032 Old Cheney Hwy. By: 
(Signature)

Orlando, FL 32807 Bruce Bachand, Vice President
Print Name and Title

GREENWAY IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER
TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida

DATE SUBMITTED: May 3, 2019

1. Proposer: Carol King Landscape Maintenance, Inc

[Company Name]

☐ Individual
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☒ Corporation
☐ Subsidiary Corporation

2. Proposer Company Address:

Street Address: 7032 Old Cheney Hwy.
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32807
Telephone: 407-275-6200 Facsimile: 407-273-4348

1st Contact Name: Bruce Bachand Title: Vice President
2nd Contact Name: Randy Bachand Title: General Manager

3. Parent Company Name (if applicable): _____

4. Parent Company Address (if different):

Street Address: _____
P.O. Box (if any): _____
City, State, Zip: _____
Telephone: _____ Facsimile: _____

1st Contact Name: _____ Title: _____
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Greenway Improvement District (GID) work.

Street Address: 7032 Old Cheney Hwy.
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32807
Telephone: 407-275-6200 Facsimile: 407-273-4348

1st Contact Name: Bruce Bachand Title: Vice President
2nd Contact Name: Randy Bachand Title: General Manager

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes (X) Proceed to Question 6.1
No () Proceed to Question 6.2

6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (X) No ()

If no, please explain _____

Date incorporated 3/20/77 Charter No. 527848

6.2 If no, provide the following:

The state in which the Proposer is incorporated: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida Yes () No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?

Yes () Proceed to Question 7.1
No () Proceed to Question 7.2

7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes () No ()

If no, please explain _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Date Proposer was organized _____

7.2 If no, provide the following:

The state in which the Proposer is organized: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes (X) No ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: Pest Control License

License No.: JB3774 Expiration Date: 12/31/19

Qualifying Individual: Bruce Bachand Title: Vice President

List company(ies) currently qualified under this license:

Carol King Landscape Maintenance, Inc

- 8.2 Does the Proposer hold any registrations or licenses with Orange County or the City of Orlando applicable to this contract? Yes (X) No ()

If yes, please list and provide a photocopy of each listed license or registration.

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) 9,800,000.00

(2017) 10,100,000.00

(2018) 10,300,000.00

10. What are the Proposer's current insurance limits?

General Liability \$ 1,000,000.00 expires 11/30/19

Automobile Liability \$ 1,000,000.00 expires 11/30/19

Workers Compensation \$ 500,000.00 expires 4/30/20

Expiration Date _____

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No (X)

If yes, please describe each violation, fine and resolution _____

- 11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

.87

- 11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years:

Yes () No (X)

If yes, please describe each incident _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No (X)

If so, state the name(s) of the company(ies) _____

The state where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
Kevin Heiser	Account Mgr.	Maintenance	31	25	Account Mgr.
Brandon Dietrich	Manager	Irrigation	12	2	Manager

14. Have you ever failed to complete any work awarded to you? Yes () No (X)

If so, where and why? _____

15. Has any office or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No (X)

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

N / A

17. **Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (X)**

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Greenway Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

Carol King Landscape Maintenance, Inc
Name of Proposer

By: _____



This 3rd day of May, 2019

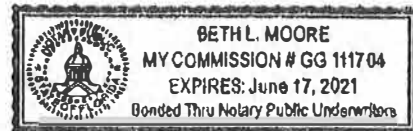
By: Bruce Bachand, Vice President
[Type Name and Title of Person Signing]

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 3rd day of May, 2019, by Bruce Bachand, of the Carol King Landscape Maint., Inc., who is personally know to me or who has produced _____ as identification and who did / did not take an oath.

Signature of Notary Taking Acknowledgement



COMPANY-OWNED MAJOR EQUIPMENT
(Attach Additional Sheets if Necessary)

Company Name Carol King Landscape Maintenance, Inc

Date May 3, 2019

QUANTITY	DESCRIPTION	CAPACITY	LIST EQUIPMENT TO BE USED ON A REGULAR BASIS FOR THIS SCOPE	LIST EQUIPMENT AVAILABLE TO THE SITE FOR ENHANCEMENTS & EMERGENCY RESPONSE
425	2 Cycle Equipment		425	0
60	Walk Behind Mowers		60	0
20	Riding Mowers		20	0
72	Trucks		72	0
45	Equipment Trailers		45	0
3	Chemical Trucks		3	0
725	Small Tools		725	0
15	Chemical Spreaders		15	0
3	Trenchers		3	0
4	Skid Steer/Front End Loader		4	0
3	Bush Hogs		3	0

MAINTENANCE CREW & SCHEDULING

Company Name Carol King Landscape Maintenance, Inc

Date May 3, 2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
Section #1	4	1 Weekly	David Brown	Kevin Heiser
Section #2	4	1 Weekly	David Brown	Kevin Heiser
Section #3	4	1 Weekly	David Brown	Kevin Heiser
Combined (Sections #1-3)	4	1 Weekly	David Brown	Kevin Heiser

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
Section #1	Monday	4
Section #2	Tuesday thru Wednesday	8
Section #3	Thursday	8
Combined (Sections #1-3)	Monday thru Thursday	8



5/3/19

Dear Greenway Improvement District:

We would like to thank you for the opportunity to bid the landscape maintenance for Greenway Improvement District. Down to Earth has been in business for more than 30 years, and we pride ourselves in providing our clients a superior service that enhances the beauty of their property. We understand the standards required for a property of this magnitude and stature. We value the work we perform and keeping our client happy with our services. We would do everything possible to make sure we far exceed your expectations.

There are many reasons Down To Earth should be your first choice for landscape management services. Our high standard and attention to detail will insure you are receiving the best services available. Our communication alone stands above the rest and provides you a sound and recorded report of all services rendered in your community. Our proactive/preventative approach, and warranty after inception of the property, provides you peace of mind that your landscaping needs are being managed properly. We worry about your landscape, so you don't have to! We currently maintain several communities of this size and stature and welcome you to review our workmanship at any of them. Because of our experience working for many large-scale communities, we feel turnover of the property would run smoothly and efficiently without compromise.

We take great care to ensure that your property will be maintained to the high standards that you expect. To achieve this, we have proposed a specifically tailored plan to ensure you get the best services available. Below, we have outlined a few innovative processes in which we feel will help make the transition and quality control at Greenway Improvement District works smoothly for all of us.

1. **DTE Service**-DTE understands the importance of communication and having qualified personnel providing you landscape maintenance services. We will have a dedicated crew(s) onsite for 52 weeks a year. Please also see our maintenance schedule plan for Greenway Improvement District that has been included in this package. This includes our Mowing Schedule, Shrub Maintenance Schedule, Fert/Pest Schedule, Mulch Schedule, & all Tree Trimming Schedule for Greenway Improvement District.
2. **Reports**-We feel we are a little different than our competition in providing a proactive approach to maintenance services. We will provide Greenway Improvement District a customized schedule of services for all 52 weeks of the year (sample attached), and detailed reports included in each month's bill. Please call any of our references to discuss our "take the initiative" attitude.
3. **Communication**-DTE has a 1-day turn-around time for all correspondence. Should an issue arise on your property, you can call or email any of our key personnel and we will respond before the end of the day! All our managers and technicians have email access via their phones, and most have laptops in their vehicles.
4. **IssueTrak Customer Service System**-DTE gives your homeowners the ability to communicate directly with DTE staff via our Customer Care Tab on our website and our Customer Care Email work order system called IssueTrak. This allows your homeowners to report issues, ask questions, and let us know how we are performing on their property. They can expect a response on all inquiries within (2) business days (48 hours) or less. (See example submitted)
5. **Work Orders**-Any work orders that are issued to us will be addressed within one (1) business day (24 hours) or less.

Down to Earth is dedicated to making sure that the transition is an easy process for Greenway Improvement District. Our reputation and repeat clients prove we are the right company for you. We urge you to call the references listed in the proceeding descriptions so that they can explain the type of positive impact Down to Earth will have for Greenway Improvement District. We thank you for your consideration and look forward to working with you!!

Respectfully,

A handwritten signature in black ink, appearing to read "Michael Mosler II".

Michael Mosler II
Managing Partner
321-239-4005

mmosler@down2earthinc.com

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #1 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 4,335.00</u>	<u>\$ 52,020.00</u>	(for twelve (12) months)
Term 2	<u>\$ 4,335.00</u>	<u>\$ 52,020.00</u>	(for twelve (12) months)
Term 3	<u>\$ 4,335.00</u>	<u>\$ 52,020.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
St. Augustine (77,823 SF)	\$ 7,150.00	\$ 7,150.00	\$ 7,150.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (21,177 SF)	\$ 6,825.00	\$ 6,825.00	\$ 6,825.00
Bahia (3,781 SF)	\$ 325.00	\$ 325.00	\$ 325.00
Shrub Beds (74,855 SF)	\$ 13,975.00	\$ 13,975.00	\$ 13,975.00
Trees & Palms	\$ 6,995.00	\$ 6,995.00	\$ 6,995.00
Irrigation	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00
Mulch	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00
TOTAL ANNUAL AMOUNT	\$ 52,020.00	\$ 52,020.00	\$ 52,020.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	5 %	5 %

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #2 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 12,162.50</u>	<u>\$ 145,950.00</u>	(for twelve (12) months)
Term 2	<u>\$ 12,162.50</u>	<u>\$ 145,950.00</u>	(for twelve (12) months)
Term 3	<u>\$ 12,162.50</u>	<u>\$ 145,950.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (1,154SF)	\$ 11,200.00	\$ 11,200.00	\$ 11,200.00
St. Augustine (386,080 SF)	\$ 38,025.00	\$ 38,025.00	\$ 38,025.00
Zoysia (60,356 SF)	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (121,933 SF)	\$ 4,875.00	\$ 4,875.00	\$ 4,875.00
Shrub Beds (187,311 SF)	\$ 36,075.00	\$ 36,075.00	\$ 36,075.00
Trees & Palms	\$ 6,425.00	\$ 6,425.00	\$ 6,425.00
Irrigation	\$ 9,750.00	\$ 9,750.00	\$ 9,750.00
Mulch	\$ 33,750.00	\$ 33,750.00	\$ 33,750.00
TOTAL ANNUAL AMOUNT	\$ 145,950.00	\$ 145,950.00	\$ 145,950.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	5 %	5 %

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #3 (Refer to Maps Contained in 11.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 3,973.67</u>	<u>\$ 47,684.00</u>	(for twelve (12) months)
Term 2	<u>\$ 3,973.67</u>	<u>\$ 47,684.00</u>	(for twelve (12) months)
Term 3	<u>\$ 3,973.67</u>	<u>\$ 47,684.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (569SF)	\$ 5,664.00	\$ 5,664.00	\$ 5,664.00
St. Augustine (153,057 SF)	\$ 13,975.00	\$ 13,975.00	\$ 13,975.00
Zoysia (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bermuda (0 SF)	\$ 0.00	\$ 0.00	\$ 0.00
Bahia (227,339 SF)	\$ 8,450.00	\$ 8,450.00	\$ 8,450.00
Shrub Beds (31,118 SF)	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00
Trees & Palms	\$ 4,825.00	\$ 4,825.00	\$ 4,825.00
Irrigation	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00
Mulch	\$ 5,670.00	\$ 5,670.00	\$ 5,670.00
TOTAL ANNUAL AMOUNT	\$ 47,684.00	\$ 47,684.00	\$ 47,684.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	5 %	5 %

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Combined (Sections #1-3) (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 20,471.17</u>	<u>\$ 245,654.00</u>	(for twelve (12) months)
Term 2	<u>\$ 20,471.17</u>	<u>\$ 245,654.00</u>	(for twelve (12) months)
Term 3	<u>\$ 20,471.17</u>	<u>\$ 245,654.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (1,723 SF)	\$ 16,864.00	\$ 16,864.00	\$ 16,864.00
St. Augustine (616,960 SF)	\$ 59,150.00	\$ 59,150.00	\$ 59,150.00
Zoysia (60,356 SF)	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00
Bermuda (21,117 SF)	\$ 6,825.00	\$ 6,825.00	\$ 6,825.00
Bahia (353,053 SF)	\$ 13,650.00	\$ 13,650.00	\$ 13,650.00
Shrub Beds (293,284 SF)	\$ 55,900.00	\$ 55,900.00	\$ 55,900.00
Trees & Palms	\$ 18,245.00	\$ 18,245.00	\$ 18,245.00
Irrigation	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00
Mulch	\$ 52,920.00	\$ 52,920.00	\$ 52,920.00
TOTAL ANNUAL AMOUNT	\$ 245,654.00	\$ 245,654.00	\$ 245,654.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	5 %	5 %

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost
Additional labor outside of scope		
General Laborer	HR	\$30.00
Irrigation Technician	HR	\$35.00
Irrigation Repairs - includes labor and materials		
.5" to 1" Line Break	LF	\$21.50
1.25" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break with Mechanical Fittings	LF	\$145.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$221.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$385.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$288.00
2" Scrubber Valve	EA	\$350.00
3" Scrubber Valve	EA	\$543.00
Valve Box, various sizes	EA	\$45.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head - 3/4"-1", Match Existing	EA	\$32.50
Landscaping - includes labor and materials		
Mulch - Hardwood	CY	\$35.00
Mulch - Pine Fines	CY	\$40.00
Mulch - Pine Straw	CY	\$15.00
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69
Argentine Bahia Sod - <500 SF	SF	\$0.45
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40
Argentine Bahia Sod - >5,000 SF	SF	\$0.35
Annuals - 4-5"	EA	\$1.90
Ground Cover - 1 gallon, Match Existing	EA	\$4.50

Shrub - 3 gallon, Match Existing	EA	\$12.25
Shrub - 5 gallon, Match Existing	EA	\$23.00
Shrub - 7 gallon, Match Existing	EA	\$37.00
Shrub - 15 gallon, Match Existing	EA	\$93.50
Equipment - includes operator		
Water Truck (2,450 gallons), 8 hours on site	Week	\$1,700.00
Water Truck (2,450 gallons), 8 hours on site	Month	\$6,800.00

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date April 8, 2019
Addendum No. 2 Date April 26, 2019
Addendum No. _____ Date _____
Addendum No. _____ Date _____

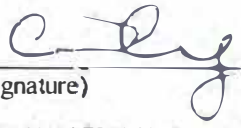
Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)
_____ (Name of Subcontractor)	_____ (Type of Construction)	_____ (% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: SSSD OWN TO EARTH OPCO LLC Date: MAY 3, 2019
Address: 27185 COUNTY ROAD 448A
MOUNT DORA, FL 32757
By: 
(Signature)
MICHAEL MOSLER II, MANAGING PARTNER
Print Name and Title

GREENEWAY IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida**

DATE SUBMITTED: _____ MAY 3, 2019

- 1. Proposer:** SSS DOWN TO EARTH OPCO LLC
[Company Name]

☒ Individual
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☐ Corporation
☐ Subsidiary Corporation

- 2. Proposer Company Address:**

Street Address: 27185 COUNTY ROAD 448A
P.O. Box (if any): P.O. BOX 738 TANGERINE, FLORIDA 32777
City, State, Zip: MOUNT DORA, FL 32757
Telephone: 352.385.7227 Facsimile: 352.385.7229

1st Contact Name: MICHAEL MOSLER II Title: MANAGING PARTNER
2nd Contact Name: JC NOWOTNY Title: ASST.DIRECTOR OPERATIONS

3. **Parent Company Name (if applicable):** SAFEGUARD COMPANIES

- 4. Parent Company Address (if different):**

Street Address: 7887 SAFEGUARD CR. (HUB PARKWAY)
P.O. Box (if any): _____
City, State, Zip: VALLEY VIEW, OHIO 44125
Telephone: 216.455.1978 Facsimile: _____

1st Contact Name: ALAN JAFFA Title: CEO
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Greenway Improvement District (GID) work.

Street Address: 14645 BOGGY CREEK ROAD
P.O. Box (if any): _____
City, State, Zip: ORLANDO, FL 32824
Telephone: 352.385.7227 Facsimile: _____

1st Contact Name: CHRIS SKERSICK Title: OPERATIONS MANAGER
2nd Contact Name: JC NOWOTNY Title: DIRECTOR OF OPERATIONS

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes () Proceed to Question 6.1
No ☒ Proceed to Question 6.2

6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes () No ()

If no, please explain _____
Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

The state in which the Proposer is incorporated: OHIO
Is the Company in good standing with that state: Yes ☒ No ()
If no, please explain _____
Date incorporated 08/1/2016 Charter No. _____
Is the applicant registered with the State of Florida Yes ☒ No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?

Yes ☒ Proceed to Question 7.1
No () Proceed to Question 7.2

7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes ☒ No ()

If no, please explain _____
Is the Company in good standing with that state: Yes ☒ No ()
If no, please explain _____
Date Proposer was organized 06/13/2016

7.2 If no, provide the following:

The state in which the Proposer is organized: _____
Is the Company in good standing with that state: Yes () No ()
If no, please explain _____
Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes ☒ No ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: FDOT MOT, ALSO SEE ATTACHED LICENCES

License No.: 14677 Expiration Date: 02/19/2020

Qualifying Individual: LAZARO O GONZALEZ Title: MANAGER

List company(ies) currently qualified under this license:

SSS DOWN TO EARTH OPCO LLC

- 8.2 Does the Proposer hold any registrations or licenses with Orange County or the City of Orlando applicable to this contract? Yes () No ☒

If yes, please list and provide a photocopy of each listed license or registration.

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) \$44 MILLION PLUS

(2017) \$55 MILLION PLUS

(2018) \$105 MILLION PLUS

10. What are the Proposer's current insurance limits?

General Liability \$ 2,000,000

Automobile Liability \$ 2,000,000

Workers Compensation \$ 1,000,000

Expiration Date 12/2019

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No ☒

If yes, please describe each violation, fine and resolution N/A

- 11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

.73

- 11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years:

Yes () No ☒

If yes, please describe each incident N/A

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No ☒

If so, state the name(s) of the company(ies) N/A

The state where barred or suspended N/A

State the period(s) of debarment or suspension _____

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
CHRIS SKERSICK	OPERATIONS MGR	LANDSCAPE	20 YEARS	8 YEARS	MANAGER
JC NOWOTNY	OPERATIONS	IRRIGATION CONSTRUCTION	16 YEARS	7 YEARS	MANAGER
SHANE PARRISH	IRRIGATION MGR	IRRIGATION	21 YEARS	9 YEARS	MANAGER

14. Have you ever failed to complete any work awarded to you? Yes () No ☒

If so, where and why? N/A

15. Has any office or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No ☒

If so, state name of individual, other organization and reason therefore _____

N/A

16. List any and all litigation to which the organization has been a party in the last five (5) years.

N/A

17. Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No ☒

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

N/A

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Greenway Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

SSS DOWN TO EARTH OPCO LLC

Name of Proposer

By:

[Signature]

MICHAEL MOSLER II

This 3 day of MAY, 2019

By:

MANAGING PARTNER

[Type Name and Title of Person Signing]

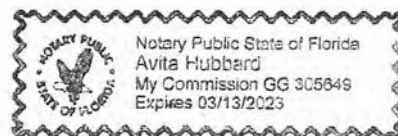
State of Florida

County of **LAKE**

The foregoing instrument was acknowledged before me this 3 day of MAY, 2019, by MICHAEL MOSLER II, of the SSS DOWN TO EARTH OPCOLLG, who is personally know to me or who has produced _____ as identification and who did / did not take an oath.

Quito Hubh

Signature of Notary Taking Acknowledgement



COMPANY-OWNED MAJOR EQUIPMENT
(Attach Additional Sheets if Necessary)

Company Name SSS DOWN TO EARTH OPCO LLC

Date 05/03/2019

[illegible]



2019 Company Equipment List

TCM Loaders	20	Stihl Short Trimmers	225
Trenchers	14	Stihl Medium Trimmers	300
Skidsteer	2	Stihl Long Trimmers	375
Tractor with Bushhog	6	Stihl Pole Saw	120
Tractor with Disk	2	Vortex Blower	38
Toro Side Winder	3	John Deere Gators (2 Seat)	38
Service Truck	3	John Deere Gators (4 Seat)	15
Large Truck with Gooseneck Trailer	5	John Deere Gator Spray Unit (Fert/Pest)	23
Sodcutter	15	Water Truck	3
Roller	2	Golf Cart	60
Semi with Drop Trailer	3	GMC/Chevy 2500 Extra Cab	89
Dump Trailer with Large Leaf Vacuum	2	GMC/Chevy 1500 Crew Cab	35
Dump Trucks	3	GMC/Chevy Van	12
Large Isuzu Truck with Landscape Bed	3	8' Open Trailer	48
John Deere 21" Commercial Mower	60	20' Open Trailer	45
John Deere 36" Commercial Mower	53	Enclosed Trailer	98
John Deere 48" Stand Up Mower	15	"Z" Sprays (Fert/Pest)	14
John Deere 60" Commercial Mower	225	Dump Trailer	23
John Deere 72" Commercial Mower	128	Water Trailer	6
Hustler 104" Commercial Mower	3	PSI Washer	30
Stihl Edgers	375	Auger's/Tiller's for Annual Beds	30
Stihl Weedeaters	375	Smithco Sprayer (Fert/Pest)	15
Stihl Backpack Blowers	600	8' Ladders	113
Pull Behind Buffalo Blower	23	Leaf Vacuum	5

MAINTENANCE CREW & SCHEDULING

Company Name SSS DOWN TO EARTH OPCO LLC

Date 05/03/2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
Section #1	4	1	1	1
Section #2	4	1	1	1
Section #3	4	1	1	1
Combined (Sections #1-3)	4	1	1	1

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
Section #1	MONDAY - THURSDAY	8
Section #2	MONDAY - THURSDAY	8
Section #3	MONDAY - THURSDAY	8
Combined (Sections #1-3)	MONDAY - THURSDAY	8

The first part of the paper discusses the importance of understanding the cultural context of the research. It highlights the need for researchers to be sensitive to the values and beliefs of the communities they are studying. This is particularly important in the field of education, where cultural differences can significantly impact learning outcomes. The paper then moves on to discuss the challenges of conducting research in diverse cultural settings. It notes that researchers often face difficulties in establishing rapport with participants and in interpreting their responses. To address these challenges, the paper suggests several strategies, including the use of local researchers and the development of culturally appropriate research instruments. The final part of the paper discusses the importance of ethical considerations in cross-cultural research. It emphasizes the need for researchers to obtain informed consent from participants and to ensure that their research does not cause harm or exploitation. The paper concludes by noting that while cross-cultural research is a complex and challenging endeavor, it is also a highly rewarding one that can lead to a deeper understanding of human behavior and culture.



OMEGASCAPES

LANDSCAPE MANAGEMENT PROPOSAL

Prepared For:



Greenway Improvement District
Orlando, FL

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #1 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 6,990</u>	<u>\$ 83,880</u>	(for twelve (12) months)
Term 2	<u>\$ 7,200</u>	<u>\$ 86,400</u>	(for twelve (12) months)
Term 3	<u>\$ 7,416</u>	<u>\$ 88,992</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (SF)	\$	\$	\$
St. Augustine (SF)	\$	\$	\$
Zoysia (100,000 SF)	\$ 30,000	\$ 30,900	\$ 31,827
Bermuda (30,000 SF)	\$ 9,844	\$ 10,139	\$ 10,443
Bahia (SF)	\$	\$	\$
Shrub Beds (34,000 SF)	\$ 11,486	\$ 11,834	\$ 12,190
Trees & Palms	\$ 14,050	\$ 14,472	\$ 14,906
Irrigation	\$ 4,900	\$ 5,047	\$ 5,198
Mulch	\$ 13,600	\$ 14,008	\$ 14,428
TOTAL ANNUAL AMOUNT	\$ 83,880	\$ 86,400	\$ 88,992

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	N/A %	N/A %	N/A %

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #2 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 16,783</u>	<u>\$ 201,396</u>	(for twelve (12) months)
Term 2	<u>\$ 17,286</u>	<u>\$ 207,432</u>	(for twelve (12) months)
Term 3	<u>\$ 17,805</u>	<u>\$ 213,660</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (1560 SF)	\$ 27,145	\$ 27,959	\$ 28,798
St. Augustine (336,000 SF)	\$ 53,760	\$ 55,373	\$ 57,034
Zovsia (SF)	\$	\$	\$
Bermuda (70,000 SF)	\$ 20,156	\$ 20,761	\$ 21,384
Bahia (482,457 SF)	\$ 10,282	\$ 10,590	\$ 10,908
Shrub Beds (112,000 SF)	\$ 37,740	\$ 38,872	\$ 40,038
Trees & Palms	\$ 11,200	\$ 11,536	\$ 11,882
Irrigation	\$ 8,773	\$ 9,036	\$ 9,307
Mulch	\$ 32,340	\$ 33,305	\$ 34,309
TOTAL ANNUAL AMOUNT	\$ 201,396	\$ 207,432	\$ 213,660

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	N/A %	N/A %	N/A %

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #3 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 8,102</u>	<u>\$ 97,224</u>	(for twelve (12) months)
Term 2	<u>\$ 8,345</u>	<u>\$ 100,140</u>	(for twelve (12) months)
Term 3	<u>\$ 8,595</u>	<u>\$ 103,140</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (600 SF)	\$ 11,603	\$ 11,951	\$ 12,309
St. Augustine (224,000 SF)	\$ 35,905	\$ 36,982	\$ 38,091
Zoysia (SF)	\$	\$	\$
Bermuda (SF)	\$	\$	\$
Bahia (SF)	\$	\$	\$
Shrub Beds (20,148 SF)	\$ 6,847	\$ 7,052	\$ 7,264
Trees & Palms	\$ 12,536	\$ 12,912	\$ 13,276
Irrigation	\$ 8,773	\$ 9,036	\$ 9,307
Mulch	\$ 21,560	\$ 22,207	\$ 22,873
TOTAL ANNUAL AMOUNT	\$ 97,224	\$ 100,140	\$ 103,140

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	N/A %	N/A %	N/A %

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Combined (Sections #1-3) (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$ 31,875</u>	<u>\$ 382,500</u>	(for twelve (12) months)
Term 2	<u>\$ 32,831</u>	<u>\$ 393,975</u>	(for twelve (12) months)
Term 3	<u>\$ 33,816</u>	<u>\$ 405,792</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (2160 SF)	\$ 38,748	\$ 39,910	\$ 41,107
St. Augustine (560,000 SF)	\$ 89,665	\$ 92,359	\$ 95,129
Zoysia (100,000 SF)	\$ 30,000	\$ 30,900	\$ 31,827
Bermuda (100,000 SF)	\$ 30,000	\$ 30,900	\$ 31,827
Bahia (482,457 SF)	\$ 10,282	\$ 10,590	\$ 10,908
Shrub Beds (166,148 SF)	\$ 56,086	\$ 57,766	\$ 59,499
Trees & Palms	\$ 37,774	\$ 38,907	\$ 40,074
Irrigation	\$ 22,445	\$ 23,118	\$ 23,811
Mulch	\$ 67,500	\$ 69,525	\$ 71,610
TOTAL ANNUAL AMOUNT	\$ 382,500	\$ 393,975	\$ 405,792

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	N/A %	N/A %	N/A %

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost
Additional labor outside of scope		
General Laborer	HR	\$35.00
Irrigation Technician	HR	\$45.00
Irrigation Repairs - includes labor and materials		
.5" to 1" Line Break	LF	\$21.50
1.25" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break with Mechanical Fittings	LF	\$175.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$240.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$450.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$315.00
2" Scrubber Valve	EA	\$375.00
3" Scrubber Valve	EA	\$605.00
Valve Box, various sizes	EA	\$45.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head - 3/4"-1", Match Existing	EA	\$45.00
Landscape - includes labor and materials		
Mulch - Hardwood	CY	\$35.00
Mulch - Pine Fines	CY	\$40.00
Mulch - Pine Straw	CY	\$15.00
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69
Argentine Bahia Sod - <500 SF	SF	\$0.45
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40
Argentine Bahia Sod - >5,000 SF	SF	\$0.35
Annuals - 4-5"	EA	\$1.90
Ground Cover - 1 gallon, Match Existing	EA	\$6.00
Shrub - 3 gallon, Match Existing	EA	\$15.50

Shrub - 5 gallon, Match Existing	EA	\$25.00
Shrub - 7 gallon, Match Existing	EA	\$43.00
Shrub - 15 gallon, Match Existing	EA	\$95.25
Equipment - includes operator		
Water Truck (2,450 gallons), 8 hours on site	Week	\$2,200
Water Truck (2,450 gallons), 8 hours on site	Month	\$7,300

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date April 8, 2019

Addendum No. 2 Date April 26, 2019

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

<u>Enviro Tree Services</u>	<u>Palm and Tree</u>	<u>7%</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
<u>Complete Pest Management</u>	<u>Fert and Pest Control</u>	<u>12%</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
<u>Mulch, Inc.</u>	<u>Mulch Installation</u>	<u>18%</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: OmegaScapes, INC. Date: May 6th, 2019

Address: 4954 N. Apopka Vineland Road
Orlando, FL 32818 By: [Signature]
(Signature)

Kevin Carmean, President
Print Name and Title



GREENEWAY IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER
TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida

DATE SUBMITTED: May 6th, 2019

1. Proposer: OmegaScapes, INC.
[Company Name]

☐ Individual
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☒ Corporation
☐ Subsidiary Corporation

2. Proposer Company Address:

Street Address: 4954 Apopka Vineland Road
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32818
Telephone: (407)930-6010 Facsimile: _____

1st Contact Name: Derek Ryan Title: Business Development
2nd Contact Name: James Brown Title: Account Manager

3. Parent Company Name (if applicable): _____

4. Parent Company Address (if different):

Street Address: _____
P.O. Box (if any): _____
City, State, Zip: _____
Telephone: _____ Facsimile: _____

1st Contact Name: _____ Title: _____
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Greenway Improvement District (GID) work.

Street Address: 4954 N. Apopka Vineland Road
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32818
Telephone: (407)930-6010 Facsimile: _____

1st Contact Name: Derek Ryan Title: Business Development
2nd Contact Name: James Brown Title: Account Manager

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes (X) Proceed to Question 6.1
No () Proceed to Question 6.2

- 6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (X) No ()

If no, please explain _____

Date incorporated May 28th 2015 Charter No. p15000047715

- 6.2 If no, provide the following:

The state in which the Proposer is incorporated: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida Yes () No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?

Yes () Proceed to Question 7.1
No () Proceed to Question 7.2

- 7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes () No ()

If no, please explain _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Date Proposer was organized _____

- 7.2 If no, provide the following:

The state in which the Proposer is organized: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes () No (X)

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: _____

License No.: _____ Expiration Date: _____

Qualifying Individual: _____ Title: _____

List company(ies) currently qualified under this license: _____

- 8.2 Does the Proposer hold any registrations or licenses with Orange County or the City of Orlando applicable to this contract? Yes (X) No ()

If yes, please list and provide a photocopy of each listed license or registration.

Business Tax Receipt

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) 445,590.77

(2017) 1,176,772.04

(2018) 1,833,183.71

10. What are the Proposer's current insurance limits?

General Liability \$ 1 million

Automobile Liability \$ 1 million

Workers Compensation \$ 1 million

Expiration Date June 3, 2019

11. Has the Proposer been cited by OSHA for any job site or company office/ shop safety violations in the past two years? Yes () No (X)

If yes, please describe each violation, fine and resolution _____

- 11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

1

11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years:

Yes () No (X)

If yes, please describe each incident _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No (X)

If so, state the name(s) of the company(ies) _____

The state where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
James Brown	Senior Acct Manager	Land Main	13	1 1/2	Acct Manager
Kyle V.	Acct Manager	Land Main	25	1	Acct Manager
Paul Riggins	Acct Manager	Land Main	23	1	Acct Manager

14. Have you ever failed to complete any work awarded to you? Yes () No (X)

If so, where and why? _____

15. Has any officer or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No (X)

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

N/A

17. **Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (X)**

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Boggy Creek Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

OmegaScapes Inc.
Name of Proposer

By: KS

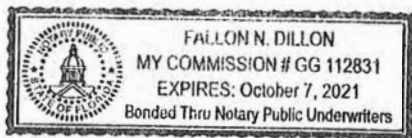
This 3rd day of May, 2019

By: Kevin Carmean, President
[Type Name and Title of Person Signing]

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 3rd day of May, 2019, by Kevin Carmean, of the OmegaScapes, who is personally know to me or who has produced _____ as identification and who did / did not take an oath.



[Signature]

Signature of Notary Taking Acknowledgement

COMPANY-OWNED MAJOR EQUIPMENT
(Attach Additional Sheets if Necessary)

Company Name **OmegaScapes, INC.**

Date May 6th 2019[illegible]

MAINTENANCE CREW & SCHEDULING

Company Name OmegaScapes, INC.

Date May 6th 2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
Section #1	4	1	1	1
Section #2	4	1	1	1
Section #3	4	1	1	1
Combined (Sections #1-3)	4	1	1	1

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
Section #1	Mon-Thurs	10
Section #2	Mon-Thurs	10
Section #3	Mon-Thurs	10
Combined (Sections #1-3)	Mon-Thurs	10

The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion section summarizes the main findings and provides recommendations for future research.

The study was conducted in a laboratory setting, and the data were collected using a series of experiments. The results of the experiments were analyzed using statistical methods, and the findings were compared with the results of previous studies. The study found that the research objectives were achieved, and the results were consistent with the hypotheses.

The study has several limitations, including the small sample size and the laboratory setting. Future research should aim to address these limitations and to explore the topic further. The study also has several strengths, including the use of a rigorous methodology and the collection of high-quality data.

In conclusion, the study provides valuable insights into the topic and contributes to the existing literature. The findings of the study are consistent with the hypotheses, and the results are of high quality. The study also has several limitations, and future research should aim to address these limitations.



Although officially started in early 2015, the seeds of CEPRA began to take root many years ago. After more than 28 years of combined experience managing, maintaining, and developing landscapes in both corporate and residential capacities, CEPRA founders saw an opportune moment to start their own landscape company—one that would be built on the grounds that nothing is more important than exceeding the customer's expectations.

Our Belief System

- We believe that every customer is a long-term relationship opportunity and a true partner to our success.
- We believe that our employees are our biggest asset and that they should share our dedication to landscaping and our passion for customer service.
- We believe that every landscape should be beautiful and functional with minimal impact to the natural environment.
- We believe that our reputation is everything.
- We believe in always learning and in challenging the status quo—for continual advancement and growth.

Who We Work With

Commercial Office & Retail Buildings
Multi-Family Residential
Community Development Districts
HOA's, COA, and POA's
Residential Estates
Mandatory Maintenance Residential Communities



Customers



Employees



Product



Reputation



Advancement

FNGLA Certified Landscape
Contractor #CC5-0234

State Certified Pest Control
Operator #JF152443

Florida Green Industries-Best
Management Practices
Certified

OSHA 30 Certified-
Construction Industry

Fully Licensed and Insured

Discover **CEPRA** and See the difference.

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #1 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$4,010.75</u>	<u>\$48,129.00</u>	(for twelve (12) months)
Term 2	<u>\$4,010.75</u>	<u>\$48,129.00</u>	(for twelve (12) months)
Term 3	<u>\$4,129.25</u>	<u>\$49,551.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (n/a SF)	\$	\$	\$
St. Augustine (SF)	\$	\$	\$
Zoysia (31,000 SF)	\$ 8,441.00	\$ 8,441.00	\$ 8,863.00
Bermuda (21,000 SF)	\$ 10,500.00	\$ 10,500.00	\$ 11,025.00
Bahia (SF)	\$	\$	\$
Shrub Beds (27,000 SF)	\$ 6,000.00	\$ 6,000.00	\$ 6,300.00
Trees & Palms	\$ 15,560.00	\$ 15,560.00	\$ 15,560.00
Irrigation	\$ 3,500.00	\$ 3,500.00	\$ 3,675.00
Mulch	\$ 4,128.00	\$ 4,128.00	\$ 4,128.00
TOTAL ANNUAL AMOUNT	\$ 48,129.00	\$ 48,129.00	\$ 49,551.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	20 %	20 %	20 %

*Different irrigation components, such as irrigation spray heads and rotors, fluctuate in cost depending on product type, make or model. If heads or other components are requested that cost more than the typical parts used we would like to be charge accordingly for these requested or needed materials.

*Not all standard plant material container sizes cost the same. If plant materials specified for jobs cost us contractors more than standard plant material cost we would like to charge accordingly for these additional cost absorbed.

*In some cases, depending on size of project, we would like to be able to negotiate price points with owner for irrigation parts and plant material rather than referring to the schedule of values.

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #2 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$10,436.00</u>	<u>\$125,232.00</u>	(for twelve (12) months)
Term 2	<u>\$10,436.00</u>	<u>\$125,232.00</u>	(fortwelve (12) months)
Term 3	<u>\$10,759.75</u>	<u>\$129,117.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (1790 SF)	\$ 23,643.00	\$ 23,643.00	\$ 23,643.00
St. Augustine (164,000 SF)	\$ 29,520.00	\$ 29,520.00	\$ 30,997.00
Zovsia (SF)	\$	\$	\$
Bermuda (27,000 SF)	\$ 12,340.00	\$ 12,340.00	\$ 12,597.00
Bahia (170,000 SF)	\$ 21,400.00	\$ 21,400.00	\$ 22,470.00
Shrub Beds (77,000 SF)	\$ 14,860.00	\$ 14,860.00	\$ 15,603.00
Trees & Palms	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00
Irrigation	\$ 6,750.00	\$ 6,750.00	\$ 7,088.00
Mulch	\$ 11,739.00	\$ 11,739.00	\$ 11,739.00
TOTAL ANNUAL AMOUNT	\$ 125,232.00	\$ 125,232.00	\$ 129,117.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	20 %	20 %	20 %

*Different irrigation components, such as irrigation spray heads and rotors, fluctuate in cost depending on product type, make or model. If heads or other components are requested that cost more than the typical parts used we would like to be charge accordingly for these requested or needed materials.

*Not all standard plant material container sizes cost the same. If plant materials specified for jobs cost us contractors more than standard plant material cost we would like to charge accordingly for these additional cost absorbed.

*In some cases, depending on size of project, we would like to be able to negotiate price points with owner for irrigation parts and plant material rather than referring to the schedule of values.

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #3 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	\$6,814.00	\$81,768.00	(for twelve (12) months)
Term 2	\$6,814.00	\$81,768.00	(for twelve (12) months)
Term 3	\$7,040.00	\$84,480.00	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (978 SF)	\$ 12,876.00	\$ 12,876.00	\$ 12,876.00
St. Augustine (101,000 SF)	\$ 18,180.00	\$ 18,180.00	\$ 19,073.00
Zoysia (SF)	\$	\$	\$
Bermuda (SF)	\$	\$	\$
Bahia (248,000 SF)	\$ 23,239.00	\$ 23,239.00	\$ 24,401.00
Shrub Beds (49,000 SF)	\$ 8,820.00	\$ 8,820.00	\$ 9,261.00
Trees & Palms	\$ 4,980.00	\$ 4,980.00	\$ 4,980.00
Irrigation	\$ 4,320.00	\$ 4,320.00	\$ 4,536.00
Mulch	\$ 9,353.00	\$ 9,353.00	\$ 9,353.00
TOTAL ANNUAL AMOUNT	\$ 81,768.00	\$ 81,768.00	\$ 84,480.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)		Term 2 (10/1/20 – 9/30/21)		Term 3 (10/1/21 – 9/30/22)	
% Change to Prices in the Schedule of Values for the Listed Terms	20	%	20	%	20	%

*Different irrigation components, such as irrigation spray heads and rotors, fluctuate in cost depending on product type, make or model. If heads or other components are requested that cost more than the typical parts used we would like to be charge accordingly for these requested or needed materials.

*Not all standard plant material container sizes cost the same. If plant materials specified for jobs cost us contractors more than standard plant material cost we would like to charge accordingly for these additional cost absorbed.

*In some cases, depending on size of project, we would like to be able to negotiate price points with owner for irrigation parts and plant material rather than referring to the schedule of values.

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Combined (Sections #1-3) (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$21,260.75</u>	<u>\$255,129.00</u>	(for twelve (12) months)
Term 2	<u>\$21,260.75</u>	<u>\$255,129.00</u>	(for twelve (12) months)
Term 3	<u>\$21,929.00</u>	<u>\$263,148.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (2768 SF)	\$ 36,519.00	\$ 36,519.00	\$ 36,519.00
St. Augustine (265,000 SF)	\$ 47,700.00	\$ 47,700.00	\$ 50,070.00
Zoysia (31,000 SF)	\$ 8,441.00	\$ 8,441.00	\$ 8,863.00
Bermuda (48,000 SF)	\$ 22,840.00	\$ 22,840.00	\$ 23,622.00
Bahia (418,000 SF)	\$ 44,639.00	\$ 44,639.00	\$ 46,871.00
Shrub Beds (153,000 SF)	\$ 29,680.00	\$ 29,680.00	\$ 31,164.00
Trees & Palms	\$ 25,520.00	\$ 25,520.00	\$ 25,520.00
Irrigation	\$ 14,570.00	\$ 14,570.00	\$ 15,299.00
Mulch	\$ 25,220.00	\$ 25,220.00	\$ 25,220.00
TOTAL ANNUAL AMOUNT	\$ 255,129.00	\$ 255,129.00	\$ 263,148.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)		Term 2 (10/1/20 – 9/30/21)		Term 3 (10/1/21 – 9/30/22)	
% Change to Prices in the Schedule of Values for the Listed Terms	20	%	20	%	20	%

*Different irrigation components, such as irrigation spray heads and rotors, fluctuate in cost depending on product type, make or model. If heads or other components are requested that cost more than the typical parts used we would like to be charge accordingly for these requested or needed materials.

*Not all standard plant material container sizes cost the same. If plant materials specified for jobs cost us contractors more than standard plant material cost we would like to charge accordingly for these additional cost absorbed.

*In some cases, depending on size of project, we would like to be able to negotiate price points with owner for irrigation parts and plant material rather than referring to the schedule of values.

**SCHEDULE OF VALUES
IRRIGATION & LANDSCAPE**

The following values will be used to compensate the Contractor for landscaping and irrigation maintenance activities. The total unit costs shown include material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation. Unit prices will be used for all change orders (additive or deductive) and all new work authorizations.

Description	Unit	Cost
Additional labor outside of scope		
General Laborer	HR	\$30.00
Irrigation Technician	HR	\$35.00
Irrigation Repairs - includes labor and materials		
.5" to 1" Line Break	LF	\$21.50
1.25" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break with Mechanical Fittings	LF	\$145.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$221.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$385.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$288.00
2" Scrubber Valve	EA	\$350.00
3" Scrubber Valve	EA	\$543.00
Valve Box, various sizes	EA	\$45.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head - 3/4"-1", Match Existing	EA	\$32.50
Landscape - includes labor and materials		
Mulch - Hardwood	CY	\$35.00
Mulch - Pine Fines	CY	\$40.00
Mulch - Pine Straw	CY	\$15.00
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - <500 SF	SF	\$0.90
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - 500-5,000 SF	SF	\$0.79
Sod, St. Augustine, Zoysia Empire, Bermuda 419 - >5,000 SF	SF	\$0.69
Argentine Bahia Sod - <500 SF	SF	\$0.45
Argentine Bahia Sod - 500-5,000 SF	SF	\$0.40
Argentine Bahia Sod - >5,000 SF	SF	\$0.35
Annuals - 4-5"	EA	\$1.90
Ground Cover - 1 gallon, Match Existing	EA	\$4.50

Shrub - 3 gallon, Match Existing	EA	\$12.25
Shrub - 5 gallon, Match Existing	EA	\$23.00
Shrub - 7 gallon, Match Existing	EA	\$37.00
Shrub - 15 gallon, Match Existing	EA	\$93.50
Equipment - includes operator		
Water Truck (2,450 gallons), 8 hours on site	Week	\$1,700.00
Water Truck (2,450 gallons), 8 hours on site	Month	\$6,800.00

Note: the total unit cost includes all labor, taxes, equipment, supplies, material and other activities and items which may be required for successful completion of the maintenance activity.

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date 4/8/2019

Addendum No. 2 Date 4/26/2019

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

<u>Enviro Tree</u>	<u>Certified Arborist</u>	<u>10%</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: Cepira Landscape LLC Date: May 3, 2019

Address: P.O. BOX 865 By: 
(Signature)

Oakland FL, 34760

Robert P. McLean - President
Print Name and Title

GREENWAY IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER
TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida

DATE SUBMITTED: May 6, 2019, 2019

1. **Proposer:** Cepra Landscape LLC
[Company Name]

☐ Individual
☒ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☐ Corporation
☐ Subsidiary Corporation

2. **Proposer Company Address:**

Street Address: 402 East Vick Ave
P.O. Box (if any): PO Box 865
City, State, Zip: Oakland, FL 34760
Telephone: 407.287.5622 Facsimile: _____

1st Contact Name: Rob Maier Title: President
2nd Contact Name: Brandon Ray Title: Vice President

3. **Parent Company Name (if applicable):** _____

4. **Parent Company Address (if different):**

Street Address: _____
P.O. Box (if any): _____
City, State, Zip: _____
Telephone: _____ Facsimile: _____

1st Contact Name: _____ Title: _____
2nd Contact Name: _____ Title: _____

5. List the location of the Proposer's office that would perform Greenway Improvement District (GID) work.

Street Address: 10 Lee St
P.O. Box (if any): _____
City, State, Zip: Ocoee, FL 34761
Telephone: 407.287.5622 Facsimile: _____

1st Contact Name: Rob Maier Title: President
2nd Contact Name: Brandon Ray Title: Vice President

6. If the Proposer is a corporation, is it incorporated in the State of Florida?

Yes () Proceed to Question 6.1
No (x) Proceed to Question 6.2

6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes () No ()

If no, please explain _____
Date incorporated _____ Charter No. _____

6.2 If no, provide the following:

The state in which the Proposer is incorporated: see below

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____
Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida Yes () No ()

7. If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?

Yes (x) Proceed to Question 7.1
No () Proceed to Question 7.2

7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (x) No ()

If no, please explain _____
Is the Company in good standing with that state: Yes () No ()

If no, please explain _____
Date Proposer was organized 2/5/15

7.2 If no, provide the following:

The state in which the Proposer is organized: _____

Is the Company in good standing with that state: Yes () No ()

If no, please explain _____

Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes (x) No ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: Pest Control Firm

License No.: JB230651 Expiration Date: 8/31/2019

Qualifying Individual: Rob Maier Title: President

List company(ies) currently qualified under this license:

Cepra Landscape LLC

- 8.2 Does the Proposer hold any registrations or licenses with Orange County or the City of Orlando applicable to this contract? Yes (x) No ()

If yes, please list and provide a photocopy of each listed license or registration.

Irrigation Competency Card- Certified Irrigation Contractor

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) \$2,600,000

(2017) \$5,400,000

(2018) \$10,000,000

10. What are the Proposer's current insurance limits?

General Liability \$ 2,000,000

Automobile Liability \$ 1,000,000

Workers Compensation \$ 1,000,000

Expiration Date 2/23/2019

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No (x)

If yes, please describe each violation, fine and resolution _____

- 11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

.71

11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years:

Yes () No (x)

If yes, please describe each incident _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No (x)

If so, state the name(s) of the company(ies) _____

The state where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
Rob Maier	Branch Manager	Commercial Maint	23	4	Owner/Operator
Chris Dennison	Ops Manager	Commercial Maint	16	3	Account Manager
James Beauregard	Irrigation Manager	Commercial Maint	33	3	Specialist

14. Have you ever failed to complete any work awarded to you? Yes () No (x)

If so, where and why? _____

15. Has any office or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No (x)

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

_____ none _____

17. **Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes () No (x)**

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Greenway Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

Cepira Landscape LLC
Name of Proposer

BY: Robert P. Maier - President

This 3rd day of May, 2019

By: [Signature]
[Type Name and Title of Person Signing]

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 3rd day of May, 2019, by Rob Maier of the Cepira Landscape LLC who is personally know to me or who has produced Drivers license as identification and who did / did not take an oath.

Chris E. Foxen
Signature of Notary Taking Acknowledgement



COMPANY-OWNED MAJOR EQUIPMENT
(Attach Additional Sheets if Necessary)

Company Name Cepra Landscape LLC

Date May 6, 2019

QUANTITY	DESCRIPTION	CAPACITY	LIST EQUIPMENT TO BE USED ON A REGULAR BASIS FOR THIS SCOPE	LIST EQUIPMENT AVAILABLE TO THE SITE FOR ENHANCEMENTS & EMERGENCY RESPONSE
20	F150 Trucks	80%	3	20
35	F250 Trucks	80%	2	35
42	Landscape Trailers	80%	2	42
5	Dump Trailers	50%	when needed	5
6	Z Sprayers/Kabota Spray Rig	50%	when needed	6
3	200 gal spray tank	50%	when needed	3
60	52-60 mowers	80%	3	60
3	72 mowers	80%	when needed	3
2	F350 Dump Trucks	80%	when needed	2
4	F450 Dump Trucks	80%	when needed	4
4	skid steer/loaders/mini ex	80%	when needed	4

MAINTENANCE CREW & SCHEDULING

Company Name Cepra Landscape LLC

Date May 6, 2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
Section #1	(4) Maint, (1) Hort	1	1	1
Section #2	(4) Maint, (1) Hort	1	1	1
Section #3	(3) Maint, (1) Hort	1	1	1
Combined (Sections #1-3)	(4) Maint, (1) Hort	1	1	1

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
Section #1	Maintenance Mondays / Bermuda Mon/Thurs Support Services Tues and Thursday	10
Section #2	Maintenance Tues / Wed / Bermuda Mon/Thurs Support Services Tuesday and Thursday	10
Section #3	Maintenance Thursday Support Services Tuesday and Wed	10
Combined (Sections #1-3)	Maintenance Mon-Thursday Support Services Monday and Thursday	10



Exhibit B-Proposed Service Schedule

Greenway Improvement District Section 1

SUMMER-Weekly Task and Associated Man Hours									
MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Maint Crew	30	Maint. Crew		Maint. Crew		Maint. Crew		Maint. Crew	
Flower/Detail	10	Flower/Detail		Flower/Detail		Flower/Detail		Flower/Detail	
Hort. Tech		Hort Tech	3	Hort. Tech		Hort. Tech		Hort. Tech	
Irrigation Tech		Irrigation Tech		Irrigation Tech		Irrigation Tech	3	Irrigation Tech	
Bermuda	3					Bermuda	3		
TOTAL	43	TOTAL	3	TOTAL	0	TOTAL	6	TOTAL	0

WINTER-Weekly Task and Associated Man Hours									
MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Maint Crew	20	Maint. Crew		Maint. Crew		Maint. Crew		Maint. Crew	
Flower/Detail	6	Flower/Detail		Flower/Detail		Flower/Detail		Flower/Detail	
Hort. Tech		Hort Tech	3	Hort. Tech		Hort. Tech		Hort. Tech	
Irrigation Tech		Irrigation Tech		Irrigation Tech		Irrigation Tech	3	Irrigation Tech	
						Bermuda	3		
TOTAL	26	TOTAL	3	TOTAL	0	TOTAL	6	TOTAL	0

GENERAL NOTES:

1. Schedule Set up on estimated field hours. These are general guidelines and will be adjusted as Scope of work changes during year.
2. Horticulture Technician will support crew for all Fertilization, pest control, and herbicide applications
3. Irrigation tech would be on site once a week and complete 25% of the inspection each week
By doing this the technician will be able to tackle repairs that pop up more quickly to ensure greater water management.
4. Supplemental labor will be provided as needed to maintain the landscape at or above expectations.
5. Account Manager will be on site during times crew is present as well as later in the week to visually inspect the property



Exhibit B-Proposed Service Schedule

Greenway Improvement District Section 2

SUMMER-Weekly Task and Associated Man Hours					
MONDAY	TUESDAY		WEDNESDAY	THURSDAY	FRIDAY
Maint Crew	Maint. Crew	30	Maint. Crew	30	Maint. Crew
Flower/Detail	Flower/Detail	15	Flower/Detail	15	Flower/Detail
Hort. Tech	Hort Tech		Hort. Tech	5	Hort. Tech
Irrigation Tech	Irrigation Tech		Irrigation Tech		Irrigation Tech
Bermuda				3	
TOTAL		45	TOTAL	8	TOTAL 0

WINTER-Weekly Task and Associated Man Hours					
MONDAY	TUESDAY		WEDNESDAY	THURSDAY	FRIDAY
Maint Crew	Maint. Crew	20	Maint. Crew		Maint. Crew
Flower/Detail	Flower/Detail	6	Flower/Detail		Flower/Detail
Hort. Tech	Hort Tech		Hort. Tech	5	Hort. Tech
Irrigation Tech	Irrigation Tech		Irrigation Tech		Irrigation Tech
				Bermuda	
				3	
TOTAL		26	TOTAL	8	TOTAL 0

GENERAL NOTES:

1. Schedule Set up on estimated field hours. These are general guidelines and will be adjusted as Scope of work changes during year.
2. Horticulture Technician will support crew for all Fertilization, pest control, and herbicide applications
3. Irrigation tech would be on site once a week and complete 25% of the inspection each week
By doing this the technician will be able to tackle repairs that pop up more quickly to ensure greater water management.
4. Supplemental labor will be provided as needed to maintain the landscape at or above expectations.
5. Account Manager will be on site during times crew is present as well as later in the week to visually inspect the property



Exhibit B-Proposed Service Schedule

Greenway Improvement District Section 3

SUMMER-Weekly Task and Associated Man Hours				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Maint Crew	Maint. Crew	Maint. Crew	Maint. Crew 35	Maint. Crew
Flower/Detail	Flower/Detail	Flower/Detail	Flower/Detail 15	Flower/Detail
Hort. Tech	Hort Tech 5	Hort. Tech	Hort. Tech	Hort. Tech
Irrigation Tech	Irrigation Tech	Irrigation Tech 5	Irrigation Tech	Irrigation Tech
TOTAL 0	TOTAL 5	TOTAL 5	TOTAL 50	TOTAL 0

WINTER-Weekly Task and Associated Man Hours				
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Maint Crew	Maint. Crew	Maint. Crew	Maint. Crew 25	Maint. Crew
Flower/Detail	Flower/Detail	Flower/Detail	Flower/Detail 10	Flower/Detail
Hort. Tech	Hort Tech 5	Hort. Tech	Hort. Tech	Hort. Tech
Irrigation Tech	Irrigation Tech	Irrigation Tech 5	Irrigation Tech	Irrigation Tech
TOTAL 0	TOTAL 5	TOTAL 5	TOTAL 35	TOTAL 0

GENERAL NOTES:

1. Schedule Set up on estimated field hours. These are general guidelines and will be adjusted as Scope of work changes during year.
2. Horticulture Technician will support crew for all Fertilization, pest control, and herbicide applications
3. Irrigation tech would be on site once a week and complete 25% of the inspection each week
By doing this the technician will be able to tackle repairs that pop up more quickly to ensure greater water management.
4. Supplemental labor will be provided as needed to maintain the landscape at or above expectations.
5. Account Manager will be on site during times crew is present as well as later in the week to visually inspect the property



Exhibit B-Proposed Service Schedule

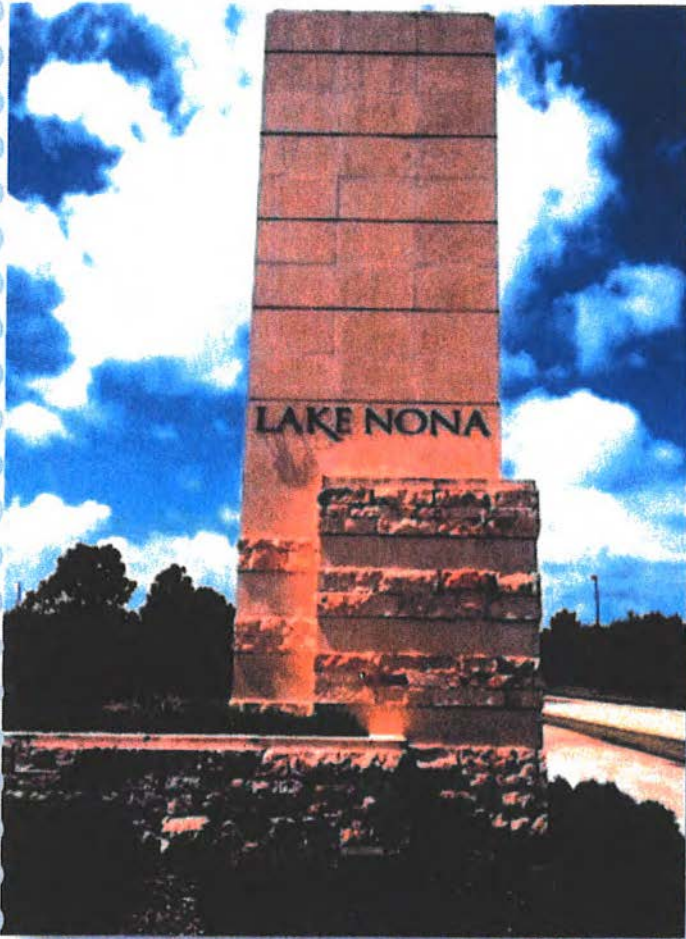
Greeneway Improvement District Combined

SUMMER-Weekly Task and Associated Man Hours									
MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Maint Crew	30	Maint. Crew	30	Maint. Crew	30	Maint. Crew	35	Maint. Crew	
Flower/Detail	10	Flower/Detail	15	Flower/Detail	15	Flower/Detail	15	Flower/Detail	
Hort. Tech		Hort Tech		Hort. Tech	10	Hort. Tech		Hort. Tech	
Irrigation Tech	8	Irrigation Tech		Irrigation Tech		Irrigation Tech	8	Irrigation Tech	
Bermuda	6					Bermuda	6		
TOTAL	54	TOTAL	45	TOTAL	55	TOTAL	64	TOTAL	0

WINTER-Weekly Task and Associated Man Hours									
MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY	
Maint Crew	20	Maint. Crew	20	Maint. Crew	20	Maint. Crew	25	Maint. Crew	
Flower/Detail	6	Flower/Detail	6	Flower/Detail	6	Flower/Detail	10	Flower/Detail	
Hort. Tech		Hort Tech		Hort. Tech	10	Hort. Tech		Hort. Tech	
Irrigation Tech	8	Irrigation Tech		Irrigation Tech		Irrigation Tech	8	Irrigation Tech	
						Bermuda	6		
TOTAL	34	TOTAL	26	TOTAL	36	TOTAL	49	TOTAL	0

GENERAL NOTES:

1. Schedule Set up on estimated field hours. These are general guidelines and will be adjusted as Scope of work changes during year.
2. Horticulture Technician will support crew for all Fertilization, pest control, and herbicide applications
3. Irrigation tech would be on site once a week and complete 25% of the inspection each week
By doing this the technician will be able to tackle repairs that pop up more quickly to ensure greater water management.
4. Supplemental labor will be provided as needed to maintain the landscape at or above expectations.
5. Account Manager will be on site during times crew is present as well as later in the week to visually inspect the property



Presented To: PFM Group Consulting
May 6th, 2019

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #1 (Refer to Maps Contained in 11.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	\$5,170.00	\$62,040.00	(for twelve (12) months)
Term 2	\$5,170.00	\$62,040.00	(for twelve (12) months)
Term 3	\$5,325.08	\$63,901.00	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (0 SF)	\$ N/A	\$ N/A	\$ N/A
St. Augustine (0 SF)	\$ N/A	\$ N/A	\$ N/A
Zoysia (21306 SF)	\$ 12,979.00	\$ 12,979.00	\$ 13,369.00
Bermuda (19856 SF)	\$ 8,112.00	\$ 8,112.00	\$ 8,355.00
Bahia (0 SF)	\$ N/A	\$ N/A	\$ N/A
Shrub Beds (68038 SF)	\$ 11,357.00	\$ 11,357.00	\$ 11,698.00
Trees & Palms	\$ 7,992.00	\$ 7,992.00	\$ 8,232.00
Irrigation	\$ 6,660.00	\$ 6,660.00	\$ 6,860.00
Mulch	\$ 14,940.00	\$ 14,940.00	\$ 15,387.00
TOTAL ANNUAL AMOUNT	\$ 62,040.00	\$ 62,040.00	\$ 63,901.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	3 %	3 %

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #2 (Refer to Maps Contained in 11.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	\$15,765.08	\$189,181.00	(for twelve (12) months)
Term 2	\$15,765.08	\$189,181.00	(for twelve (12) months)
Term 3	\$16,237.92	\$194,855.00	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (1890 SF)	\$ 33,696.00	\$ 33,696.00	\$ 34,707.00
St. Augustine (266296 SF)	\$ 53,004.00	\$ 53,004.00	\$ 54,594.00
Zoysia (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bermuda (28636 SF)	\$ 13,559.00	\$ 13,559.00	\$ 13,966.00
Bahia (399315 SF)	\$ 24,653.00	\$ 24,653.00	\$ 25,392.00
Shrub Beds (237861 SF)	\$ 32,049.00	\$ 32,049.00	\$ 33,010.00
Trees & Palms	\$ 5,112.00	\$ 5,112.00	\$ 5,265.00
Irrigation	\$ 10,800.00	\$ 10,800.00	\$ 11,124.00
Mulch	\$ 16,308.00	\$ 16,308.00	\$ 16,797.00
TOTAL ANNUAL AMOUNT	\$ 189,181.00	\$ 189,181.00	\$ 194,855.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	3 %	3 %

GREENEWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

SECTION #3 (Refer to Maps Contained in II.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$6,416.00</u>	<u>\$76,992.00</u>	(for twelve (12) months)
Term 2	<u>\$6,416.00</u>	<u>\$76,992.00</u>	(for twelve (12) months)
Term 3	<u>\$6,608.50</u>	<u>\$79,302.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (560 SF)	\$ 11,364.00	\$ 11,364.00	\$ 11,705.00
St. Augustine (169809 SF)	\$ 26,259.00	\$ 26,259.00	\$ 27,047.00
Zoysia (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bermuda (0 SF)	\$ N/A	\$ N/A	\$ N/A
Bahia (63250 SF)	\$ 9,674.00	\$ 9,674.00	\$ 9,965.00
Shrub Beds (63112 SF)	\$ 10,135.00	\$ 10,135.00	\$ 10,439.00
Trees & Palms	\$ 6,912.00	\$ 6,912.00	\$ 7,119.00
Irrigation	\$ 4,272.00	\$ 4,272.00	\$ 4,400.00
Mulch	\$ 8,376.00	\$ 8,376.00	\$ 8,627.00
TOTAL ANNUAL AMOUNT	\$ 76,992.00	\$ 76,992.00	\$ 79,302.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	3 %	3 %

GREENWAY IMPROVEMENT DISTRICT

**TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
PROPOSAL SUMMARY**

Combined (Sections #1-3) (Refer to Maps Contained in 11.b. of the Proposal Documents)

Basic Services

Total lump sum for all services covered in Request for Proposal:

Proposed Lump Sum	Monthly	Term Total	
Term 1	<u>\$27,350.92</u>	<u>\$328,213.00</u>	(for twelve (12) months)
Term 2	<u>\$27,350.92</u>	<u>\$328,213.00</u>	(for twelve (12) months)
Term 3	<u>\$28,171.58</u>	<u>\$338,059.00</u>	(for twelve (12) months)

Breakdown of Lump Sum (Contract Total Shown Above):

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
Annual Rotations (2450 SF)	\$ 45,060.00	\$ 45,060.00	\$ 46,412.00
St. Augustine (436105 SF)	\$ 79,262.00	\$ 79,262.00	\$ 81,640.00
Zoysia (71306 SF)	\$ 12,979.00	\$ 12,979.00	\$ 13,369.00
Bermuda (48492 SF)	\$ 21,671.00	\$ 21,671.00	\$ 22,321.00
Bahia (462565 SF)	\$ 34,327.00	\$ 34,327.00	\$ 35,357.00
Shrub Beds (369011 SF)	\$ 53,540.00	\$ 53,540.00	\$ 55,147.00
Trees & Palms	\$ 20,016.00	\$ 20,016.00	\$ 20,616.00
Irrigation	\$ 21,732.00	\$ 21,732.00	\$ 22,384.00
Mulch	\$ 39,624.00	\$ 39,624.00	\$ 40,813.00
TOTAL ANNUAL AMOUNT	\$ 328,211.00	\$ 328,211.00	\$ 338,059.00

Additional Services

Additional services that may be required will be based on a scope of work provided by the District Representative. Fees for additional services shall be an amount agreed upon by the District Representative and the Contractor. The amounts paid to Contractor for additional services detailed in the following schedule of values shall be as outlined in the schedule.

The Contractor has an opportunity, at the time of proposal submission, to request a blanket adjustment to the following schedule of values. If the Contractor is selected by the District to perform services, such adjustment shall be applied to the fees outlined in the schedule of values when additional relevant services are rendered by the Contractor. Such adjustment, if desired, must be listed below at the time of proposal submission. Such adjustment will serve as a blanket adjustment applied to all of the fees listed in the schedule of values. Contractor's failure to provide an adjustment factor shall be considered acceptance of the fees outlined in the schedule of values.

Schedule of Values Fee Adjustment Factor

	Term 1 (10/1/19 – 9/30/20)	Term 2 (10/1/20 – 9/30/21)	Term 3 (10/1/21 – 9/30/22)
% Change to Prices in the Schedule of Values for the Listed Terms	0 %	3 %	3 %

SCHEDULE OF VALUES LANDSCAPE & IRRIGATION

The following values will be used to compensate the Contractor for landscape and irrigation maintenance activities and improvements that are not included in the contract scope of work. The total unit cost shown includes material, labor, equipment, sales tax, supplies, transportation, and all other activities and items necessary to provide a fully operational repair or installation.

Description	Unit	Cost
Labor		
General Laborer	HR	\$40.00
Irrigation Technician	HR	\$50.00
Irrigation		
.5" to .75" Line Break	LF	\$21.50
1" to 1.25" Line Break	LF	\$28.00
1.5" to 2" Line Break	LF	\$70.00
2.5" to 3" Line Break	LF	\$93.00
4" Line Break	LF	\$112.00
1" Gate Valve	EA	\$112.00
1.5" Gate Valve	EA	\$158.00
2" Gate Valve	EA	\$212.00
2.5" Gate Valve	EA	\$270.00
3" Gate Valve	EA	\$327.00
4" Gate Valve	EA	\$385.00
1" Scrubber Valve	EA	\$219.00
1.5" Scrubber Valve	EA	\$288.00
2" Scrubber Valve	EA	\$380.00
2.5" Scrubber Valve	EA	N/A
3" Scrubber Valve	EA	\$743.00
Rectangular Valve Box - Regular	EA	\$43.00
Rectangular Valve Box - Reclaimed	EA	\$50.00
Round Valve Box - Regular	EA	\$36.00
Round Valve Box - Reclaimed	EA	\$43.00
Tree Bubbler Assembly, Match Existing	EA	\$39.00
Spray Head - 6" Pop-up, Match Existing	EA	\$22.50
Spray Head - 12" Pop-up, Match Existing	EA	\$27.50
Shrub Head - Pop-up, Match Existing	EA	\$27.00
Rotary Head	EA	\$32.50
Extend/lengthen Riser	EA	\$9.00
Relocate Head Within 5"	EA	\$18.00
Landscape		
Mulch - Hardwood, No Dye, From Mulch, Inc., Blown-in	CY	\$43.00
Mulch - Hardwood, No Dye, From Mulch, Inc., Bagged	CY	\$43.00
Mulch - Pine Fines	CY	\$43.00
Mulch - Pine Straw	CY	\$40.00

St Augustine Sod - <2,500 SF	SF	\$0.86
St Augustine Sod - <5,000 SF	SF	\$0.79
St Augustine Sod - >5,000 SF	SF	\$0.72
Argentine Bahia Sod - <2,500 SF	SF	\$0.68
Argentine Bahia Sod - <5,000 SF	SF	\$0.60
Argentine Bahia Sod - >5,000 SF	SF	\$0.52
Bermuda 419 Tifway Sod - <2,500 SF	SF	\$0.86
Bermuda 419 Tifway Sod - <5,000 SF	SF	\$0.79
Bermuda 419 Tifway Sod - >5,000 SF	SF	\$0.72
Zoysia Empire Sod - <2,500 SF	SF	\$0.86
Zoysia Empire Sod - <5,000 SF	SF	\$0.79
Zoysia Empire Sod - >5,000 SF	SF	\$0.72
Annuals - 4-5"	EA	\$1.90
Annuals - 1 gallon	EA	\$4.50
Ground Cover - 4"	EA	\$2.30
Shrub - 3 gallon, Match Existing	EA	\$12.25
Shrub - 5 gallon, Match Existing	EA	N/A
Shrub - 7 gallon, Match Existing	EA	\$37.00
Shrub - 15 gallon, Match Existing	EA	\$108.00
Equipment		
Water Truck (2,450 gallons), 8 hours on site	Day	\$625.00
Water Truck (2,450 gallons), 8 hours on site	Week	\$2,975.00
Water Truck (2,450 gallons), 8 hours on site	Month	\$9,500.00

Proposer acknowledges receipt of the following addenda:

Addendum No. 1 Date 4/8/2019
Addendum No. 2 Date 4/26/2019
Addendum No. _____ Date _____
Addendum No. _____ Date _____

Proposer shall state below the names and type of subcontractor he proposes to utilize to complete the work included in this Contract. In addition, Proposer shall indicate the quantity of work that will be completed by each subcontractor as a percentage of his total price. Owner reserves the right to approve or disapprove any such subcontractors as he deems necessary. Once a list of subcontractors has been approved by the Owner, any deviation from the approved list must be submitted to the Owner for approval.

<u>Mulch Incorporated</u>	<u>Mulch Install</u>	<u>10%</u>
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)
_____	_____	_____
(Name of Subcontractor)	(Type of Construction)	(% of Work)

The undersigned agrees to start maintenance of this project within 10 calendar days after notice of award of contract and notice to proceed.

The Owner reserves the right to waive any informalities or to reject any or all proposals.

This proposal made by and on behalf of:

Proposer: Brightview Date: May 6th 2019
Address: 103 W. 7th Street By: [Signature]
Orlando, FL (Signature)
Print Name and Title JC Miller

GREENEWAY IMPROVEMENT DISTRICT

ORGANIZATION INFORMATION OF PROPOSER

TAVISTOCK LAKES AND LAUREATE BOULEVARD & NEMOURS PARKWAY
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES
Orlando, Florida

DATE SUBMITTED: May 6th, 2019

1. Proposer: Brightview Landscape Services

[Company Name]

☐ Individual
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Partnership
☒ Corporation
☐ Subsidiary Corporation

2. Proposer Company Address:

Street Address: 103 West 7th Street
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32824
Telephone: 407-780-6647 Facsimile: _____

1st Contact Name: JC Guillen Title: Business Developer
2nd Contact Name: Derek Buehler Title: Branch Manager

3. Parent Company Name (if applicable): _____

4. Parent Company Address (if different):

Street Address: _____
P.O. Box (if any): _____
City, State, Zip: _____
Telephone: _____ Facsimile: _____

1st Contact Name: _____ Title: _____
2nd Contact Name: _____ Title: _____

5. **List the location of the Proposer's office that would perform Greenway Improvement District (GID) work.**

Street Address: 103 West 7th Street
P.O. Box (if any): _____
City, State, Zip: Orlando, FL 32824
Telephone: 407-780-6647 Facsimile: _____

1st Contact Name: JC Guillen Title: Business Developer
2nd Contact Name: Derek Buehler Title: Branch Manager

6. **If the Proposer is a corporation, is it incorporated in the State of Florida?**

Yes (☒) Proceed to Question 6.1
No (☐) Proceed to Question 6.2

6.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (☒) No (☐)

If no, please explain _____

Date incorporated 12/15/88 Charter No. K51636

6.2 If no, provide the following:

The state in which the Proposer is incorporated: Florida

Is the Company in good standing with that state: Yes (☐) No (☐)

If no, please explain _____

Date incorporated _____ Charter No. _____

Is the applicant registered with the State of Florida Yes (☐) No (☐)

7. **If the Proposer is a partnership (including a limited partnership or limited liability partnership) or a limited liability company, is it organized in the State of Florida?**

Yes (☒) Proceed to Question 7.1
No (☐) Proceed to Question 7.2

7.1 If yes, provide the following:

Is the company in good standing with the Florida Secretary of State, Division of Corporation? Yes (☒) No (☐)

If no, please explain _____

Is the Company in good standing with that state: Yes (☒) No (☐)

If no, please explain _____

Date Proposer was organized 12/15/88

7.2 If no, provide the following:

The state in which the Proposer is organized: _____

Is the Company in good standing with that state: Yes (☐) No (☐)

If no, please explain _____

Is the Proposer registered as a foreign partnership or limited company with the State

of Florida Yes () No ()

If no, please explain _____

8. Does the Proposer hold any registration or licenses with the State of Florida applicable to the contract? Yes (x) No ()

- 8.1 If yes, provide the following information and attach one (1) photocopy of each listed license (attached additional sheets if necessary)

Type of Registration: See Attachment

License No.: _____ Expiration Date: _____

Qualifying Individual: _____ Title: _____

List company(ies) currently qualified under this license: _____

- 8.2 Does the Proposer hold any registrations or licenses with Orange County or the City of Orlando applicable to this contract? Yes (x) No ()

If yes, please list and provide a photocopy of each listed license or registration.

See Attachment

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year:

(2016) 1.2B

(2017) 1.25B

(2018) 1.3B

10. What are the Proposer's current insurance limits?

General Liability \$ 2M

Automobile Liability \$ 2M

Workers Compensation \$ 1M

Expiration Date 11/1/19

11. Has the Proposer been cited by OSHA for any job site or company office / shop safety violations in the past two years? Yes () No (x)

If yes, please describe each violation, fine and resolution _____

- 11.1 What is the Proposer's current worker compensation rating (also known as Experience Modification Rating)?

1.9%

11.2 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two years:

Yes () No (x)

If yes, please describe each incident _____

12. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s). Yes () No (x)

If so, state the name(s) of the company(ies) _____

The state where barred or suspended _____

State the period(s) of debarment or suspension _____

13. What is the landscape & irrigation maintenance experience of the proposed project manager?

Individual's Name	Present Position or Office	Magnitude And Type Of Work	Years of Landscape & Irrigation Maintenance Experience	Years With The Firm	In What Capacity?
Janie Clay	Sr. Account Manager	500K Maintenance	20 years	20 years	Landscaping Management
Charles Pitman	Account Manager	500K Maintenance	22 years	10 years	Landscaping Management
Jason Nelson	Irrigation Manager	1M maintenance	19 years	13 years	Landscaping Management

14. Have you ever failed to complete any work awarded to you? Yes () No (x)

If so, where and why? _____

15. Has any office or partner or your organization ever been an officer, partner, or owner of some other organization that has failed to complete a contract? Yes () No (x)

If so, state name of individual, other organization and reason therefore _____

16. List any and all litigation to which the organization has been a party in the last five (5) years.

N/A

17. **Has the organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity?** Yes () No (x)

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

The undersigned hereby authorize(s) and request(s) any person, firm, or corporation to furnish any pertinent information requested by the Greenway Improvement District, or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or regarding the ability, standing, and general reputation of the application.

Jose C. Guillen
Name of Proposer

By:

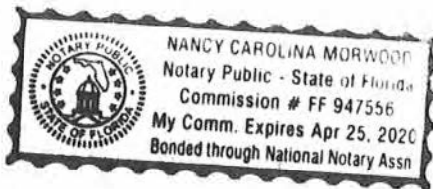
[Signature]
By: Business Developer
[Type Name and Title of Person Signing]

This 01 day of May, 2019

State of Florida

County of Orange

The foregoing instrument was acknowledged before me this 01 day of May, 2019, by Jose C. Guillen, of the Brightview, who is personally know to me or who has produced _____ as identification and who did / did not take an oath.



[Signature]
Signature of Notary Taking Acknowledgement

Available Equipment

Route Trucks

- (10) Ford F150 ½ Ton Pick Ups
- (12) Ford F250 ¾ Ton Pick Ups
- (6) Ford F550 –Trucks

Spray Trucks

- (1) Ford F250 Spray Truck 200 Gallon
- (1) Ford 450 RC Spray Truck with 2 Lesco skid mounted sprayers -300 gallons
- (4) 50 gallon Lesco Sprayer Skid Mount
- (5) Ride on z-sprayers
- (2) Toro ride on boom sprayers
- (1) Vortex spreader ornamental fertilizer

Irrigation Truck

- (4) Ford F250 SC XL
- (2) E-150

Dump Body Trucks

- (3) Ford F450 Trucks
- (3) Isuzu Dump Trucks

Trailers

- (12) Custom Built Equipment Trailer
- (2) Weld Rite 16' Batwing Trailer
- (1) 10' Flatbed
- (1) Ray side 16'x6'
- (1) Weld Rite 16'x6'
- (9) 20' Enclosed Trailer



Mower Equipment

- (8) 48" Walk behind mowers
- (15) 52" Stand on mower
- (2) 11' Batwing Mowers
- (30) 61" Riding Mowers



Field Equipment (400 units)

- Gas articulating shears
- Hand shears
- Straight shears
- Back pack sprayers
- Fertilizer spreaders
- Hand spreaders
- Walk behind spreaders
- Riding fertilizer spreaders



Large Equipment

- (1) Polecat Aerial Lift
- (3) Bandit 1590 Brush Chipper
- (1) Skid Steer Loaders
- (2) Aerial Lift Trucks

Utility Vehicle

- (6) John Deere

MAINTENANCE CREW & SCHEDULING

Company Name Brightview Landscape Services

Date May 6th, 2019

List the proposed crew size that will be assigned to the section(s) which are the subject of the Proposal (Daily Crew Member Sign In/Sign Out Sheets will be required and be reviewed):

DISTRICT SERVICE AREA	DAILY LANDSCAPE MAINTENANCE CREW MEMBERS	DAILY IRRIGATION MAINTENANCE CREW MEMBERS	ON-SITE FOREMAN	MANAGER
Section #1	5	1	1	1
Section #2	5	1	1	1
Section #3	5	1	1	1
Combined (Sections #1-3)	5	1	1	1

List the proposed schedule to complete entire scope of services for the section(s) which are the subject of the Proposal:

DISTRICT SERVICE AREA	PROPOSED WORK DAYS (Monday – Friday)	HOURS PER WORK DAY
Section #1	Wednesday - Thursday	10
Section #2	Thursday	10
Section #3	Thursday	10
Combined (Sections #1-3)	Wednesday - Thursday	10

GREENEWAY IMPROVEMENT DISTRICT

Construction Committee Recommendation

GREENWAY IMPROVEMENT DISTRICT LANDSCAPING AND IRRIGATION MAINTENANCE RFP

SECTION 1:

Bid/Fee Detail

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years		Hours Per Week
HHLC	\$20,988.00	\$20,988.00	\$20,988.00	\$62,964.00	Wed-Thur	16
Carol King	\$50,400.00	\$50,400.00	\$51,924.00	\$152,724.00	Mon	4
Down 2 Earth	\$52,020.00	\$52,020.00	\$52,020.00	\$156,060.00	Mon-Thur	32
Omega Scapes	\$83,880.00	\$86,400.00	\$88,992.00	\$259,272.00	Mon-Thur	40
Cepira	\$48,129.00	\$48,129.00	\$49,551.00	\$145,809.00	Mon	10
BrightView	\$62,040.00	\$62,040.00	\$63,901.00	\$187,981.00	Wed-Thur	20

Proposer Rankings

Contractor	Personnel Workload	Experience	Understanding of Scope	Price	Point Total	Ranking Based
	Max. 30 Pts.	Max. 30 Pts.	Max. 10 Pts.	Max. 30 Pts.	Max. 100 Pts.	on Total Points
HHLC	0	0	0	0.00	0.00	6
Carol King	25	25	5	28.58	83.58	4
Down 2 Earth	30	30	10	27.89	97.89	2
Omega Scapes	30	25	7	6.66	68.66	5
Cepira	30	30	10	30.00	100.00	1
BrightView	30	25	10	21.32	86.32	3

SECTION 2:

Bid/Fee Detail

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years		Hours Per Week
HHLC	\$112,965.00	\$112,965.00	\$112,965.00	\$338,895.00	Wed-Thur	16
Carol King	\$180,144.00	\$180,144.00	\$185,556.00	\$545,844.00	Tues-Wed	16
Down 2 Earth	\$145,950.00	\$145,950.00	\$145,950.00	\$437,850.00	Mon-Thur	32
Omega Scapes	\$201,396.00	\$207,432.00	\$213,660.00	\$622,488.00	Mon-Thur	40
Cepira	\$125,232.00	\$125,232.00	\$129,117.00	\$379,581.00	Tues-Wed	20
BrightView	\$189,181.00	\$189,181.00	\$194,855.00	\$573,217.00	Thur	10

Proposer Rankings

Contractor	Personnel Workload	Experience	Understanding of Scope	Price	Point Total	Ranking Based
	Max. 30 Pts.	Max. 30 Pts.	Max. 10 Pts.	Max. 30 Pts.	Max. 100 Pts.	on Total Points
HHLC	0	0	0	0.00	0.00	6
Carol King	25	25	5	16.86	71.86	5
Down 2 Earth	30	30	10	25.39	95.39	2
Omega Scapes	30	25	7	10.80	72.80	4
Cepira	30	30	10	30.00	100.00	1
BrightView	30	25	10	14.70	79.70	3

SECTION 3:

Bid/Fee Detail

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years		Hours Per Week
HHLC	\$93,996.00	\$93,996.00	\$93,996.00	\$281,988.00	Wed-Thur	16
Carol King	\$96,780.00	\$96,780.00	\$99,684.00	\$293,244.00	Thur	8
Down 2 Earth	\$47,684.00	\$47,684.00	\$47,684.00	\$143,052.00	Mon-Thur	32
Omega Scapes	\$97,224.00	\$100,140.00	\$103,140.00	\$300,504.00	Mon-Thur	40
Cepira	\$81,768.00	\$81,768.00	\$84,480.00	\$248,016.00	Thur	10
BrightView	\$76,992.00	\$76,992.00	\$79,302.00	\$233,286.00	Thur	10

Proposer Rankings

Contractor	Personnel Workload	Experience	Understanding of Scope	Price	Point Total	Ranking Based
	Max. 30 Pts.	Max. 30 Pts.	Max. 10 Pts.	Max. 30 Pts.	Max. 100 Pts.	on Total Points
HHLC	0	0	0	0.00	0.00	6
Carol King	25	25	5	0.00	55.00	5
Down 2 Earth	30	30	7	30.00	97.00	1
Omega Scapes	30	25	7	0.00	62.00	4
Cepira	30	30	10	7.99	77.99	2
BrightView	30	25	10	11.08	76.08	3

COMBINED:**Bid/Fee Detail**

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years		Hours Per Week
HHLC	\$227,949.00	\$227,949.00	\$227,949.00	\$683,847.00	Wed-Thur	16
Carol King	\$327,324.00	\$327,324.00	\$337,164.00	\$991,812.00	Mon-Thur	32
Down 2 Earth	\$245,654.00	\$245,654.00	\$245,654.00	\$736,962.00	Mon-Thur	32
Omega Scapes	\$382,500.00	\$393,975.00	\$405,792.00	\$1,182,267.00	Mon-Thur	40
Ceptra	\$255,129.00	\$255,129.00	\$263,148.00	\$773,406.00	Mon-Thur	40
BrightView	\$328,213.00	\$328,213.00	\$338,059.00	\$994,485.00	Wed-Thur	20

Proposer Rankings

Contractor	Personnel, Workload	Experience	Understanding of Scope	Price	Point Total	Ranking Based
	Max. 30 Pts.	Max. 30 Pts.	Max. 10 Pts.	Max. 30 Pts.	Max. 100 Pts.	on Total Points
HHLC	0	0	0	0.00	0.00	6
Carol King	25	25	5	19.63	74.63	4
Down 2 Earth	30	30	10	30.00	100.00	1
Omega Scapes	30	25	7	11.87	73.87	5
Ceptra	30	30	10	28.52	98.52	2
BrightView	30	25	10	19.52	84.52	3

GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2019-06,
Approving a Preliminary Budget for Fiscal
Year 2020 and Setting a Public Hearing Date**
[suggested date of August 20, 2019 at 3:00 p.m.]

RESOLUTION 2019-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENEWAY IMPROVEMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2019/2020; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Greenway Improvement District ("**District**") prior to June 15, 2019, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2019/2020 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, which is on file and available for public inspection at the "**District's Office**," 12051 Corporate Boulevard, Orlando, Florida 32817, (407) 352-3256. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments pursuant to a bill issued by the District in November of 2019, and pursuant to Chapter 170, Florida

Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

3. SETTING PUBLIC HEARINGS. Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____
LOCATION: _____

4. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Orlando and Orange County at least 60 days prior to the hearing set above.

5. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 3, and shall remain on the website for at least 45 days.

6. PUBLICATION OF NOTICE. The District shall cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation published in Orange County. Additionally, notice of the public hearings shall be published in the manner prescribed in Florida law.

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

8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2019.

ATTEST:

**GREENEWAY IMPROVEMENT
DISTRICT**

Secretary

By: _____
Its: _____

Greeneway Improvement District
FY 2020 Proposed O&M Budget

	Actuals Through 04/30/2019	Anticipated 05/2019 - 09/2019	Anticipated FY 2019 Totals	FY 2019 Adopted Budget	FY 2020 Proposed Budget
<u>Revenues</u>					
On-Roll Assessments	\$ 370,698.11	\$ 93,265.87	\$ 463,963.98	\$ 463,963.98	
Off-Roll Assessments	309,738.93	46,938.04	356,676.97	356,676.97	
Net Revenues	\$ 680,437.04	\$ 140,203.91	\$ 820,640.95	\$ 820,640.95	\$ 911,167.85
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 2,600.00	\$ 2,000.00	\$ 4,600.00	\$ 7,200.00	\$ 7,200.00
Financial & Administrative					
Public Officials' Liability Insurance	2,244.00	-	2,244.00	2,500.00	2,500.00
Trustee Services	2,199.90	-	2,199.90	2,500.00	4,000.00
Management	23,333.31	16,666.69	40,000.00	40,000.00	40,000.00
Engineering	4,356.50	3,111.79	7,468.29	10,000.00	10,000.00
Dissemination Agent	1,250.00	3,750.00	5,000.00	5,000.00	5,000.00
Property Appraiser	1,672.00	-	1,672.00	1,500.00	1,700.00
District Counsel	10,483.23	7,488.02	17,971.25	22,000.00	30,000.00
Assessment Administration	7,500.00	-	7,500.00	7,500.00	7,500.00
Reamortization Schedules	-	-	-	-	250.00
Audit	-	4,395.00	4,395.00	5,500.00	7,000.00
Travel and Per Diem	76.90	73.10	150.00	150.00	250.00
Telephone	169.95	330.05	500.00	500.00	250.00
Postage & Shipping	111.29	388.71	500.00	500.00	800.00
Copies	744.00	1,256.00	2,000.00	2,000.00	1,500.00
Legal Advertising	2,827.52	972.48	3,800.00	3,800.00	6,000.00
Bank Fees	-	-	-	50.00	-
Miscellaneous	32.70	2,467.30	2,500.00	2,500.00	100.00
Property Taxes	477.29	-	477.29	1,500.00	2,000.00
Web Site Maintenance	735.00	525.00	1,260.00	1,250.00	2,700.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Total General & Administrative Expenses	\$ 60,988.59	\$ 43,424.14	\$ 104,412.73	\$ 116,125.00	\$ 128,925.00

Greenway Improvement District
FY 2020 Proposed O&M Budget

	Actuals Through 04/30/2019	Anticipated 05/2019 - 09/2019	Anticipated FY 2019 Totals	FY 2019 Adopted Budget	FY 2020 Proposed Budget
<u>Field Operations</u>					
Electric Utility Services					
Electric	\$ 3,804.41	\$ 2,717.44	\$ 6,521.85	\$ 5,000.00	\$ 7,000.00
Water-Sewer Combination Services					
Water Reclaimed	22,593.01	16,137.86	38,730.87	20,000.00	40,000.00
Other Physical Environment					
General Insurance	2,525.00	-	2,525.00	3,000.00	3,000.00
Property & Casualty Insurance	5,987.00	-	5,987.00	-	7,000.00
Other Insurance	-	-	-	750.00	150.00
Irrigation Repairs	24,868.81	17,763.44	42,632.25	30,000.00	55,000.00
Landscaping Maintenance & Material	126,599.25	102,036.75	228,636.00	228,636.00	229,750.40
Other Landscape Maintenance	-	11,666.67	11,666.67	40,000.00	62,104.50
Landscape Improvements	64,326.70	45,947.64	110,274.34	50,000.00	45,000.00
Tree Trimming	-	-	-	-	20,000.00
Contingency	3,700.00	559.43	4,259.43	17,614.00	8,500.00
Hurricane Cleanup	-	2,083.33	2,083.33	5,000.00	20,000.00
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	2,104.20	1,711.80	3,816.00	3,816.00	3,816.00
IME - Irrigation Repairs	3,038.60	32,961.40	36,000.00	36,000.00	10,800.00
IME - Landscaping	45,604.80	32,574.86	78,179.66	88,253.28	87,266.88
IME - Lighting	1,912.30	18,087.70	20,000.00	20,000.00	22,153.84
IME - Miscellaneous	1,526.76	1,090.54	2,617.30	-	1,661.40
IME - Water Reclaimed	556.42	3,043.58	3,600.00	3,600.00	3,323.08
Road & Street Facilities					
Entry and Wall Maintenance	3,000.00	1,250.00	4,250.00	3,000.00	3,000.00
Hardscape Maintenance	-	1,250.00	1,250.00	3,000.00	5,000.00
Streetlights	44,621.49	31,872.49	76,493.98	100,000.00	110,370.08
Accent Lighting	-	833.33	833.33	2,000.00	2,000.00
Parks & Recreation					
Personnel Leasing Agreement	-	20,000.00	20,000.00	20,000.00	20,000.00
Reserves					
Infrastructure Capital Reserve	-	22,200.00	22,200.00	22,200.00	22,200.00
Interchange Maintenance Reserve	-	3,146.67	3,146.67	3,146.67	3,146.67
	<u>\$ 356,768.75</u>	<u>\$ 368,934.93</u>	<u>\$ 725,703.68</u>	<u>\$ 705,015.95</u>	<u>\$ 792,242.85</u>
Total Expenses	<u>\$ 417,757.34</u>	<u>\$ 412,359.07</u>	<u>\$ 830,116.41</u>	<u>\$ 821,140.95</u>	<u>\$ 921,167.85</u>
Income (Loss) from Operations	<u>\$ 262,679.70</u>	<u>\$ (272,155.16)</u>	<u>\$ (9,475.46)</u>	<u>\$ (500.00)</u>	<u>\$ (10,000.00)</u>
<u>Other Income (Expense)</u>					
Interest Income	<u>\$ 4,749.10</u>	<u>\$ 4,726.37</u>	<u>\$ 9,475.47</u>	<u>\$ 500.00</u>	<u>\$ 10,000.00</u>
Total Other Income (Expense)	<u>\$ 4,749.10</u>	<u>\$ 4,726.37</u>	<u>\$ 9,475.47</u>	<u>\$ 500.00</u>	<u>\$ 10,000.00</u>
Net Income (Loss)	<u><u>\$ 267,428.80</u></u>	<u><u>\$ (267,428.80)</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Greeneway Improvement District
FY 2020 Proposed Debt Service Budget
Series 2013 Special Assessment Bonds

	FY 2019-2020 Proposed Budget
REVENUES:	
Special Assessments Series 2013	\$ 4,791,765.63
TOTAL REVENUES	<u>\$ 4,791,765.63</u>
EXPENDITURES:	
Series 2013 - Interest 11/01/2019	\$1,254,600.00
Series 2013 - Principal 05/01/2020	\$1,055,000.00
Series 2013 - Interest 05/01/2020	\$1,254,600.00
TOTAL EXPENDITURES	<u>\$ 3,564,200.00</u>
EXCESS REVENUES	<u>\$ 1,227,565.63</u>
Series 2013 - Interest 11/01/2019	\$ 1,227,565.63

GREENEWAY IMPROVEMENT DISTRICT

Fiscal Year 2018 Audit

Greeneway Improvement District

ANNUAL FINANCIAL REPORT

September 30, 2018

Greenway Improvement District
ANNUAL FINANCIAL REPORT
Fiscal Year Ended September 30, 2018

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REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Greenway Improvement District
Orlando, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Greenway Improvement District as of and for the year ended September 30, 2018, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants P.L.L.C.

To the Board of Supervisors
Greenway Improvement District

Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, and each major fund of Greenway Improvement District as of September 30, 2018, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Governmental accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and budgetary comparison be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated April 22, 2019 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greenway Improvement District's internal control over financial reporting and compliance.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

April 22, 2019

Greenway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018

Management's discussion and analysis of Greenway Improvement District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

Greenway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual**, is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including land, buildings and improvements, and infrastructure are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2018.

- ♦ The District's total assets were exceeded by total liabilities by \$(35,212,961) (net position). Net investment in capital assets for the District was \$(113,314). Unrestricted net position for Governmental Activities was \$(35,099,647).
- ♦ Governmental activities revenues totaled \$4,165,169 while governmental activities expenses totaled \$7,182,387.

**Greenway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	Governmental Activities	
	2018	2017
Current assets	\$ 78,385	\$ 210,539
Restricted assets	6,646,153	12,925,968
Capital assets, net	9,254,504	6,189,692
Total Assets	15,979,042	19,326,199
Current liabilities	2,975,090	2,455,171
Non-current liabilities	48,216,913	49,066,771
Total Liabilities	51,192,003	51,521,942
Net investment in capital assets	(113,314)	(69,372)
Net position - unrestricted	(35,099,647)	(32,126,371)
Total Net Position	\$ (35,212,961)	\$ (32,195,743)

The decrease in restricted assets and increase in capital assets was primarily due to capital asset additions less amounts conveyed to other governmental entities in the current year.

The increase in current liabilities was primarily the result of the increase in contracts and retainage payable.

The decrease in non-current liabilities was primarily the result of the current year principal payments.

Greenway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change in Net Position

	Governmental Activities	
	2018	2017
Program Revenues		
Charges for services	\$ 4,137,585	\$ 4,695,650
General Revenues		
Investment earnings	27,284	26,266
Miscellaneous	300	-
Total Revenues	<u>4,165,169</u>	<u>4,721,916</u>
Expenses		
General government	122,688	110,447
Physical environment	4,435,760	511,972
Interest on long-term debt	2,623,939	2,712,493
Total Expenses	<u>7,182,387</u>	<u>3,334,912</u>
Change in Net Position	(3,017,218)	1,387,004
Net Position - Beginning of Year	<u>(32,195,743)</u>	<u>(33,582,747)</u>
Net Position - End of Year	<u>\$ (35,212,961)</u>	<u>\$ (32,195,743)</u>

The decrease in charges for services is due to a decrease in debt service assessment received.

The increase in physical environment is related to the conveyance of capital assets to other governments in the current year.

**Greeneway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2018 and 2017.

Description	Governmental Activities	
	2018	2017
Land and improvements	\$ 306,675	\$ 306,675
Construction in progress	7,522,551	4,696,853
Improvements other than buildings	1,538,592	1,255,536
Accumulated depreciation	(113,314)	(69,372)
Total Capital Assets	<u>\$ 9,254,504</u>	<u>\$ 6,189,692</u>

The activity for the year consisted of \$6,867,306 in additions to construction in progress, \$879,465 of construction in progress placed in service, \$3,162,143 of construction in progress and \$596,409 in improvements other than buildings conveyed to other governments and \$43,942 in depreciation.

General Fund Budgetary Highlights

Actual governmental expenditures were less than final budgeted amounts primarily due to the budgeted reserves that were not expended.

The General Fund budget was amended for increased landscaping and streetlight costs.

Debt Management

Governmental Activities debt includes the following:

- ♦ In April 2013, the District issued \$55,750,000 Series 2013 Special Assessment Revenue Bonds. The bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District. The balance outstanding at September 30, 2018 was \$49,960,000.
- ♦ In July 2017, the District entered into an agreement with the Developer about funding certain improvements. The Developer agreed to advance monies until the District obtained new financing. During the year, the Developer advanced \$115,205.

Economic Factors and Next Year's Budget

Greeneway Improvement District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2019.

**Greeneway Improvement District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2018**

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Request for Information

The financial report is designed to provide a general overview of Greeneway Improvement District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Greeneway Improvement District, PFM Group Consulting, LLC, 12051 Corporate Blvd., Orlando, FL 32817.

Greenway Improvement District
STATEMENT OF NET POSITION
September 30, 2018

	<u>Governmental Activities</u>
ASSETS	
Current Assets	
Cash	\$ 64,086
Investments	1,463
Accounts receivable	300
Accrued interest receivable	1,736
Deposits	1,100
Prepaid expenses	9,700
Total Current Assets	<u>78,385</u>
Non-current Assets	
Restricted assets	
Cash and investments	6,646,153
Capital assets, not being depreciated	
Land and improvements	306,675
Construction in progress	7,522,551
Capital assets, being depreciated	
Improvements other than buildings	1,538,592
Less: accumulated depreciation	<u>(113,314)</u>
Total Non-current Assets	<u>15,900,657</u>
Total Assets	<u>15,979,042</u>
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	22,871
Contracts and retainage payable	876,019
Due to other governmental units	9,345
Bonds payable	1,000,000
Accrued interest payable	1,066,855
Total Current Liabilities	<u>2,975,090</u>
Non-current liabilities	
Note Payable	115,205
Bonds payable, net	48,101,708
Total Non-current Liabilities	<u>48,216,913</u>
Total Liabilities	<u>51,192,003</u>
NET POSITION	
Net investment in capital assets	(113,314)
Unrestricted	<u>(35,099,647)</u>
Total Net Position	<u><u>\$ (35,212,961)</u></u>

See accompanying notes to financial statements.

Greenway Improvement District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2018

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues Charges for Services</u>	<u>Net (Expense) Revenue and Changes in Net Position Governmental Activities</u>
Governmental Activities			
General government	\$ (122,688)	\$ 70,677	\$ (52,011)
Physical environment	(4,435,760)	2,555,325	(1,880,435)
Interest on long-term debt	(2,623,939)	1,511,583	(1,112,356)
Total Governmental Activities	<u>\$ (7,182,387)</u>	<u>\$ 4,137,585</u>	<u>(3,044,802)</u>
 General Revenues			
Miscellaneous revenues			300
Investment earnings			27,284
Total General Revenues			<u>27,584</u>
Change in Net Position			(3,017,218)
Net Position - October 1, 2017			<u>(32,195,743)</u>
Net Position - September 30, 2018			<u><u>\$ (35,212,961)</u></u>

See accompanying notes to financial statements.

Greenway Improvement District
BALANCE SHEET -
GOVERNMENTAL FUNDS
September 30, 2018

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	\$ 57,015	\$ -	\$ 7,071	\$ 64,086
Investments	1,463	-	-	1,463
Accounts receivable	-	-	300	300
Accrued interest receivable	-	979	757	1,736
Prepaid expenses	9,700	-	-	9,700
Deposits	1,100	-	-	1,100
Restricted assets				
Cash and investments, at fair value	-	3,972,366	2,673,787	6,646,153
Total Assets	\$ 69,278	\$3,973,345	\$ 2,681,915	\$ 6,724,538
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable and accrued liabilities	\$ 22,871	\$ -	\$ -	\$ 22,871
Contracts and retainage payable	-	-	876,019	876,019
Due to other governments	9,345	-	-	9,345
Total Liabilities	32,216	-	876,019	908,235
Fund Balances				
Nonspendable - deposits/prepays	10,800	-	-	10,800
Restricted for debt service	-	3,973,345	-	3,973,345
Restricted for capital projects	-	-	1,805,896	1,805,896
Unassigned	26,262	-	-	26,262
Total Fund Balances	37,062	3,973,345	1,805,896	5,816,303
Total Liabilities and Fund Balances	\$ 69,278	\$3,973,345	\$ 2,681,915	\$ 6,724,538

See accompanying notes to financial statements.

Greenway Improvement District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2018

Total Governmental Fund Balances	\$ 5,816,303
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets land, \$306,675, construction in progress, \$7,522,551, and improvements other than buildings, \$1,538,592, net of accumulated depreciation, \$(113,314), are not current financial resources and therefore, are not reported at the governmental fund level.	9,254,504
Long-term liabilities, including bonds payable, \$(49,960,000), net of bond discounts, net, \$858,292, and developer note payable, \$(115,205), are not due and payable in the current period and therefore, are not reported at the governmental fund level.	(49,216,913)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the governmental fund level.	<u>(1,066,855)</u>
Net Position of Governmental Activities	<u><u>\$ (35,212,961)</u></u>

See accompanying notes to financial statements.

Greenway Improvement District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
For the Year Ended September 30, 2018

	General	Debt Service	Capital Projects	Total Governmental Funds
REVENUES				
Special assessments	\$ 748,740	\$ 3,388,845	\$ -	\$ 4,137,585
Miscellaneous revenues	-	-	300	300
Interest income	2,784	9,794	14,706	27,284
Total Revenues	<u>751,524</u>	<u>3,398,639</u>	<u>15,006</u>	<u>4,165,169</u>
EXPENDITURES				
Current				
General government	122,688	-	-	122,688
Physical environment	633,266	-	-	633,266
Capital outlay	-	-	6,867,306	6,867,306
Debt service				
Principal	-	955,000	-	955,000
Interest	-	2,609,394	-	2,609,394
Total Expenditures	<u>755,954</u>	<u>3,564,394</u>	<u>6,867,306</u>	<u>11,187,654</u>
Excess revenues over (under) expenditures	<u>(4,430)</u>	<u>(165,755)</u>	<u>(6,852,300)</u>	<u>(7,022,485)</u>
Other financing sources (uses)				
Transfers in	-	-	113,749	113,749
Transfers out	-	(113,749)	-	(113,749)
Developer note proceeds	-	-	115,205	115,205
Total Other Financing Sources (Uses)	<u>-</u>	<u>(113,749)</u>	<u>228,954</u>	<u>115,205</u>
Net Change in Fund Balances	<u>(4,430)</u>	<u>(279,504)</u>	<u>(6,623,346)</u>	<u>(6,907,280)</u>
Fund Balances - October 1, 2017	<u>41,492</u>	<u>4,252,849</u>	<u>8,429,242</u>	<u>12,723,583</u>
Fund Balances - September 30, 2018	<u>\$ 37,062</u>	<u>\$ 3,973,345</u>	<u>\$ 1,805,896</u>	<u>\$ 5,816,303</u>

See accompanying notes to financial statements.

Greeneway Improvement District
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2018

Net Change in Fund Balances - Total Governmental Funds	\$ (6,907,280)
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures; however, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount that capital outlay, \$6,867,306, exceeded depreciation, \$(43,942), and capital asset deletions \$(3,758,552) in the current period.	3,064,812
Repayments of bond principal are expenditures in the governmental funds, but the repayments reduce long-term liabilities in the Statement of Net Position.	955,000
Note proceeds are reflected as an other financing source at the fund level, however, they are reflected as an addition to liabilities at the government-wide level.	(115,205)
Governmental funds report bond discounts as expenditures. However, in the Statement of Activities, the cost is allocated as amortization expense.	(34,937)
In the Statement of Activities, interest is accrued on outstanding bonds; whereas in governmental funds, interest expenditures are reported when due. This is the net amount between the prior year and current year accruals.	<div style="border-top: 1px solid black; display: inline-block;">20,392</div>

Change in Net Position of Governmental Activities	<div style="border-top: 1px solid black; border-bottom: 3px double black; display: inline-block;">\$ (3,017,218)</div>
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See accompanying notes to financial statements.

Greenway Improvement District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Special assessments	\$ 744,396	\$ 748,740	\$ 748,740	\$ -
Interest income	500	2,800	2,784	(16)
Total revenues	<u>744,896</u>	<u>751,540</u>	<u>751,524</u>	<u>(16)</u>
Expenditures				
Current				
General government	111,225	122,686	122,688	(2)
Physical environment	<u>633,671</u>	<u>657,413</u>	<u>633,266</u>	<u>24,147</u>
Total Expenditures	<u>744,896</u>	<u>780,099</u>	<u>755,954</u>	<u>24,145</u>
 Net Change in Fund Balances	-	(28,559)	(4,430)	24,129
 Fund Balances - October 1, 2017	<u>-</u>	<u>28,559</u>	<u>41,492</u>	<u>12,933</u>
 Fund Balances - September 30, 2018	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 37,062</u>	<u>\$ 37,062</u>

See accompanying notes to financial statements.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Greenway Improvement District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established, as a Community Development District, in 2003, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), by Ordinance 2003022470 of the City Commissioners of Orlando, Florida. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or without the boundaries of the Greenway Improvement District. The District is governed by a five-member Board of Supervisors who are elected for four year terms. The District operates within the criteria established by Chapter 190.

As required by GAAP, these financial statements present the Greenway Improvement District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board Statement Number 61, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues include charges for services, and payments made by parties outside of the reporting government's citizenry if that money is restricted to a particular program. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018**

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District has implemented the Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by the state constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources". Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – Accounts for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund – The Capital Projects Fund accounts for the financial resources to be used in the acquisition or construction of major infrastructure within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as special assessment bonds, be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

Cash equivalents include time deposits and certificates of deposit with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities and Net Position or Equity (Continued)

b. Restricted Assets

Certain net position of the District are classified as restricted assets on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted assets, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

c. Capital Assets

Capital assets, which include land and improvements, construction in progress, and improvements other than buildings are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Improvements other than buildings 15 years

d. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

e. Bond Discounts

Bond discounts associated with the issuance of bonds are amortized over the life of the bonds using the straight-line method of accounting.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

1. Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-wide Statement of Net Position

"Total fund balances" of the District's governmental funds, \$5,816,303, differs from "net position" of governmental activities, \$(35,212,961), reported in the Statement of Net Position. This difference primarily results from the long-term economic focus of the Statement of Net Position versus the current financial resources focus of the governmental fund balance sheet. The effect of the differences is illustrated as follows.

Capital related items

When capital assets (that are to be used in governmental activities) are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the statement of net position included those capital assets among the assets of the District as a whole.

Land	\$ 306,675
Construction in progress	7,522,551
Improvements other than buildings	1,538,592
Less: accumulated depreciation	<u>(113,314)</u>
Total	<u>\$ 9,254,504</u>

Long-term debt transactions

Long-term liabilities applicable to the District's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long-term) are reported in the Statement of Net Position.

Balances at September 30, 2018 were:

Bonds payable	\$ (49,960,000)
Notes payable	(115,205)
Bond discount, net	<u>858,292</u>
Total	<u>\$ (49,216,913)</u>

Accrued interest

Accrued liabilities in the Statement of Net Position differ from the amount reported in governmental funds due to accrued interest on bonds.

Accrued interest	<u>\$ (1,066,855)</u>
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Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS (CONTINUED)

2. Explanation of Differences Between the Governmental Fund Operating Statements and the Statement of Activities

The “net change in fund balances” for government funds, \$(6,907,280), differs from the “change in net position” for governmental activities, \$(3,017,218), reported in the Statement of Activities. The differences arise primarily from the long-term economic focus of the Statement of Activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Capital related items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, the cost of those assets are capitalized at the government wide level and allocated over their estimated useful lives and reported as depreciation. As a result, fund balances decrease by the amount of financial resources expended, whereas, net position changes by the amount of capital additions net of any depreciation charged for the year.

Construction in progress	\$ 6,867,306
Conveyance to other governments	(3,758,552)
Depreciation	<u>(43,942)</u>
Total	<u>\$ 3,064,812</u>

Long-term debt transactions

Repayments of bond principal are reported as an expenditure in the governmental funds and, thus, have the effect of reducing fund balance because current financial resources have been used.

Debt principal payments	\$ 955,000
Proceeds from note payable	(115,205)
Bond discount amortization	<u>(34,937)</u>
Total	<u>\$ 804,858</u>

Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures in governmental funds.

Net change in accrued interest payable	<u>\$ 20,392</u>
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Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE C – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2018, the District's bank balance was \$79,244 and the carrying value was \$64,086. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2018, the District had the following investments and maturities:

Investment	Maturities	Fair Value
State Board of Administration Florida Prime	33 days*	\$ 1,463
Managed Money Market Funds	N/A	6,646,153
Total		<u>\$ 6,647,616</u>

* Weighted Average Maturity

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, Managed Money Market Funds are Level 1 assets.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE C – CASH AND INVESTMENTS (CONTINUED)

Investments

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes. Among other investments, the policy allows the District to invest in the State Board of Administration Local Government Surplus Funds Trust Funds. Cash placed with the State Board of Administration represents the District's participation in the Local Government Surplus Funds Trust Fund Investment Pool and is reported at fair value. As a pool participant the District invests in pools of investments in which shares are owned in the pool rather than the underlying investments.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. The Local Government Surplus Funds Trust is an authorized investment under Section 218.415, Florida Statutes. The District's Investments in the state investment pool and government loans are limited by the state statutory requirements and bond compliance. The District has monies invested with the Local Government Surplus Fund Trust Fund (Fund), at September 30, 2018. This fund met the requirements of a "2a-7 like pool" as defined in Government Accounting Standards Board, Statement 31.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in Managed Money Market Funds are approximately 99% of the District's total investments. The investments in the State Board of Administration Florida Prime are less than 1% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2018 were typical of these items during the fiscal year then ended. The State Board of Administration Florida PRIME is rated AAAM per Standard & Poor's. The Managed Money Market Funds are not rated by any nationally recognized agency.

The District considers any decline in fair value for certain investments to be temporary.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE D – SPECIAL ASSESSMENT REVENUES

Special assessment revenues recognized for the 2017-2018 fiscal year were levied in August 2017. Assessments are directly collected by the District and are due in full on December 1, 2017; provided, however that, to the extent permitted by law, the directly collected assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2017, 25% due no later than February 1, 2018 and 25% due no later than May 1, 2018.

NOTE E – CAPITAL ASSETS

Capital Asset activity for the year ended September 30, 2018 was as follows:

	Balance October 1, 2017	Additions	Deletions	Balance September 30, 2018
Governmental Activities:				
Capital assets, not being depreciated:				
Land and improvements	\$ 306,675	\$ -	\$ -	\$ 306,675
Construction in progress	4,696,853	6,867,306	(4,041,608)	7,522,551
Total Capital Assets, Not Depreciated	<u>5,003,528</u>	<u>6,867,306</u>	<u>(4,041,608)</u>	<u>7,829,226</u>
Capital assets, being depreciated:				
Improvements other than buildings	<u>1,255,536</u>	<u>879,465</u>	<u>(596,409)</u>	<u>1,538,592</u>
Less accumulated depreciation for:				
Improvements other than buildings	<u>(69,372)</u>	<u>(43,942)</u>	<u>-</u>	<u>(113,314)</u>
Total Accumulated Depreciation	<u>(69,372)</u>	<u>(43,942)</u>	<u>-</u>	<u>(113,314)</u>
Total Capital Assets Depreciated, Net	<u>1,186,164</u>	<u>835,523</u>	<u>(596,409)</u>	<u>1,425,278</u>
Governmental Activities Capital Assets	<u><u>\$ 6,189,692</u></u>	<u><u>\$ 7,702,829</u></u>	<u><u>\$ (4,638,017)</u></u>	<u><u>\$ 9,254,504</u></u>

Current year depreciation, \$43,942 is charged to physical environment.

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE F – LONG-TERM DEBT

The following is a summary of debt activity for the District for the year ended September 30, 2018:

\$55,750,000 Series 2013 Special Assessment Revenue Bonds due in annual installments beginning May 2014 and maturing May 2043 with interest at 5.125% due in May and November and starting in November 2013. Current portion is \$1,000,000.

\$ 49,960,000

In July 2017, the District entered into a construction funding agreement with the Developer to complete additional master improvements. The District intends to finance all or a portion of the additional master improvements through the use of proceeds from the sale of special assessment revenue bonds; however, as the District does not presently have funds available to provide for the additional master improvements, the Developer agreed to make available to the District such monies as are necessary to enable the District to proceed with such improvements. The District agreed to reimburse the Developer for all funding provided within forty-five days of receipt of sufficient bond proceeds. If the District does not or cannot issue bonds to provide the funds for the additional improvements within three years, the parties agreed such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

\$ 115,205

Long-term debt at October 1, 2017

\$ 50,915,000

 Note proceeds

115,205

 Principal payments

(955,000)

Long-term Debt at September 30, 2018

50,075,205

 Less bond discount, net

(858,292)

 Total long-term debt, September 30, 2018

\$ 49,216,913

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE F – LONG-TERM DEBT (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2018 are as follows:

Year Ending September 30,	Principal	Interest	Total
2019	\$ 1,000,000	\$ 2,560,450	\$ 3,560,450
2020	1,055,000	2,509,200	3,564,200
2021	1,110,000	2,455,132	3,565,132
2022	1,170,000	2,398,244	3,568,244
2023	1,235,000	2,338,282	3,573,282
2024-2028	7,255,000	10,669,740	17,924,740
2029-2033	9,385,000	8,603,082	17,988,082
2034-2038	12,120,000	5,931,676	18,051,676
2039-2043	15,630,000	2,484,342	18,114,342
Totals	<u>\$ 49,960,000</u>	<u>\$ 39,950,148</u>	<u>\$ 89,910,148</u>

Summary of Significant Bonds Resolution Terms and Covenants

The District levies special assessments pursuant to Section 190.022, Florida Statutes and the assessment rolls are approved by resolutions of the District Board. The collections are to be strictly accounted for and applied to the debt service of the bond series for which they were levied. The District covenants to levy special assessments in annual amounts adequate to provide for payment of principal and interest on the bonds. Payment of principal and interest is dependent on the money available in the debt service fund and the District's ability to collect special assessments levied.

The Bonds are subject to redemption at the option of the District and are also subject to extraordinary mandatory redemption prior to maturity as outlined in the Trust Indenture.

The bond indenture requires that the District maintain adequate funds in the reserve account to meet the debt service requirements as defined in the Trust Indenture. The District is in compliance with the requirements as of September 30, 2018.

	Reserve Balance	Reserve Requirement
Series 2013 Special Assessment Revenue Bonds	<u>\$ 3,551,197</u>	<u>\$ 3,551,197</u>

Greenway Improvement District
NOTES TO FINANCIAL STATEMENTS
September 30, 2018

NOTE G – INTERLOCAL AGREEMENTS

The District previously entered into an interlocal agreement related to cost sharing for certain infrastructure projects with Myrtle Creek Improvement District ("Myrtle Creek") and Boggy Creek Improvement District ("Boggy Creek"). These districts are related through a common developer. The agreement provides for the improvement to be constructed, acquired or otherwise provided by Boggy Creek and that Boggy Creek will be reimbursed for these costs from the District and Myrtle Creek. The projected costs related to the agreement total approximately \$33.8 million, with costs to be split 31.5% for Myrtle Creek, 32.5% for Boggy Creek and 36% for the District. The District, Myrtle Creek and Boggy Creek also previously entered into an agreement regarding interchange maintenance costs based on the same cost allocation.

NOTE H – ECONOMIC DEPENDENCY

A significant portion of the District's activity is dependent upon continued involvement of the Developer, the loss of which could have a material adverse effect on the District's operations. At September 30, 2018, the Developer owned a significant amount of the assessable property located within the District's boundaries.

NOTE I – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage to mitigate the risk of loss. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. The District has not filed any insurance claims in any of the previous three fiscal years.

NOTE J – SUBSEQUENT EVENT

Subsequent to year-end, the District issued \$24,000,000, Series 2018 Bond Anticipation Note.



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
Greenway Improvement District
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Greenway Improvement District, as of and for the year ended September 30, 2018, and the related notes to the financial statements, and have issued our report thereon dated April 22, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Greenway Improvement District's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Greenway Improvement District's internal control. Accordingly, we do not express an opinion on the effectiveness of Greenway Improvement District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants P.C.

To the Board of Supervisors
Greenway Improvement District

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Greenway Improvement District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants
Fort Pierce, Florida

April 22, 2019



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

MANAGEMENT LETTER

To the Board of Supervisors
Greenway Improvement District
Orlando, Florida

Report on the Financial Statements

We have audited the financial statements of the Greenway Improvement District as of and for the year ended September 30, 2018, and have issued our report thereon dated April 22, 2019.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 22, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding audit.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Greenway Improvement District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Greenway Improvement District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

Fort Pierce / Stuart

Member AICPA

Member AICPA Division For CPA Firms
Private Companies Practice Section

Member FICPA



To the Board of Supervisors
Greenway Improvement District

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Greenway Improvement District. It is management's responsibility to monitor the Greenway Improvement District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2018.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants P.C.
Fort Pierce, Florida

April 22, 2019



Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

**INDEPENDENT ACCOUNTANT'S REPORT/COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors
Greenway Improvement District
Orlando, Florida

We have examined Greenway Improvement District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2018. Management is responsible for Greenway Improvement District's compliance with those requirements. Our responsibility is to express an opinion on Greenway Improvement District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Greenway Improvement District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Greenway Improvement District's compliance with the specified requirements.

In our opinion, Greenway Improvement District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2018.

*Berger Toombs Elam
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

April 22, 2019

Fort Pierce / Stuart

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GREENEWAY IMPROVEMENT DISTRICT

**Requisition Nos. 651 – 653 Approved in April
2019 in an amount totaling \$998.00**

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 April 1, 2019 through April 30, 2019. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
651	Greeneway Improvement District	\$50.00
652	Dix.Hite + Partners	\$290.00
653	Hopping Green & Sams	\$658.00
		\$998.00

**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:** 651
- (B) **Name of Payee:** Greenway Improvement District
- (C) **Amount Payable:** \$50.00
- (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. Reimbursement to District for Nemours 6 FEMA LOMR Review Fee Paid from O&M Funds to City of Orlando – **\$50.00**
- (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

Date: 4.16.19 Chad Tinetti

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 - eff. J. Newton, P.E.

Date: 4/1/19

**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:** 652
- (B) **Name of Payee:** Dix Hite + Partners
- (C) **Amount Payable:** \$290.00
- (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 1903040 for Project 216464 (Nemours Pkwy Phase 7) Through 03/15/2019 – **\$290.00**
- (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.

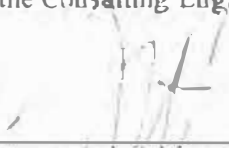
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Chad Tinehti

Date: 4/15/2019

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 [Signature]

Date: 4/15/19

**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:** 653
- (B) **Name of Payee:** Hopping Green & Sams
- (C) **Amount Payable:** \$658.00
- (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 106337 for Project Construction through 02/28/2019 – \$658.00
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

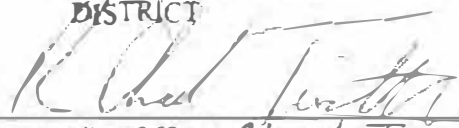
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against the 2013 Acquisition and Construction Account,
- 3. each disbursement set forth above was incurred in connection with the acquisition of the 2013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

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

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

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

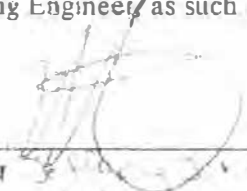
**GREENWAY IMPROVEMENT
DISTRICT**


Responsible Officer Chad Tinetti

Date 4/15/2019

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

Date 4/8/19

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in April 2019 in an amount totaling \$72,805.11**

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 April 1, 2019 through April 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$72,805.11**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

5/7/19
4:07:40 PM

Greeneway Improvement District
AP Check Register (Current by Bank)
Check Dates: 4/1/2019 to 4/30/2019

Page: 1

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
2709	04/24/19	V	4/24/19 VALLEY	BrightView Landscape Services	<i>check lost in mail</i> (\$6,601.50)
**2717	04/02/19	P	ORLS	Orlando Sentinel	\$196.25
2718	04/02/19	P	RECCF	Royal Electric Co of Central F	\$3,700.00
2719	04/24/19	P	AAIKIN	Amanda Aikins	\$200.00
2720	04/24/19	P	BERMAN	Berman Construction LLC	\$3,000.00
2721	04/24/19	P	VALLEY	BrightView Landscape Services	\$27,730.85
2722	04/24/19	P	DONMC	Donald W. McIntosh Associates	\$783.50
2723	04/24/19	P	FISH	Fishkind & Associates, Inc.	\$19.69
2724	04/24/19	P	FLMULC	Florida Mulch, Inc.	\$12,343.20
2725	04/24/19	P	HGS	Hopping Green & Sams	\$2,085.98
2726	04/24/19	P	MLM	Michael's Lighting & Electric	\$81.25
2727	04/24/19	P	ORLS	Orlando Sentinel	\$1,250.02
2728	04/24/19	P	RLEVEY	Richard Levey	\$200.00
2729	04/24/19	P	TRUSTE	US Bank as Trustee for Greenew	<i>Cost service</i> \$16,066.27
2730	04/24/19	P	VENTUR	VenturesIn.com, Inc.	\$105.00
2731	04/24/19	P	VALLEY	BrightView Landscape Services	<i>check re-cut to vendor</i> (\$6,601.50)
BANK SUN REGISTER TOTAL:					\$67,762.01
GRAND TOTAL :					\$67,762.01

DS
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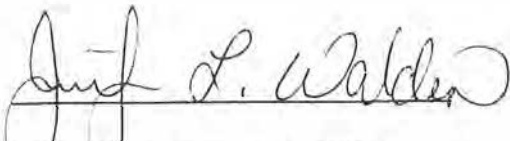
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GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #385

3/29/2019

Item No.	Payee	Invoice Number	General Fund
1	Orlando Sentinel Legal Advertising (Ad 6164475 ; Reference OSC5025534)	005025534000	\$ 196.25
2	Royal Electric Co of Central Florida Installation of New Transformer	17087	\$ 3,700.00
TOTAL			\$ 3,896.25


Secretary/Assistant Secretary

Chairperson


3/30/19

RECEIVED MAR 30 2019

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #386

4/5/2019

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction Sign Pressure Washing	4610	\$ 3,000.00
2	Boggy Creek Improvement District March ICM Expenses <i>pd online 4/23/19</i>	ICM2019-06	\$ 9,573.91
3	BrightView Landscape Services April Landscape Services Controller #21 Replacement and Conversion Controller #22 Repairs (Zones 4, 10, 15) Controller #27 Repairs (Zone 18) Controller #19 Repairs Irrigation Repairs	6253202 6257890 6257894 6257899 6257910 6257911	\$ 20,651.25 \$ 5,548.60 \$ 220.50 \$ 725.00 \$ 273.50 \$ 255.00
4	Hopping Green & Sams General Counsel Through 02/28/2019	106336	\$ 2,085.98
5	Michael's Lighting & Electric Night Lighting Check on 03/30/2019	8771	\$ 81.25
6	Orlando Sentinel Legal Advertising (Ad 6201322 Reference OSC5370517)	005370517000	\$ 1,250.02
7	OUC <i>pd online 4/16/19</i> Acct 8795843030 Service 03/01/2019 - 04/02/2019	—	\$ 11,535.46
8	VenturesIn.com April Application Hosting	44435	\$ 105.00
TOTAL			\$ 55,305.47

[Signature]

Secretary/Assistant Secretary

Chairperson


Jay [Signature]
4/7/19

GREENWAY IMPROVEMENT DISTRICT

Payment Authorization #387

4/17/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services Lateral Line Repairs	6271555	\$ 57.00
2	Donald W McIntosh Associates Engineering Services Through 03/22/2019	36469	\$ 783.50
3	Fishkind & Associates Conference Call Reimbursables	24465	\$ 19.69
4	Florida Mulch Mulch Installation	105582	\$ 12,343.20
5	Supervisor Fees - 04/16/2019 Meeting Amanda Aikins Richard Levey	-- --	\$ 200.00 \$ 200.00
TOTAL			\$ 13,603.39


Secretary/Assistant Secretary

Chairperson


4/18/19

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: Additional Sketch & Description for Temporary Drainage Easement

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

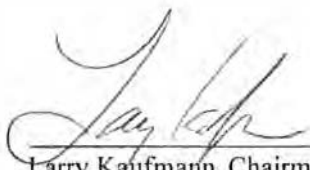
Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 600.00

Recommendation: ☒ Approve ☐ Deny

By:

 5/19/11

Larry Kaufmann, Chairman
Boggy Creek Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton
Lynne Mullins



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

May 13, 2019

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

Subject: Nemours Parkway Phase 7
Additional Sketch of Description for Temporary Drainage Easement
DWMA Job No. 18129(017)

Dear Mr. Levey:

CIVIL ENGINEERS

LAND PLANNING

SURVEYORS

As requested, Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this work authorization to provide professional surveying services to Greenway Improvement District ("CLIENT") for an additional sketch of description for a temporary drainage easement document being prepared by others for Nemours Parkway Phase 7 ("Project"). All terms and conditions will remain as set forth in our Agreement for Engineering Services with Greenway Improvement District dated August 11, 2003.

PROFESSIONAL SURVEYING & MAPPING

A.	NEMOURS PARKWAY PHASE 7 ADDITIONAL SKETCH OF DESCRIPTION FOR DRAINAGE EASEMENT – Preparation of additional sketch of description for temporary drainage easement document being prepared by others.	033	\$600.00
	TOTAL		\$600.00

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

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<http://www.dwma.com>



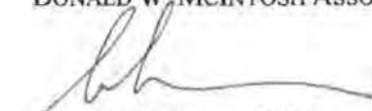
Greenway Improvement District
Nemours Parkway Phase 7
Additional Sketch of Description for Temporary Drainage Easement
DWMA Job No. 18129 (017)
May 13, 2019
Page 2 of 2

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.

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.



Scott E. Grossman, PSM
Sr. Vice-President

APPROVED AND ACCEPTED

[Signature]

Authorized Representative of
Greenway 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.

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DONALD W. MCINTOSH Associates, Inc.
2300 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 844-4068 • FAX (407) 844-8318

GREENEWAY IMPROVEMENT DISTRICT

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

Greenway Improvement District
Statement of Activities
As of 4/30/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
Revenues					
On-Roll Assessments	\$370,698.11				\$370,698.11
Off-Roll Assessments	309,738.93				309,738.93
Inter-Fund Transfers In	3,650.62				3,650.62
On-Roll Assessments		\$1,666,122.14			1,666,122.14
Other Assessments		1,739,598.94			1,739,598.94
Other Income & Other Financing Sources		109,068.89			109,068.89
Inter-Fund Group Transfers In		8,790.49			8,790.49
Debt Proceeds		38,260.87			38,260.87
Other Income & Other Financing Sources			\$1254,292.37		1,254,292.37
Inter-Fund Transfers In			(12,441.11)		(12,441.11)
Debt Proceeds			310,000.00		310,000.00
Total Revenues	\$684,087.66	\$3,581,841.33	\$1,551,851.26	\$0.00	\$5,817,780.25
Expenses					
Supervisor Fees	\$2,600.00				2,600.00
Public Officials' Liability Insurance	2,244.00				2,244.00
Trustee Services	2,199.90				2,199.90
Management	23,333.31				23,333.31
Engineering	4,356.50				4,356.50
Dissemination Agent	1,250.00				1,250.00
Property Appraiser	1,672.00				1,672.00
District Counsel	10,483.23				10,483.23
Assessment Administration	7,500.00				7,500.00
Travel and Per Diem	769.00				769.00
Telephone	169.95				169.95
Postage & Shipping	111.29				111.29
Copies	744.00				744.00
Legal Advertising	2,827.52				2,827.52
Miscellaneous	327.00				327.00
Property Taxes	477.29				477.29
Web Site Maintenance	735.00				735.00
Dues, Licenses, and Fees	175.00				175.00
Electric	3,804.41				3,804.41
Water Reclaimed	22,593.01				22,593.01
General Insurance	2,525.00				2,525.00
Property & Casualty	5,987.00				5,987.00
Irrigation	24,868.81				24,868.81
Landscaping Maintenance & Material	126,599.25				126,599.25
Flower & Plant Replacement	64,326.70				64,326.70
Contingency	3,700.00				3,700.00
IME - Aquatics Maintenance	2,104.20				2,104.20
IME - Irrigation	3,030.60				3,030.60
IME - Landscaping	45,604.80				45,604.80
IME - Lighting	1,912.30				1,912.30
IME - Miscellaneous	1,526.76				1,526.76
IME - Water Reclaimed	556.42				556.42
Entry and Wall Maintenance	3,000.00				3,000.00
Streetlights	44,621.49				44,621.49
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			152,122.53		152,122.53
District Counsel			46,666.00		46,666.00
Trustee Counsel			6,500.00		6,500.00
Bond Counsel			31,000.00		31,000.00
Legal Advertising			379.82		379.82
Contingency			3,791,948.81		3,791,948.81
Total Expenses	\$417,757.34	\$1,280,225.00	\$4,230,617.16	\$0.00	\$5,928,599.50
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	\$4,749.10				\$4,749.10
Interest Income		\$6,423.14			6,423.14
Interest Income			\$2,251.34		2,251.34
Total Other Revenues (Expenses) & Gains (Losses)	\$4,749.10	\$6,423.14	\$2,251.34	\$0.00	\$13,423.58
Change In Net Assets	\$271,079.42	\$2,308,039.47	(\$2,676,514.56)	\$0.00	(\$97,395.67)
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	\$308,140.55	\$6,281,385.57	(\$870,617.56)	\$0.00	\$5,718,908.56

Greenway Improvement District
Statement of Financial Position
As of 4/30/2019

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$289,976.13				\$289,976.13
State Board of Administration	1,484.89				1,484.89
Deposits	1,100.00				1,100.00
Infrastructure Capital Reserve	9,779.23				9,779.23
Interchange Maintenance Reserve	12,622.02				12,622.02
Due From Other Funds		\$16,066.27			16,066.27
Debt Service Reserve (Series 2013)		3,551,196.88			3,551,196.88
Debt Service Reserve (Series 2018)		147,329.76			147,329.76
Revenue (Series 2013)		268,279.42			268,279.42
Interest (Series 2013)		1,280,225.00			1,280,225.00
Interest (Series 2018)		14,986.25			14,986.25
Prepayment (Series 2013)		3,301.99			3,301.99
Sinking Fund (Series 2013)		1,000,000.00			1,000,000.00
General Checking Account			\$7,072.03		7,072.03
Acquisition/Construction (Series 2013)			8,262.84		8,262.84
Acquisition/Construction (Series 2018)			71,452.07		71,452.07
Total Current Assets	\$314,962.27	\$6,281,385.57	\$86,786.94	\$0.00	\$6,683,134.78
<u>Investments</u>					
Amount Available in Debt Service Funds				\$6,265,319.30	\$6,265,319.30
Amount To Be Provided				43,694,680.70	43,694,680.70
Total Investments	\$0.00	\$0.00	\$0.00	\$49,960,000.00	\$49,960,000.00
Total Assets	\$314,962.27	\$6,281,385.57	\$86,786.94	\$49,960,000.00	\$56,643,134.78
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$4,257.58				\$4,257.58
Due To Other Governmental Units	2,564.14				2,564.14
Accounts Payable			\$456,404.06		456,404.06
Retainage Payable			501,000.44		501,000.44
Total Current Liabilities	\$6,821.72	\$0.00	\$957,404.50	\$0.00	\$964,226.22
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$49,960,000.00	\$49,960,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$49,960,000.00	\$49,960,000.00
Total Liabilities	\$6,821.72	\$0.00	\$957,404.50	\$49,960,000.00	\$50,924,226.22
<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	267,428.80				267,428.80
Net Assets, Unrestricted		\$3,973,346.10			3,973,346.10
Current Year Net Assets, Unrestricted		2,308,039.47			2,308,039.47
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			(2,676,514.56)		(2,676,514.56)
Net Assets - General Government			9,713,374.18		9,713,374.18
Total Net Assets	\$308,140.55	\$6,281,385.57	(\$870,617.56)	\$0.00	\$5,718,908.56
Total Liabilities and Net Assets	\$314,962.27	\$6,281,385.57	\$86,786.94	\$49,960,000.00	\$56,643,134.78

Greenway Improvement District
Budget to Actual
For the Month Ending 04/30/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 370,698.11	\$ 270,645.66	\$ 100,052.45	\$ 463,963.98
Off-Roll Assessments	309,738.93	208,061.57	101,677.36	356,676.97
Net Revenues	\$ 680,437.04	\$ 478,707.23	\$ 201,729.81	\$ 820,640.95
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 2,600.00	\$ 4,200.00	\$ (1,600.00)	\$ 7,200.00
Financial & Administrative				
Public Officials' Liability Insurance	2,244.00	1,458.33	785.67	2,500.00
Trustee Services	2,199.90	1,458.33	741.57	2,500.00
Management	23,333.31	23,333.33	(0.02)	40,000.00
Engineering	4,356.50	5,833.33	(1,476.83)	10,000.00
Dissemination Agent	1,250.00	2,916.67	(1,666.67)	5,000.00
Property Appraiser	1,672.00	875.00	797.00	1,500.00
District Counsel	10,483.23	12,833.33	(2,350.10)	22,000.00
Assessment Administration	7,500.00	4,375.00	3,125.00	7,500.00
Audit	-	3,208.33	(3,208.33)	5,500.00
Travel and Per Diem	76.90	87.50	(10.60)	150.00
Telephone	169.95	291.67	(121.72)	500.00
Postage & Shipping	111.29	291.67	(180.38)	500.00
Copies	744.00	1,166.67	(422.67)	2,000.00
Legal Advertising	2,827.52	2,216.67	610.85	3,800.00
Bank Fees	-	29.17	(29.17)	50.00
Miscellaneous	32.70	1,458.33	(1,425.63)	2,500.00
Property Taxes	477.29	875.00	(397.71)	1,500.00
Web Site Maintenance	735.00	729.17	5.83	1,250.00
Dues, Licenses, and Fees	175.00	102.08	72.92	175.00
Total General & Administrative Expenses	\$ 60,988.59	\$ 67,739.58	\$ (6,750.99)	\$ 116,125.00

Greenway Improvement District
 Budget to Actual
 For the Month Ending 04/30/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ 3,804.41	\$ 2,916.67	\$ 887.74	\$ 5,000.00
Water-Sewer Combination Services				
Water Reclaimed	22,593.01	11,666.67	10,926.34	20,000.00
Other Physical Environment				
General Insurance	2,525.00	1,750.00	775.00	3,000.00
Property & Casualty Insurance	5,987.00	-	5,987.00	-
Other Insurance	-	437.50	(437.50)	750.00
Irrigation	24,868.81	17,500.00	7,368.81	30,000.00
Landscaping Maintenance & Material	126,599.25	133,371.00	(6,771.75)	228,636.00
Other Landscape Maintenance	-	23,333.33	(23,333.33)	40,000.00
Landscape Improvements	64,326.70	29,166.67	35,160.03	50,000.00
Contingency	3,700.00	10,274.83	(6,574.83)	17,614.00
Hurricane Cleanup	-	2,916.67	(2,916.67)	5,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	2,104.20	2,226.00	(121.80)	3,816.00
IME - Irrigation	3,038.60	21,000.00	(17,961.40)	36,000.00
IME - Landscaping	45,604.80	51,481.08	(5,876.28)	88,253.28
IME - Lighting	1,912.30	11,666.67	(9,754.37)	20,000.00
IME - Miscellaneous	1,526.76	-	1,526.76	-
IME - Water Reclaimed	556.42	2,100.00	(1,543.58)	3,600.00
Road & Street Facilities				
Entry and Wall Maintenance	3,000.00	1,750.00	1,250.00	3,000.00
Hardscape Maintenance	-	1,750.00	(1,750.00)	3,000.00
Streetlights	44,621.49	58,333.33	(13,711.84)	100,000.00
Accent Lighting	-	1,166.67	(1,166.67)	2,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	11,666.67	(11,666.67)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	12,950.00	(12,950.00)	22,200.00
Interchange Maintenance Reserve	-	1,835.56	(1,835.56)	3,146.67
Total Field Operations Expenses	\$ 356,768.75	\$ 411,259.32	\$ (54,490.57)	\$ 705,015.95
Total Expenses	\$ 417,757.34	\$ 478,998.90	\$ (61,241.56)	\$ 821,140.95
Income (Loss) from Operations	\$ 262,679.70	\$ (291.67)	\$ 262,971.37	\$ (500.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 4,749.10	\$ 291.67	\$ 4,457.43	\$ 500.00
Total Other Income (Expense)	\$ 4,749.10	\$ 291.67	\$ 4,457.43	\$ 500.00
Net Income (Loss)	\$ 267,428.80	\$ -	\$ 267,428.80	\$ -

Greeneway Improvement District
Budget to Actual
For the Month Ending 04/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	YTD Actual
<u>Revenues</u>								
On-Roll Assessments	\$ -	\$ 5,260.99	\$ 250,152.35	\$ 28,443.42	\$ 24,988.36	\$ 58,357.19	\$ 3,495.80	\$ 370,698.11
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	\$ 58,357.19	\$ 3,495.80	\$ 680,437.04
<u>General & Administrative Expenses</u>								
Legislative								
Supervisor Fees	\$ 200.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 2,600.00
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	3,333.33	3,333.33	23,333.31
Engineering	-	806.00	887.00	648.50	633.50	598.00	783.50	4,356.50
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	2,639.60	2,085.98	10,483.23
Assessment Administration	7,500.00	-	-	-	-	-	-	7,500.00
Audit	-	-	-	-	-	-	-	-
Travel and Per Diem	-	30.28	18.32	9.22	14.44	4.64	-	76.90
Telephone	-	93.61	19.47	6.49	30.69	-	19.69	169.95
Postage & Shipping	-	15.80	34.19	24.77	13.12	23.41	-	111.29
Copies	-	27.00	292.50	115.50	165.00	144.00	-	744.00
Legal Advertising	252.50	388.75	-	181.25	181.25	377.50	1,446.27	2,827.52
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	105.00	105.00	735.00
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	\$ 7,625.48	\$ 8,173.77	\$ 60,988.59

Greenway Improvement District

Budget to Actual

For the Month Ending 04/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	YTD Actual
Field Operations								
Electric Utility Services								
Electric	\$ -	\$ -	\$ 1,144.75	\$ 575.01	\$ 837.57	\$ 596.06	\$ 851.02	\$ 3,804.41
Water-Sewer Combination Services								
Water Reclaimed	-	-	4,365.69	6,770.97	4,270.91	3,556.22	3,627.22	22,593.01
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	5,150.00	7,807.60	24,868.81
Landscaping Maintenance & Material	16,660.25	16,660.25	16,660.25	16,660.25	16,660.25	22,646.75	20,651.25	126,599.25
Tree Trimming	-	-	-	-	-	-	-	-
Flower & Plant Replacement	-	2,614.40	39,477.90	-	6,184.20	1,707.00	12,343.20	64,326.70
Contingency	-	-	-	-	-	3,700.00	-	3,700.00
Hurricane Cleanup	-	-	-	-	-	-	-	-
Interchange Maintenance Expenses								
IME - Aquatics Maintenance	-	601.20	300.60	300.60	300.60	300.60	300.60	2,104.20
IME - Irrigation	-	-	10.80	591.55	336.15	-	2,100.10	3,038.60
IME - Landscaping	7,354.44	7,354.44	7,394.44	7,354.44	7,354.44	8,832.60	-	45,604.80
IME - Lighting	98.28	262.47	200.73	105.66	756.27	409.41	79.48	1,912.30
IME - Miscellaneous	-	-	1,265.76	261.00	-	-	-	1,526.76
IME - Water Reclaimed	-	95.39	142.08	92.90	110.79	31.30	83.96	556.42
Road & Street Facilities								
Entry and Wall Maintenance	-	-	-	-	-	-	3,000.00	3,000.00
Hardscape Maintenance	-	-	-	-	-	-	-	-
Streetlights	330.50	511.25	15,986.97	6,885.28	6,892.32	6,876.70	7,138.47	44,621.49
Accent Lighting	-	-	-	-	-	-	-	-
Parks & Recreation								
Personnel Leasing Agreement	-	-	-	-	-	-	-	-
Reserves								
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-
Total Field Operations Expenses	<u>\$ 28,209.97</u>	<u>\$ 35,794.40</u>	<u>\$ 92,810.68</u>	<u>\$ 40,736.66</u>	<u>\$ 47,425.50</u>	<u>\$ 53,808.64</u>	<u>\$ 57,982.90</u>	<u>\$ 356,768.75</u>
Total Expenses	<u>\$ 44,219.70</u>	<u>\$ 43,176.16</u>	<u>\$ 99,241.59</u>	<u>\$ 47,549.72</u>	<u>\$ 55,979.38</u>	<u>\$ 61,434.12</u>	<u>\$ 66,156.67</u>	<u>\$ 417,757.34</u>
Income (Loss) from Operations	<u>\$ (44,219.70)</u>	<u>\$ 168,577.85</u>	<u>\$ 150,910.76</u>	<u>\$ (18,828.54)</u>	<u>\$ 71,977.13</u>	<u>\$ (3,076.93)</u>	<u>\$ (62,660.87)</u>	<u>\$ 262,679.70</u>
Other Income (Expense)								
Interest Income	\$ 5.89	\$ 5.74	\$ 677.65	\$ 13.22	\$ 5.46	\$ 4,027.69	\$ 13.45	\$ 4,749.10
Total Other Income (Expense)	<u>\$ 5.89</u>	<u>\$ 5.74</u>	<u>\$ 677.65</u>	<u>\$ 13.22</u>	<u>\$ 5.46</u>	<u>\$ 4,027.69</u>	<u>\$ 13.45</u>	<u>\$ 4,749.10</u>
Net Income (Loss)	<u><u>\$ (44,213.81)</u></u>	<u><u>\$ 168,583.59</u></u>	<u><u>\$ 151,588.41</u></u>	<u><u>\$ (18,815.32)</u></u>	<u><u>\$ 71,982.59</u></u>	<u><u>\$ 950.76</u></u>	<u><u>\$ (62,647.42)</u></u>	<u><u>\$ 267,428.80</u></u>

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

Amount

Series 2013 Bond Issue	
Original Construction Fund	\$ 48,700,000.00
Additions (Interest, Transfers from DSR, etc.)	564,691.12
Cumulative Draws Through Prior Month	(49,262,874.30)
	=====
Construction Funds Available	\$ 1,816.82
Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Series 2013 Construction Funds Remaining	\$ 1,816.82

Series 2018 Bond Issue		\$ 24,000,000.00
Additions (Interest, Transfers from DSR, etc.)		71,452.07
Cumulative Draws Through Prior Month		(1,254,292.37)
Requisitions This Month		
Requisition S2018-009: Dix.Hite + Partners	\$	(2,914.00)
Requisition S2018-010: DeWitt Excavation		(15,048.01)
		=====
Total Requisitions This Month	\$	(17,962.01)
Series 2018 Construction Funds Remaining		\$ 22,799,197.69

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	(124,737.52)
Lake Nona Nemours Parkway Phase 7 - Jr. Davis	(3,626,730.54)
	=====

Total Current Committed Funding **\$ (4,040,490.67)**

Upcoming Committed Funding

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

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

Total Committed Funding **\$ (4,627,302.81)**

Net Uncommitted	18,173,711.70
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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	-	-	330,302.13	(325,886.77)	358,137.79
4/1/2019	358,137.79	-	-	27,311.22	(95,472.88)	289,976.13
5/1/2019	289,976.13	-	-	-	-	289,976.13 as of 05/07/2019
FY 19 Totals		33,166.90	(32,216.12)	2,386,441.25	(2,101,915.66)	

As of 05/07/2019