

Greeneway Improvement District

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

www.greenewayid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Greeneway Improvement District ("District"), scheduled to be held at **5:30 p.m. on Tuesday, August 20, 2019 at Lake Nona Lakehouse, 13623 Sachs Avenue, 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 June 18, 2019 Board of Supervisors' Meeting**

Business Matters

2. **Consideration of Recommendation of Construction Committee for Professional Structural Engineering Services**
3. **Consideration of District Website/ADA Auditing Services Proposals**
 - a. **ADA Site Compliance**
 - b. **Campus Suite**
 - c. **Community XS**
 - d. **V Global Tech**
4. **Public Hearing on the Adoption of the District's Annual Budget**
 - a. **Public Comments and Testimony**
 - b. **Board Comments**
 - c. **Consideration of Resolution 2019-07, Adopting the Fiscal Year 2020 Budget and Appropriating Funds**
5. **Public Hearing on the Imposition of Special Assessments**
 - a. **Public Comments and Testimony**
 - b. **Board Comments**
 - c. **Consideration of Resolution 2019-08, Imposing Special Assessments and Certifying an Assessment Roll**
6. **Ratification of Requisition Nos. 658 & 2018-15 – 2018-17 Approved in June 2019 in an amount totaling \$126,615.40**
7. **Ratification of Requisition Nos. 659 – 662 & 2018-18 – 23 Approved in July 2019 in an amount totaling \$380,937.66**
8. **Ratification of Operation and Maintenance Expenditures Paid in June 2019 in an amount totaling \$65,558.87**
9. **Ratification of Operation and Maintenance Expenditures Paid in July 2019 in an amount totaling \$61,239.30**
10. **Recommendation of Work Authorizations/Proposed Services (if applicable)**



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

Other Business

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

Adjournment



GREENEWAY IMPROVEMENT DISTRICT

**Minutes of the June 18, 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, June 18, 2019 at 3:00 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Members listed below constituted a quorum.

Richard Levey
Chad Tinetti
Alex Figuero

Chair
Vice-Chair
Assistant Secretary

Also attending:

Jennifer Walden
Lynne Mullins
Jeff Newton
Larry Kaufmann
Stephen Flint
Tucker Mackie

PFM
PFM
Donald W. McIntosh Associates
Construction Supervisor
Tavistock Development
Hopping Green & Sams (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

**Consideration of Minutes of
the May 21, 2019 Board of
Supervisors' Meeting**

Board Members reviewed the minutes from the May 21, 2019 Board of Supervisors' Meeting.

On Motion by Mr. Tinetti, second by Mr. Figuero, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the minutes of the May 21, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Ratification of Release and
Termination of Temporary
Construction and Access
Easement Agreement**

Ms. Mackie stated this is a ratification item in connection with the acquisition of Nemours Parkway Phase 7 which the Board approved at last month's meeting. This makes for a smoother transition of the right-of-way to the City via final plat.

On Motion by Mr. Tinetti, second by Mr. Figuero, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Release and Termination of Temporary Construction and Access Easement Agreement.

FIFTH ORDER OF BUSINESS

Consideration of Request for Qualifications for Professional Structural Engineering Services

Mr. Newton stated there are two areas of Centerline Drive that the Board previously authorized McIntosh to design. These areas are going to need bridges or box culverts requiring a structural engineer to assist with the design. The total cost of these projects will exceed the statutory threshold requiring that the District bid it so we are asking to advertise for an RFQ similar to other disciplines we have done in the past. He added that with this process it will provide a ranked list. Mr. Tinetti asked why on the ranking sheet there is no mention of time or cost. Mr. Newton replied there is not currently a clearly defined scope of work for the projects so the consultants submitting cannot estimate time or cost. This process asks for their qualifications for structural engineering and then when the project is ready to proceed, the District will have a list of structural engineers from which they can choose. Ms. Mackie added that the District would go into negotiations with the top ranked bidder but if negotiations were not successful the District would be able to move down the list until they were successful. Discussion ensued regarding the wording for the RFQ ad and the evaluation criteria. Mr. Levey suggested changing the evaluation criteria to change the Personnel criteria to Company criteria and adding into the description of Company criteria designation as a certified minority business enterprise and the geographic location of the firm's office. He also suggested removing the verbiage for Lake Nona or other Community Development Districts under the Experience criteria.

On Motion by Mr. Tinetti, second by Mr. Figuero, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Request for Qualifications for Professional Structural Engineering Services subject to the Chairman reviewing and approving the final changes on the verbiage for the Evaluation Criteria as discussed.

SIXTH ORDER OF BUSINESS

Ratification of Requisition Nos. 654 – 657 & 2018-06 – 2018-14 Approved in May 2019 in an amount totaling \$1,369,619.47

Board Members reviewed Requisition Nos. 654 – 657 & 2018-06 – 2018-14 approved in May 2019 in an amount totaling \$1,369,619.47. Ms. Walden noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Tinetti, second by Mr. Figuero, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified Requisition Nos. 654– 657 & 2018-06 – 2018-14 approved in May 2019 in an amount totaling \$1,369,619.47.

SEVENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in May 2019 in the amount totaling \$78,309.60

Board Members reviewed the Operation & Maintenance expenditures paid in May 2019 in the amount totaling \$78,309.60. Ms. Waiden noted that these have already been approved and paid and just need to be ratified by the Board.

On Motion by Mr. Tinetti, second by Mr. Figuero, with all in favor, the Board of Supervisors for the Greenway Improvement District ratified the Operation and Maintenance expenditures paid in May 2019 in the amount totaling \$78,309.60.

EIGHTH ORDER OF BUSINESS

Recommendation of Work Authorizations/Proposed Services

Mr. Kaufmann presented the work authorization from Central Florida Locating, Inc. for underground locates for new monuments in the amount of \$2,042.50.

Mr. Kaufmann presented the second work authorization from Donald W. McIntosh Associates, Inc. for additional services for topo and S&D for new irrigation connection and additional design for additional handicap ramp construction for Nemours Parkway Phase 1 in the amount of \$12,825.00.

On Motion by Mr. Tinetti, second by Mr. Figuero, with all in favor, the Board of Supervisors for the Greenway Improvement District approved the Work Authorization from Central Florida Locating, Inc. in the amount of \$2,042.50 and Donald W. McIntosh Associates, Inc. in the amount of \$12,825.00.

NINTH ORDER OF BUSINESS

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

Ms. Walden stated that no action is required. District staff is continuing to monitor the cash flow situation and the expenses each month.

TENTH ORDER OF BUSINESS

Staff Reports

- District Counsel –

No report.
- District Manager –

Ms. Walden noted that the next meeting is Tuesday, July 16, 2019.
- District Engineer –

Mr. Newton circulated the Construction Contract Status Memorandum (Minutes Exhibit A). Regarding Nemours Parkway Phase 6, the quad culvert erosion repair should start this week.

Nemours Parkway Phase 7 is complete and the first lift of asphalt is awaiting completion of acceptable sanitary and storm video inspections.

Lake Nona Kellogg Avenue Extension is complete and District staff is working on release of retainage.

Construction Supervisor – No Report

ELEVENTH 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 Mr. Tinetti, second by Mr. Figuero, with all in favor, the June 18, 2019 Meeting of the Board of Supervisors for the Greenway Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair



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

MEMORANDUM

EXHIBIT A

DATE: June 18, 2019

TO: Greeneway 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: Contractor intends to commence work on the quad culvert erosion repair on or about June 20, 2019. The repair should be completed within 2-3 weeks of commencement.

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. Video inspection of the sanitary sewers is ongoing and anticipated to be finalized by the end of June. Video inspection of the storm sewers has been completed but not yet submitted for review. Contractor has completed installation of curb and gutter and lime rock base. Application of prime coat is complete and the first lift of asphalt is awaiting completion of acceptable sanitary and storm video inspections.

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.dwma.com>

**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 | |
| <u>4</u> | 5/20/2019 | Erosion repair and expanded protection at the north and south ends of the quad 36" culverts | 0 | \$ 77,713.83 | Approved | \$ 2,214,860.85 | 5/21/2019 | 5/21/2019 | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

**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 | |
| 2 | 5/20/2019 | Add sanitary and reclaim service laterals intended to serve the Nemours Children's Hospital. | | \$ 12,879.00 | Approved | \$ 6,486,601.75 | 5/21/2019 | 5/21/2019 | |
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**LAKE NONA SOUTH
Greenway Improvement District
Kellogg Avenue Extension
Change Order Log
Dewitt Excavating**

| C.O. # | Date | Description of Revision | Additional Days | Amount | Status | New Contract Amount Original Contract Date | To Board | Approval Date | Notes |
|--------|------------|---|-----------------|---------------|----------|---|------------|---------------|-------|
| | | | | | | \$1,797,324.58 | | | |
| 1 | 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 | |
| 2 | 8/1/2018 | Add days to contract due to weather | 8 | \$0.00 | Approved | \$2,027,824.58 | 8/23/2018 | 8/23/2018 | |
| 3 | 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 | Approved | \$1,989,172.01 | 3/19/2019 | 3/19/2019 | |

GREENEWAY IMPROVEMENT DISTRICT

**Recommendation of Construction Committee for
Professional Structural Engineering Services**

GREENWAY IMPROVEMENT DISTRICT

Recommended Ranking of Structural Engineers

8/20/19

| | Personnel | Experience | Understanding Scope of Work | Total | Recommended Ranking |
|---------------------------------|------------------|------------|--------------------------------|-------|------------------------|
| | Available Points | | | | |
| | 25 | 40 | 35 | 100 | |
| | Awarded Points | | | | |
| AVCON | 25 | 40 | 35 | 100 | 1 |
| Florida Bridge & Transportation | 23 | 40 | 35 | 98 | 2 |
| McLaren | 23 | 40 | 20 | 83 | 3 |

GREENEWAY IMPROVEMENT DISTRICT

EVALUATION CRITERIA **PROFESSIONAL STRUCTURAL ENGINEERING SERVICES** **●rlando, Florida**

1. Personnel (25 Points)

Adequacy and capabilities of key personnel, including the principals, project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels; etc.

2. Experience (40 Points)

Past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for Lake Nona or other Community Development Districts in other contracts; character, integrity, reputation of respondent, etc.

3. Understanding Scope of Work (35 Points)

Does the proposal demonstrate an understanding of the District's needs for the services requested?

Total Points (100 Points)

GREENEWAY IMPROVEMENT DISTRICT

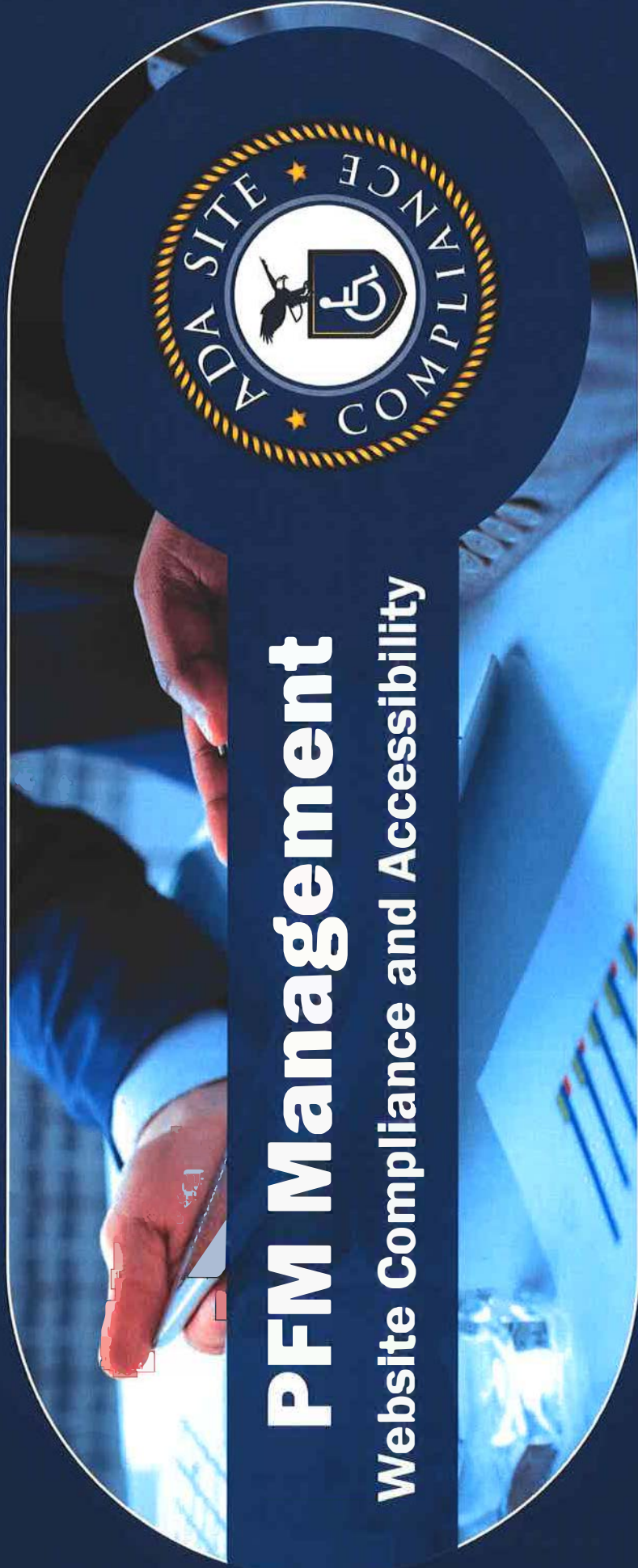
**District Website/ADA Auditing
Service Proposals**

District Website/ADA Auditing Services Proposals Overview

| Vendor | Website Conversion | Monthly Website Fee | Yearly ADA Auditing Services Fee | Monthly Email Fee | Additional Costs | Notes |
|---------------------|--------------------|---------------------|----------------------------------|-------------------|---|---|
| ADA Site Compliance | \$3,200 | | | \$75 | PDFs - \$99 (covers 2 years then cost per pg) | Year 2 changes to \$1,500 for maint and ADA |
| Campus Suite | \$2,325 | \$50 | \$937.50 | free service | Remediation of \$1.05/pg after max of 750 pgs | Year 2 ADA changes to \$1,552.52 |
| Community XS | current provider | \$80 | \$960 | \$25 | Remediation of pdf docs - \$10 per page | |
| V Global Tech | \$1,750 | \$125 | \$1,200 | incl. | | |

GREENEWAY IMPROVEMENT DISTRICT

ADA Site Compliance



PFM Management

Website Compliance and Accessibility

A Sampling of Our Clients



Dear PFM Management Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's bestknown brands. We're confident that our expertise in website and PDF accessibility makes us the right choice for PFM Management.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team

Experience Counts

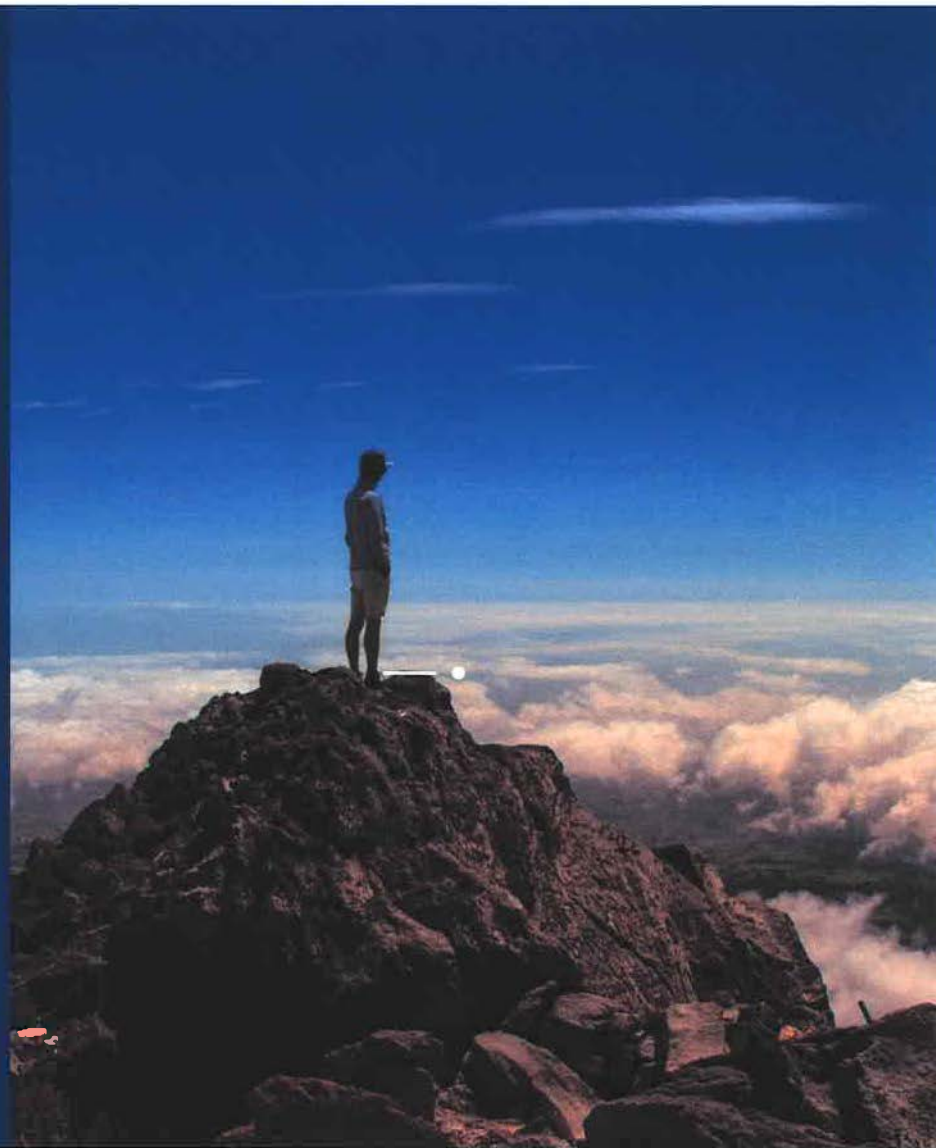


ADASC is proud to be the trusted partner of 200+ Florida CDDs, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- ✓ Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- ✓ Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

We are happy to provide you with references upon request

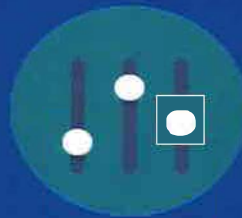


Phase 1: Risk-Mitigation



Compliance Shield

A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.



Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.



Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.

Your New, Accessible & Compliant Website

Phase 2

Migration of All Content

Our technical team migrates your current content to a brand new website built to be accessible and compliant.

Phase 3

Quality Assurance

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.



Creation of a New, Compliant & Accessible Website



\$2,900 (year 1) * Migration of current site content to new, ADA-compliant format

* PFM Management owns 100% of the website

* No annual fee in year one

\$1,500 (annually) - Continued accessibility and ongoing compliance support as standards change

Includes:

* Two hours of annual consulting

* Quarterly tech audit reports for ongoing maintenance

* Customized Accessibility Policy

* ADASC Compliance Shield





PDFs (optional)

\$99 for two years of PDF conversion to text/HTML format

Conversion will improve PDF accessibility

Complex document remediation starts at \$1.00

Template creation available to reduce future costs

Hosting (optional)

\$300 per year

Includes the following premium features:

- Active firewall
- Virus protection
- SSL certificate
- Daily file and database backup
- Disaster recovery
- Server optimization

Districts Choose ADASC For:

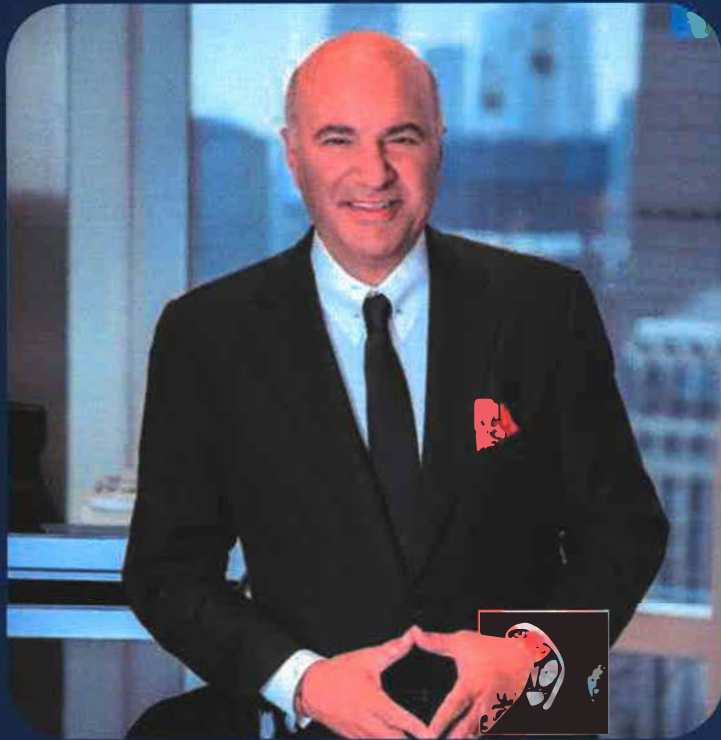
- * Turnkey solutions that provide unmatched convenience
- * Services that don't just meet, but exceed, insurance requirements
- * The most experienced team of experts in our field
- * Our single focus on digital accessibility and compliance
- * The lowest-cost option among legitimate service providers

New, Compliant Website: \$2,900

PDFs: \$99

Hosting & Backup: \$300

Year-One Cost: \$2,900 - \$3,299



A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL"
ABC TV'S SHARK TANK



ADA Site Compliance

The Website & PDF Accessibility Experts Asked to Present to:



The Trusted Resource for Those That You Trust





Contact Information



ADA Site Compliance, LLC

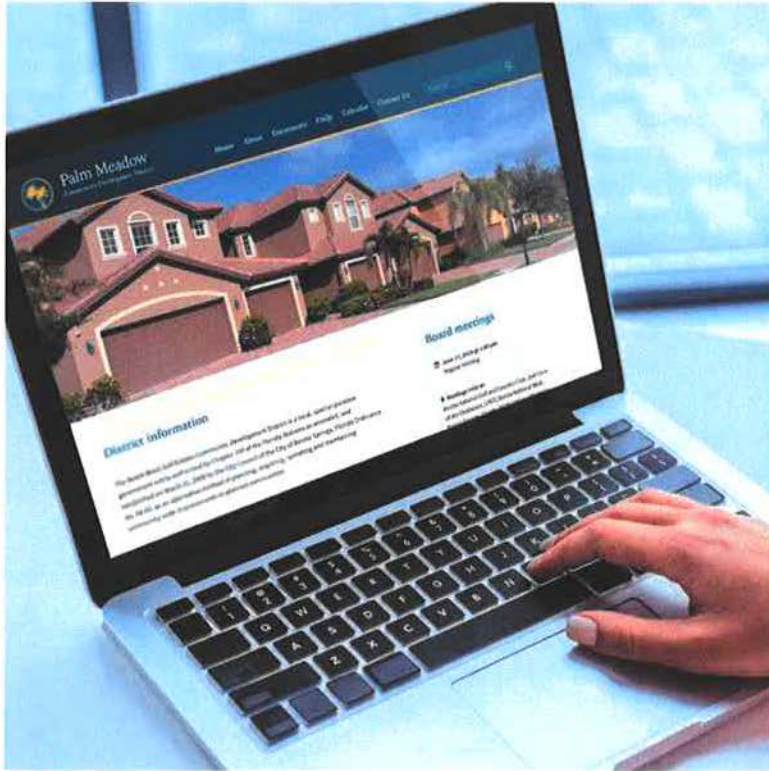
Jeremy Horelick, Vice President
(561) 258-9518 Direct

jeremy@AdaSiteCompliance.com

www.AccessibleDistrictWebsites.com

GREENEWAY IMPROVEMENT DISTRICT

Campus Suite



Keeping your community informed. And you compliant.

Greenway Community Development District

Proposal date: 2019-07-08

Proposal ID: 5JXDS-FWE24-9C7HU-YUSMW

| | |
|---------------------------|------|
| Pricing..... | 2 |
| Services..... | 3-5 |
| FAQs..... | 6 |
| Statement of work..... | 7-8 |
| Terms and conditions..... | 9-12 |



Ted Saul

Director - Digital Communication

 Certified Specialist

campus
suite

Pricing

Effective date: 2019-07-15

Implementation

Onboarding of ADA Compliant Website and Remediation of Historical Documents

Quantity

Subtotal

1

\$2,325.00

- Migration website pages and present on a staged website for approval
- Initial PDF Accessibility Compliance Service for 1500 pages of remediation

Ongoing services

Quantity

Subtotal

Website services

1

\$600.00

- Hosting, support and training for users
- Website management tools to make updates
- Secure certification (https)
- Monthly site reporting, monitoring and error corrections

Ongoing PDF Accessibility Compliance Service

750*

\$937.50

- Remediation of all PDFs stored on your website
- Remediation of up to 750 PDF pages
- Dashboard for reporting and managing all PDFs
- 48-hour turnaround for fixes for board agendas
- PDF manager dashboard

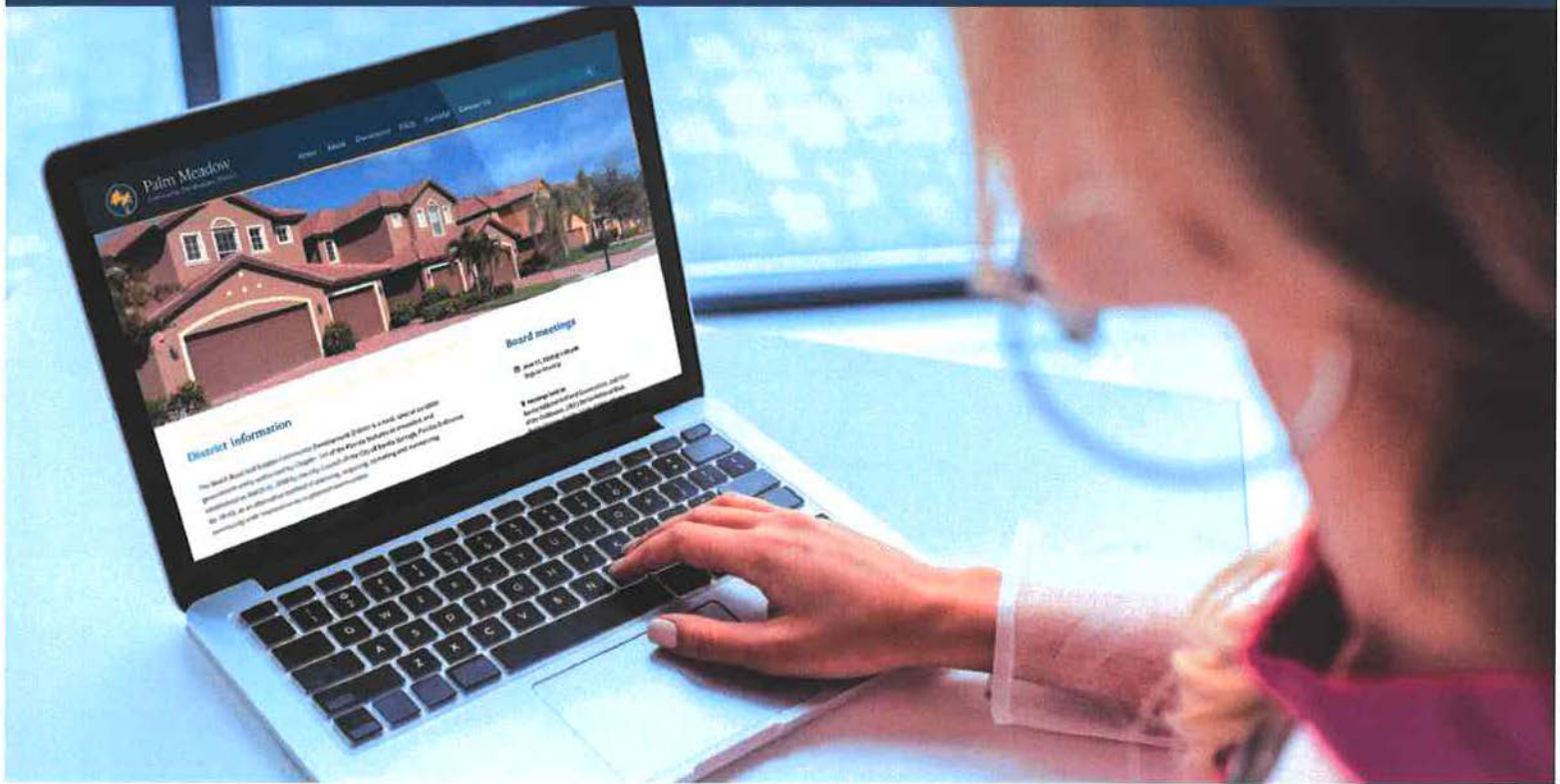
Social Media Manager

Included

Total:

\$3,862.50

**Maximum PDF pages per 12 month period*



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



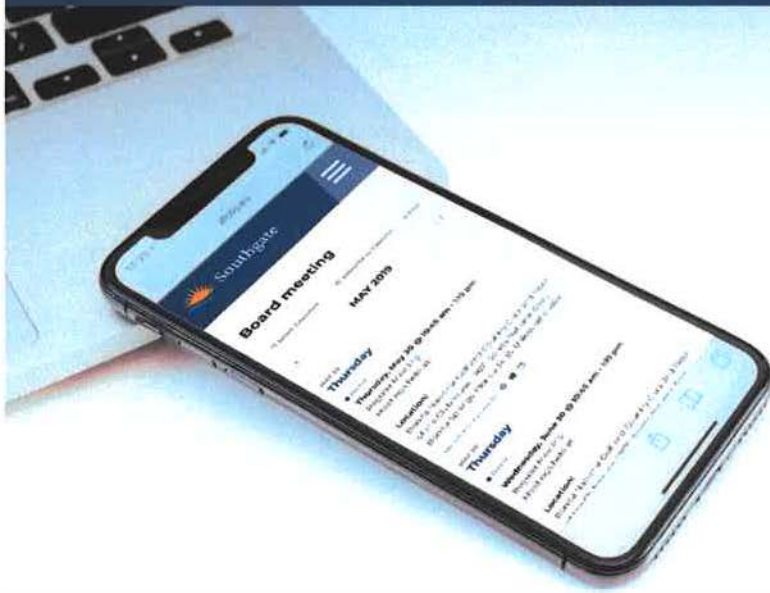
Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws



Save CDD board time and money



Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite

We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

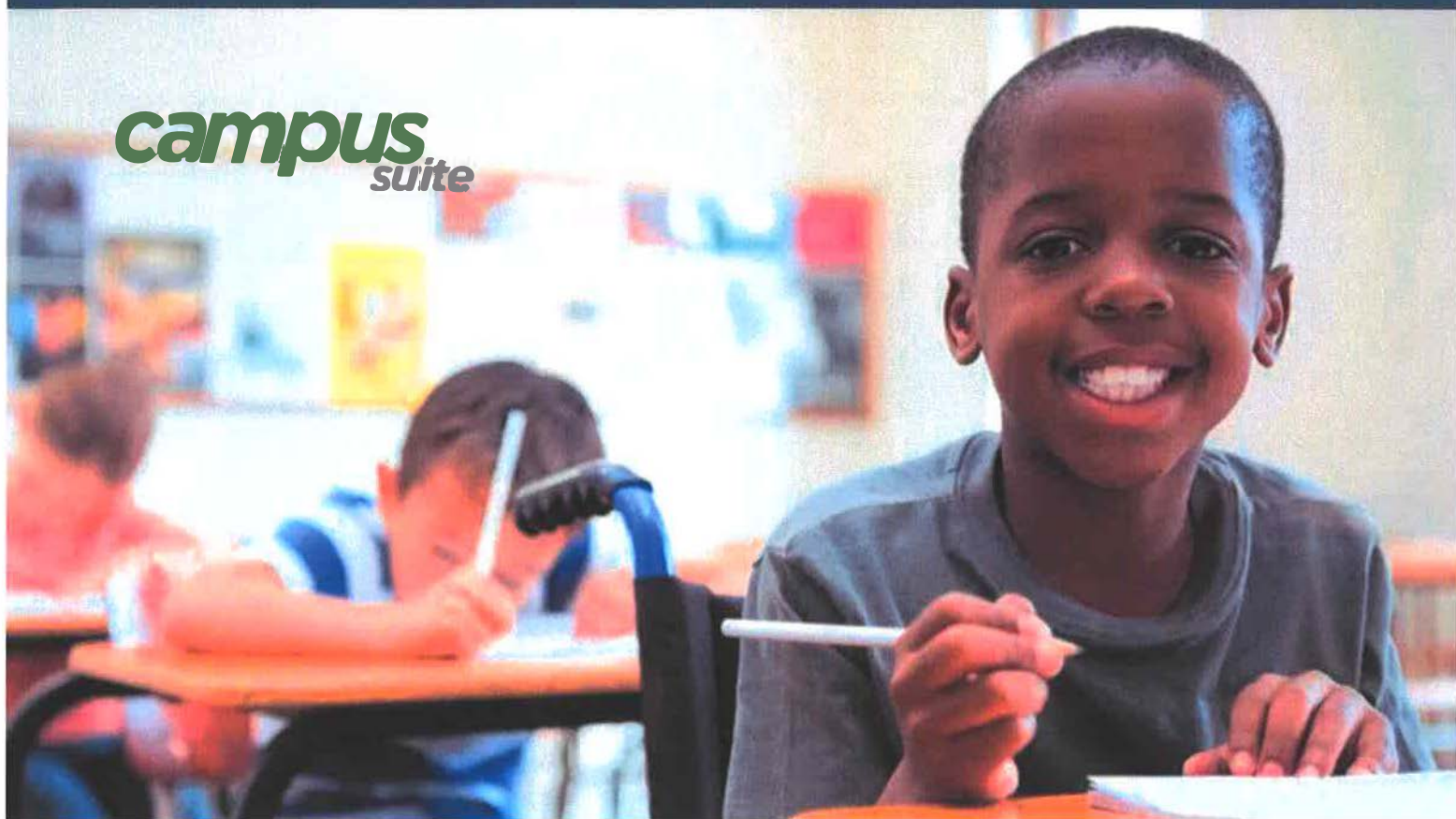
Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes

campus
suite



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



W3C[®]
WCAG 2.0



Campus Suite Academy
Website Accessibility Center

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

- I. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
- II. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

3. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

4. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

AGREEMENT BETWEEN THE Greenway COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

This Agreement ("Agreement") is entered into as of 2019-07-15 by and between:

Greenway Community Development District, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Blvd., Orlando, FL 32817 (the "**District**"), and

Innersync Studio, Ltd., d/b/a Campus Suite, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**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 Website Remediation. Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to 1500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("Compliance Shield");
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;

- ix. secure “https” certification and provide secure “cloud” hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. 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 requirements including but not limited to WCAG standards.

B. Maintenance. Starting October 1, 2019, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. manage and maintain the Website;
- ii. remediate new documents, up to seven hundred fifty (750) pages per year; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request.
- iii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request.
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to 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;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;
- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades

are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

x. 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 requirements including but not limited to WCAG standards

C. Additional Services. In the event that the District desires additional work or services, 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. providing a point of contact to respond to requests for Website accommodation;

ii. converting documents for a public records requests received by the District;

iii. 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 Website Remediation. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of \$2,325.00 [plus (\$0.98) per page remediated pursuant to Section 2(A)(ii)]. Contractor shall invoice the District upon substantial completion of the Services provided in Section 2(A).

B. Maintenance. For performance of the Services as provided in Section 2(B) of this Agreement, starting October 1, 2019 the District shall pay Contractor (\$1,515.00) per year, payable in one annual installment for Ongoing PDF Accessibility Compliance Service and Website Services. Parties understands and acknowledges that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("Annual Max Pages").

C. Additional Conversions. For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents (\$0.98) per page. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

D. 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.

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 (i) 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; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then

Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

Section 5. Representations, Warranties and Covenants. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

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 (including all remediated content provided by the Contractor), 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 and accepted 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. Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. 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 Compliance 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 _____ ("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 () - , @ .COM, OR AT , FLORIDA .

Section 8. Indemnity.

A. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys 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, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). 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 (10) 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 the county of _____, 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:

Innersync Studio, Ltd.,
d/b/a Campus Suite
752 Dunwoodie Drive
Cincinnati, Ohio 45230

Attn: Steven Williams

If to District:

Greenway Community Development District

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.

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: Greenway COMMUNITY DEVELOPMENT DISTRICT

Secretary Chairperson, Board of Supervisors .

Date

Print name

WITNESS: INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, an Ohio limited liability company

Print Name: By: Steven Williams, (Title) .

Date

Exhibit A: Proposal for Services

Implementation

Onboarding of ADA Compliant Website and Remediation of Historical Documents

Quantity

Subtotal

1

\$2,325.00

- Migration website pages and present on a staged website for approval
- Initial PDF Accessibility Compliance Service for 1500 pages of remediation

Ongoing services

Quantity

Subtotal

Website services

1

\$600.00

- Hosting, support and training for users
- Website management tools to make updates
- Secure certification (https)
- Monthly site reporting, monitoring and error corrections

Ongoing PDF Accessibility Compliance Service

750*

\$937.50

- Remediation of all PDFs stored on your website
- Remediation of up to 750 PDF pages
- Dashboard for reporting and managing all PDFs
- 48-hour turnaround for fixes for board agendas
- PDF manager dashboard

Social Media Manager

Included

GREENEWAY IMPROVEMENT DISTRICT

Community XS

From: [Dwayne Anderson](#)
To: [Jennifer Walden](#); [Lynne Mullins](#); dorish@fishkind.com; [Victoria Martinez](#); carolh@fishkind.com; [Vivian Carvalho](#)
Date: Tuesday, May 21, 2019 11:29:39 AM

EXTERNAL EMAIL: Use care with links and attachments.

Hi –

I happened to come across an agenda on the Myrtle Creek site. I read through the ADA audit proposal you have and wanted to share some information and offer additional services to the district.

The CommunityXS template that's used to present the public facing district website has been extensively evaluated and remedied for accessibility. In October of last year, the site was evaluated by WebAim at the University of Utah. They identified a comprehensive list of accessibility issues that were then addressed by our team. The site then went through a follow-up evaluation to verify the issues were addressed correctly.

I have been making changes and upgrades to the site template since October and I'm happy to say that the site template is highly accessible. There always room for interpretation of the guidelines, but I'm confident to relay that the site supports the use of assistive technology.

The one exception is the pdf documents that you guys upload. Those must be addressed differently.

So, I've recently formulated agreements to provide the district with quarterly audits. This service is billed monthly and performed quarterly. The **monthly charge is \$40.00** in addition to the current services and is billed as a separate line item. This service is performed by me and the issues I find are corrected by me. So, this service includes remediation. The two step audit consists of an automated test using Lighthouse, an auditing tool created and maintained by Google, and a manually/visual evaluation by me. I have extensive knowledge of the site and the variable content that's contributed by your team, so the evaluation can be done rather quickly and at a lower cost than a third party.

We can also have the site evaluated by a third party, WebAim, at any time and that would be around \$1400.00 for a site like myrtle creek, although the formal proposal and price would come directly from WebAim. That is for automated and manual evaluation. A site with more content like a traditional community will most likely be a little more.

I just wanted to pass that information along as I haven't had a chance to formally introduce the program to my customers. Please feel free to pass this along to your associates at PFM.

If you'd like to talk more, or have questions, please let me know. Thanks!

--

Dwayne Anderson
Consultant
VenturesIn.com, Inc.
9560 W Linebaugh Ave

Jennifer Walden

Subject:

FW: RE:

From: Dwayne Anderson [mailto:danderson@venturesin.com]

Sent: Tuesday, July 30, 2019 4:47 PM

To: Jennifer Walden <waldenj@pfm.com>

Subject: RE: RE:

EXTERNAL EMAIL: Use care with links and attachments.

Hi!

The Audit includes:

- An automated evaluation of every page in the site, if problems are identified by the automated evaluation, the page content is manually modified to bring the score to 100 – the highest score possible. The automated tool is Lighthouse, created and maintained by Google.
- A manual review of the content on each and every page within the site. If I notice something wrong, out of place, or in conflict with the guidelines, I will correct the page content.
- Upon completion of the Audit, I will turn on a compliance statement that appears in the footer of the page, on all pages, that includes the date of the most recent audit.

My service does not include evaluation and remediation of the pdf documents that are on each site. Document conversion is a bit outside my scope and can become really expensive. I have a firm that specializes in this service that I can use, but the price is pretty high.

Here is some basic pricing for that service.

| Product | Price Per Page |
|-----------------------|----------------|
| Accessible PDF | \$10 |
| Accessible PowerPoint | \$5 |
| Accessible Word | \$5 |
| Accessible Word Form | \$48 |
| Accessible PDF Form | \$48 |

Dwayne Anderson

Consultant

VenturesIn.com, Inc.

9560 W Linebaugh Ave

Tampa FL 33626

Ph. (813) 999-4499 | Mbl. (813) 205-0054

danderson@venturesin.com | <http://www.venturesin.com>

Jennifer Walden

Subject:

FW: RE:

From: Dwayne Anderson [mailto:danderson@venturesin.com]

Sent: Thursday, August 15, 2019 11:52 AM

To: Jennifer Walden <waldenj@pfm.com>

Subject: RE: RE:

EXTERNAL EMAIL: Use care with links and attachments.

Hi! - The cost of the quarterly audit and related remediation/correction service would be \$80.00 a month if I need to agree to assume the liability associated with accessibility.

This would be billed monthly, so the website total cost to the district would be:

| | |
|---------------------------------|--------------------|
| CommunityXS Application Hosting | \$80.00 |
| Email Essentials | \$25.00 |
| Quarterly WCAG Compliance Audit | \$40.00 |
| Professional Liability | <u>\$40.00</u> |
| | \$185.00 per month |

I hope that makes sense. If you have any more questions, or need clarification, please let me know.

Dwayne Anderson

Consultant

VenturesIn.com, Inc.

9560 W Linebaugh Ave

Tampa FL 33626

Ph. (813) 999-4499 | Mbl. (813) 205-0054

danderson@venturesin.com | <http://www.venturesin.com>

GREENEWAY IMPROVEMENT DISTRICT

V Global Tech



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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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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Page 2 of 11

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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 VGLOBALTECH**

*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

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GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2019-07,
Adopting the Fiscal Year 2020 Budget and
Appropriating Funds**

RESOLUTION 2019-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE GREENEWAY IMPROVEMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (“**Board**”) of the Greenway Improvement District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Greenway Improvement District for the Fiscal Year Ending September 30, 2020.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2019/2020, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

| | |
|----------------------|---------|
| TOTAL GENERAL FUND | \$_____ |
| DEBT SERVICE FUND(S) | \$_____ |
| TOTAL ALL FUNDS | \$_____ |

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2019/2020 or within 60 days following the end of the Fiscal Year 2019/2020 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20th DAY OF AUGUST, 2019.

ATTEST:

**GREENEWAY IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

**Greeneway Improvement District
FY 2020 Adopted O&M Budget
EXHIBIT A**

| | FY 2019 Adopted Budget | FY 2020 Adopted Budget |
|---|------------------------------|------------------------------|
| <u>Revenues</u> | | |
| On-Roll Assessments | \$ 463,963.98 | |
| Off-Roll Assessments | 356,676.97 | |
| Net Revenues | \$ 820,640.95 | \$ 911,167.85 |
| <u>General & Administrative Expenses</u> | | |
| Legislative | | |
| Supervisor Fees | \$ 7,200.00 | \$ 7,200.00 |
| Financial & Administrative | | |
| Public Officials' Liability Insurance | 2,500.00 | 2,500.00 |
| Trustee Services | 2,500.00 | 4,000.00 |
| Management | 40,000.00 | 40,000.00 |
| Engineering | 10,000.00 | 10,000.00 |
| Dissemination Agent | 5,000.00 | 5,000.00 |
| Property Appraiser | 1,500.00 | 1,700.00 |
| District Counsel | 22,000.00 | 30,000.00 |
| Assessment Administration | 7,500.00 | 7,500.00 |
| Reamortization Schedules | - | 250.00 |
| Audit | 5,500.00 | 7,000.00 |
| Travel and Per Diem | 150.00 | 250.00 |
| Telephone | 500.00 | 250.00 |
| Postage & Shipping | 500.00 | 800.00 |
| Copies | 2,000.00 | 1,500.00 |
| Legal Advertising | 3,800.00 | 6,000.00 |
| Bank Fees | 50.00 | - |
| Miscellaneous | 2,500.00 | 100.00 |
| Property Taxes | 1,500.00 | 2,000.00 |
| Web Site Maintenance | 1,250.00 | 2,700.00 |
| Dues, Licenses, and Fees | 175.00 | 175.00 |
| Total General & Administrative Expenses | \$ 116,125.00 | \$ 128,925.00 |

GREENEWAY IMPROVEMENT DISTRICT

**Resolution 2019-08,
Imposing Special Assessments and Certifying
an Assessment Roll**

RESOLUTION 2019-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREENEWAY IMPROVEMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2019/2020; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Greenway Improvement District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Orange County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("**Fiscal Year 2019/2020**"), attached hereto as **Exhibit "A,"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service for its Series 2013 Bonds and its Series 2018 Note, which the District desires to collect for Fiscal Year 2019/2020; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("**Uniform Method**"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit "B,"** and to certify the portion of the Assessment Roll related to certain developed property ("**Tax Roll Property**") to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property ("**Direct Collect Property**"), all as set forth in **Exhibit "B;"** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit "A"** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits "A" and "B,"** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits "A" and "B."** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits "A" and "B."**
- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments for the Series 2013 Bonds imposed on the Direct Collect Property shall be collected directly by the District in accordance

with Florida law, as set forth in **Exhibits “A” and “B.”** The operations and maintenance special assessments and previously levied debt service special assessments for the Series 2013 Bonds directly collected by the District are due in full on December 1, 2019; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than December 1, 2019, 25% due no later than February 1, 2020 and 25% due no later than May 1, 2020. The previously levied debt service special assessments for the Series 2018 Note will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** The previously levied debt service special assessments for the Series 2018 Note directly collected by the District shall be paid within thirty (30) days of receipt of a direct bill invoice from the District, which invoice shall be delivered to applicable landowners not later than October 1, 2019 and April 1, 2020, for the debt service payments due November 1, 2019, and May 1, 2020, respectively. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2019/2020, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 20th day of August, 2019.

ATTEST:

**GREENEWAY IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

Greenway Improvement District
FY 2020 Adopted O&M Budget
Exhibit A

| | FY 2019 Adopted Budget | FY 2020 Adopted Budget |
|---|---------------------------------------|---------------------------------------|
| <u>Revenues</u> | | |
| On-Roll Assessments | \$ 463,963.98 | |
| Off-Roll Assessments | 356,676.97 | |
| Net Revenues | \$ 820,640.95 | \$ 911,167.85 |
| <u>General & Administrative Expenses</u> | | |
| Legislative | | |
| Supervisor Fees | \$ 7,200.00 | \$ 7,200.00 |
| Financial & Administrative | | |
| Public Officials' Liability Insurance | 2,500.00 | 2,500.00 |
| Trustee Services | 2,500.00 | 4,000.00 |
| Management | 40,000.00 | 40,000.00 |
| Engineering | 10,000.00 | 10,000.00 |
| Dissemination Agent | 5,000.00 | 5,000.00 |
| Property Appraiser | 1,500.00 | 1,700.00 |
| District Counsel | 22,000.00 | 30,000.00 |
| Assessment Administration | 7,500.00 | 7,500.00 |
| Reamortization Schedules | - | 250.00 |
| Audit | 5,500.00 | 7,000.00 |
| Travel and Per Diem | 150.00 | 250.00 |
| Telephone | 500.00 | 250.00 |
| Postage & Shipping | 500.00 | 800.00 |
| Copies | 2,000.00 | 1,500.00 |
| Legal Advertising | 3,800.00 | 6,000.00 |
| Bank Fees | 50.00 | - |
| Miscellaneous | 2,500.00 | 100.00 |
| Property Taxes | 1,500.00 | 2,000.00 |
| Web Site Maintenance | 1,250.00 | 2,700.00 |
| Dues, Licenses, and Fees | 175.00 | 175.00 |
| Total General & Administrative Expenses | \$ 116,125.00 | \$ 128,925.00 |

Greenway Improvement District
FY 2020 Adopted O&M Budget
Exhibit A

| | FY 2019 Adopted Budget | FY 2020 Adopted Budget |
|---|---------------------------------------|---------------------------------------|
| <u>Field Operations</u> | | |
| Electric Utility Services | | |
| Electric | \$ 5,000.00 | \$ 7,000.00 |
| Water-Sewer Combination Services | | |
| Water Reclaimed | 20,000.00 | 40,000.00 |
| Other Physical Environment | | |
| General Insurance | 3,000.00 | 3,000.00 |
| Property & Casualty Insurance | - | 7,000.00 |
| Other Insurance | 750.00 | 150.00 |
| Irrigation Repairs | 30,000.00 | 55,000.00 |
| Landscaping Maintenance & Material | 228,636.00 | 229,750.40 |
| Tree Trimming | 40,000.00 | 62,104.50 |
| Flower & Plant Replacement | 50,000.00 | 45,000.00 |
| Other Landscaping Maintenance | - | 20,000.00 |
| Contingency | 17,614.00 | 8,500.00 |
| Hurricane Cleanup | 5,000.00 | 20,000.00 |
| Interchange Maintenance Expenses | | |
| IME - Aquatics Maintenance | 3,816.00 | 3,816.00 |
| IME - Irrigation Repairs | 36,000.00 | 10,800.00 |
| IME - Landscaping | 88,253.28 | 87,266.88 |
| IME - Lighting | 20,000.00 | 22,153.84 |
| IME - Miscellaneous | - | 1,661.40 |
| IME - Water Reclaimed | 3,600.00 | 3,323.08 |
| Road & Street Facilities | | |
| Entry and Wall Maintenance | 3,000.00 | 3,000.00 |
| Hardscape Maintenance | 3,000.00 | 5,000.00 |
| Streetlights | 100,000.00 | 110,370.08 |
| Accent Lighting | 2,000.00 | 2,000.00 |
| Parks & Recreation | | |
| Personnel Leasing Agreement | 20,000.00 | 20,000.00 |
| Reserves | | |
| Infrastructure Capital Reserve | 22,200.00 | 22,200.00 |
| Interchange Maintenance Reserve | 3,146.67 | 3,146.67 |
| | \$ 705,015.95 | \$ 792,242.85 |
| Total Expenses | \$ 821,140.95 | \$ 921,167.85 |
| Income (Loss) from Operations | \$ (500.00) | \$ (10,000.00) |
| <u>Other Income (Expense)</u> | | |
| Interest Income | \$ 500.00 | \$ 10,000.00 |
| Total Other Income (Expense) | \$ 500.00 | \$ 10,000.00 |
| Net Income (Loss) | \$ - | \$ - |

Greenway Improvement District

EXHIBIT B

| Parcel #: | | Gross Debt Service Assessment | | Gross O&M Assessment |
|------------------|----|--------------------------------------|----|---------------------------------|
| 312430486000200 | \$ | 781.76 | \$ | 164.95 |
| 302425495200042 | \$ | 639.62 | \$ | 134.96 |
| 302425494502760 | \$ | 639.62 | \$ | 134.96 |
| 302425494502780 | \$ | 852.83 | \$ | 179.94 |
| 312430485003700 | \$ | 852.83 | \$ | 179.94 |
| 312430485003840 | \$ | 1,137.10 | \$ | 239.92 |
| 302425495200540 | \$ | 852.83 | \$ | 179.94 |
| 312430486000620 | \$ | 781.76 | \$ | 164.95 |
| 312419780100590 | \$ | 1,705.66 | \$ | 359.88 |
| 312430486001420 | \$ | 781.76 | \$ | 164.95 |
| 302425494401780 | \$ | 625.00 | \$ | 134.96 |
| 302425494400110 | \$ | 852.83 | \$ | 179.94 |
| 302425495200101 | \$ | 639.62 | \$ | 134.96 |
| 312430486200590 | \$ | 781.76 | \$ | 164.95 |
| 302425495200031 | \$ | 639.62 | \$ | 134.96 |
| 312419486301000 | \$ | 639.62 | \$ | 134.96 |
| 312430485003550 | \$ | 852.83 | \$ | 179.94 |
| 312430485004760 | \$ | 639.62 | \$ | 134.96 |
| 302425494503100 | \$ | 1,421.83 | \$ | 299.90 |
| 302425496702000 | \$ | 12,067.93 | \$ | 2,545.38 |
| 312430486200570 | \$ | 781.76 | \$ | 164.95 |
| 312430486000630 | \$ | 781.76 | \$ | 164.95 |
| 302425495200221 | \$ | 639.62 | \$ | 134.96 |
| 312430486103700 | \$ | 1,137.10 | \$ | 269.91 |
| 312430485400200 | \$ | 1,563.52 | \$ | 329.89 |
| 312430486000670 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486201330 | \$ | 639.62 | \$ | 134.96 |
| 312430485003940 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486001080 | \$ | 781.76 | \$ | 164.95 |
| 302425494503170 | \$ | 1,563.52 | \$ | 329.89 |
| 302425495200084 | \$ | 639.62 | \$ | 134.96 |
| 312430486200150 | \$ | 781.76 | \$ | 164.95 |
| 302425494401250 | \$ | 852.83 | \$ | 179.94 |
| 312430486001985 | \$ | 639.62 | \$ | 134.96 |
| 312419780000070 | \$ | 2,416.34 | \$ | 509.83 |
| 312430485400640 | \$ | 1,563.52 | \$ | 329.89 |
| 312430485205960 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486103833 | \$ | 639.62 | \$ | 134.96 |
| 312430486200630 | \$ | 639.62 | \$ | 134.96 |
| 302425494802720 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486001320 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486200770 | \$ | 852.83 | \$ | 179.94 |
| 312430485206221 | \$ | 639.62 | \$ | 134.96 |
| 312430486102450 | \$ | 639.62 | \$ | 134.96 |
| 312430486001570 | \$ | 781.76 | \$ | 164.95 |
| 302425494502960 | \$ | 639.62 | \$ | 134.96 |

| | | | | |
|-----------------|----|----------|----|--------|
| 302425494501990 | \$ | 1,137.10 | \$ | 239.92 |
| 302425494502530 | \$ | 781.76 | \$ | 164.95 |
| 312430486200360 | \$ | 639.62 | \$ | 134.96 |
| 312419486300940 | \$ | 639.62 | \$ | 134.96 |
| 312430485205930 | \$ | 1,279.24 | \$ | 269.91 |
| 312430484000730 | \$ | 639.62 | \$ | 134.96 |
| 302425495200081 | \$ | 639.62 | \$ | 134.96 |
| 312430485003360 | \$ | 852.83 | \$ | 179.94 |
| 312419486300210 | \$ | 1,137.10 | \$ | 239.92 |
| 302425494101095 | \$ | 639.62 | \$ | 134.96 |
| 312430486103801 | \$ | 639.62 | \$ | 134.96 |
| 312430485004360 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486103740 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486201640 | \$ | 1,137.10 | \$ | 239.92 |
| 312430485004310 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486200560 | \$ | 781.76 | \$ | 164.95 |
| 302425494501900 | \$ | 852.83 | \$ | 179.94 |
| 312430486201200 | \$ | 1,137.10 | \$ | 239.92 |
| 312430485400550 | \$ | 1,563.52 | \$ | 329.89 |
| 302425494502860 | \$ | 852.83 | \$ | 179.94 |
| 312419485500940 | \$ | 1,563.52 | \$ | 329.89 |
| 312430486103825 | \$ | 639.62 | \$ | 134.96 |
| 312430486102130 | \$ | 852.83 | \$ | 179.94 |
| 312430484000900 | \$ | 781.76 | \$ | 164.95 |
| 312430484000960 | \$ | 852.83 | \$ | 179.94 |
| 312430484000990 | \$ | 852.83 | \$ | 179.94 |
| 312430484001030 | \$ | 852.83 | \$ | 179.94 |
| 312430485400050 | \$ | 1,563.52 | \$ | 329.89 |
| 312430485400180 | \$ | 1,563.52 | \$ | 329.89 |
| 312430486103770 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486103530 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486001040 | \$ | 852.83 | \$ | 179.94 |
| 312419486300070 | \$ | 852.83 | \$ | 179.94 |
| 312419486300290 | \$ | 781.76 | \$ | 164.95 |
| 312419486300550 | \$ | 852.83 | \$ | 179.94 |
| 312419486301240 | \$ | 1,279.24 | \$ | 269.91 |
| 312419486301380 | \$ | 781.76 | \$ | 164.95 |
| 312419486301650 | \$ | 781.76 | \$ | 164.95 |
| 312419486301660 | \$ | 781.76 | \$ | 164.95 |
| 312430486001760 | \$ | 852.83 | \$ | 179.94 |
| 312430486001770 | \$ | 852.83 | \$ | 179.94 |
| 312430486400080 | \$ | 852.83 | \$ | 179.94 |
| 312430486400110 | \$ | 781.76 | \$ | 164.95 |
| 312430486400210 | \$ | 852.83 | \$ | 179.94 |
| 312430486400230 | \$ | 781.76 | \$ | 164.95 |
| 312430486400240 | \$ | 781.76 | \$ | 164.95 |
| 312430486400410 | \$ | 781.76 | \$ | 164.95 |
| 312430486400420 | \$ | 781.76 | \$ | 164.95 |
| 312430486400450 | \$ | 1,137.10 | \$ | 269.91 |

| | | | | |
|-----------------|----|----------|----|--------|
| 312430486400460 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486400500 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486400640 | \$ | 852.83 | \$ | 179.94 |
| 312430486400680 | \$ | 852.83 | \$ | 179.94 |
| 312430486400860 | \$ | 781.76 | \$ | 164.95 |
| 312430486400870 | \$ | 781.76 | \$ | 164.95 |
| 312430486401200 | \$ | 852.83 | \$ | 179.94 |
| 312430486401210 | \$ | 852.83 | \$ | 179.94 |
| 312430486401260 | \$ | 781.76 | \$ | 164.95 |
| 312430486401270 | \$ | 781.76 | \$ | 164.95 |
| 312430486401280 | \$ | 781.76 | \$ | 164.95 |
| 312430486401340 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401380 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401390 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401470 | \$ | 781.76 | \$ | 164.95 |
| 312430486401480 | \$ | 781.76 | \$ | 164.95 |
| 312430486401540 | \$ | 852.83 | \$ | 179.94 |
| 312430486401570 | \$ | 781.76 | \$ | 164.95 |
| 312430486401580 | \$ | 781.76 | \$ | 164.95 |
| 312430486401590 | \$ | 781.76 | \$ | 164.95 |
| 312430486401600 | \$ | 852.83 | \$ | 179.94 |
| 312430486401630 | \$ | 852.83 | \$ | 179.94 |
| 312430486401640 | \$ | 852.83 | \$ | 179.94 |
| 312430486401910 | \$ | 852.83 | \$ | 179.94 |
| 312430486401920 | \$ | 852.83 | \$ | 179.94 |
| 312419486300170 | \$ | 781.76 | \$ | 164.95 |
| 312419486300270 | \$ | 781.76 | \$ | 164.95 |
| 312419486301390 | \$ | 781.76 | \$ | 164.95 |
| 312419486301530 | \$ | 781.76 | \$ | 164.95 |
| 312419486301550 | \$ | 781.76 | \$ | 164.95 |
| 312419486301710 | \$ | 781.76 | \$ | 164.95 |
| 312419486301720 | \$ | 781.76 | \$ | 164.95 |
| 312419486301810 | \$ | 781.76 | \$ | 164.95 |
| 312430486400510 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401320 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401330 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486103060 | \$ | 852.83 | \$ | 179.94 |
| 312430486201020 | \$ | 781.76 | \$ | 164.95 |
| 312430485400690 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486201410 | \$ | 852.83 | \$ | 179.94 |
| 312419780000260 | \$ | 1,705.66 | \$ | 359.88 |
| 312419780100550 | \$ | 1,705.66 | \$ | 359.88 |
| 312419780100690 | \$ | 1,705.66 | \$ | 359.88 |
| 302425494502880 | \$ | 639.62 | \$ | 134.96 |
| 302425494502890 | \$ | 639.62 | \$ | 134.96 |
| 312430486002023 | \$ | 639.62 | \$ | 134.96 |
| 302425494503090 | \$ | 1,421.83 | \$ | 299.90 |
| 302425495200052 | \$ | 639.62 | \$ | 134.96 |
| 312430486103650 | \$ | 1,137.10 | \$ | 269.91 |

| | | | | |
|------------------|----|----------|----|--------|
| 302425495200012 | \$ | 639.62 | \$ | 134.96 |
| 312430485004380 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486000350 | \$ | 639.62 | \$ | 134.96 |
| 302425494400310 | \$ | 781.76 | \$ | 164.95 |
| 312430486002041 | \$ | 639.62 | \$ | 134.96 |
| 312430486103400 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486201260 | \$ | 852.83 | \$ | 179.94 |
| 312419486300600 | \$ | 639.62 | \$ | 134.96 |
| 312430485003770 | \$ | 1,137.10 | \$ | 239.92 |
| 302425495200670 | \$ | 1,137.10 | \$ | 239.92 |
| 302425494502170 | \$ | 639.62 | \$ | 134.96 |
| 312430486001060 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486201500 | \$ | 852.83 | \$ | 179.94 |
| 302425494502360 | \$ | 639.62 | \$ | 134.96 |
| 312430484000280 | \$ | 639.62 | \$ | 134.96 |
| 312419485500880 | \$ | 1,563.52 | \$ | 329.89 |
| 312419780000230 | \$ | 1,918.86 | \$ | 404.87 |
| 302425494401240 | \$ | 825.00 | \$ | 179.94 |
| 312430486200670 | \$ | 781.76 | \$ | 164.95 |
| 302425494401700 | \$ | 639.62 | \$ | 134.96 |
| 302425494401270 | \$ | 852.83 | \$ | 179.94 |
| 302425495200470 | \$ | 852.83 | \$ | 179.94 |
| 312430486200230 | \$ | 639.62 | \$ | 134.96 |
| 302425494502840 | \$ | 852.83 | \$ | 179.94 |
| 312419485501190 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486103490 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486001450 | \$ | 781.76 | \$ | 164.95 |
| 302425494400060 | \$ | 852.83 | \$ | 179.94 |
| 302425495200091 | \$ | 639.62 | \$ | 134.96 |
| 312430486200970 | \$ | 852.83 | \$ | 179.94 |
| 3124197800000100 | \$ | 2,416.34 | \$ | 509.83 |
| 312430486000480 | \$ | 852.83 | \$ | 179.94 |
| 302425494401220 | \$ | 852.83 | \$ | 179.94 |
| 312430484000120 | \$ | 639.62 | \$ | 134.96 |
| 312430484000140 | \$ | 639.62 | \$ | 134.96 |
| 3124197800000170 | \$ | 1,918.86 | \$ | 404.87 |
| 312430486200400 | \$ | 781.76 | \$ | 164.95 |
| 312430486000360 | \$ | 639.62 | \$ | 134.96 |
| 312419485501240 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486103610 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486200660 | \$ | 781.76 | \$ | 164.95 |
| 302425494401300 | \$ | 852.83 | \$ | 179.94 |
| 312430485004300 | \$ | 1,137.10 | \$ | 239.92 |
| 312430485004150 | \$ | 825.00 | \$ | 179.94 |
| 312419486301820 | \$ | 781.76 | \$ | 164.95 |
| 302425494900710 | \$ | 1,137.10 | \$ | 239.92 |
| 312430485206010 | \$ | 852.83 | \$ | 179.94 |
| 312430486001000 | \$ | 1,137.10 | \$ | 239.92 |
| 312419486300560 | \$ | 781.76 | \$ | 164.95 |

| | | | | |
|-----------------|----|----------|----|--------|
| 312430485205890 | \$ | 1,421.83 | \$ | 299.90 |
| 302425494502020 | \$ | 1,279.24 | \$ | 269.91 |
| 312430485400190 | \$ | 475.00 | \$ | 329.89 |
| 312430485003670 | \$ | 1,137.10 | \$ | 239.92 |
| 312430485400460 | \$ | 1,563.52 | \$ | 329.89 |
| 302425494400040 | \$ | 852.83 | \$ | 179.94 |
| 312430486103710 | \$ | 1,137.10 | \$ | 269.91 |
| 312430484000600 | \$ | 639.62 | \$ | 134.96 |
| 312430485003450 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486102420 | \$ | 639.62 | \$ | 134.96 |
| 312430485004070 | \$ | 923.90 | \$ | 194.94 |
| 302425494900740 | \$ | 1,279.24 | \$ | 269.91 |
| 302425494101001 | \$ | 639.62 | \$ | 134.96 |
| 312419780000120 | \$ | 1,918.86 | \$ | 404.87 |
| 312419485500950 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486200050 | \$ | 852.83 | \$ | 179.94 |
| 302425494401280 | \$ | 852.83 | \$ | 179.94 |
| 312419780100830 | \$ | 1,705.66 | \$ | 359.88 |
| 312430486000720 | \$ | 1,137.10 | \$ | 239.92 |
| 312419780000410 | \$ | 1,705.66 | \$ | 359.88 |
| 312419780000240 | \$ | 1,918.86 | \$ | 404.87 |
| 302425495200360 | \$ | 781.76 | \$ | 164.95 |
| 312430486002004 | \$ | 639.62 | \$ | 134.96 |
| 302425494401370 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486001200 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486102460 | \$ | 639.62 | \$ | 134.96 |
| 312430486001740 | \$ | 852.83 | \$ | 179.94 |
| 312430486001800 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486000490 | \$ | 1,137.10 | \$ | 239.92 |
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|-----------------|----|----------|----|--------|
| 302425494400530 | \$ | 781.76 | \$ | 164.95 |
| 312430486200040 | \$ | 1,137.10 | \$ | 239.92 |
| 302425494401480 | \$ | 639.62 | \$ | 134.96 |
| 312430486102790 | \$ | 852.83 | \$ | 179.94 |
| 302425494400470 | \$ | 781.76 | \$ | 164.95 |
| 312419486301670 | \$ | 781.76 | \$ | 164.95 |
| 312419486301120 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486001050 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486200910 | \$ | 852.83 | \$ | 179.94 |
| 302425494400130 | \$ | 852.83 | \$ | 179.94 |
| 312430486102250 | \$ | 639.62 | \$ | 134.96 |
| 312430484000440 | \$ | 639.62 | \$ | 134.96 |
| 312430486200800 | \$ | 1,137.10 | \$ | 239.92 |
| 302425495200410 | \$ | 1,137.10 | \$ | 239.92 |
| 312419486300950 | \$ | 639.62 | \$ | 134.96 |
| 312430485004410 | \$ | 1,279.24 | \$ | 269.91 |
| 312430484000610 | \$ | 639.62 | \$ | 134.96 |
| 312430486102270 | \$ | 639.62 | \$ | 134.96 |
| 302425494400300 | \$ | 852.83 | \$ | 179.94 |
| 312419485500790 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486103280 | \$ | 1,137.10 | \$ | 239.92 |
| 302425494602460 | \$ | 923.90 | \$ | 194.94 |
| 312419486301220 | \$ | 1,279.24 | \$ | 269.91 |
| 312419486301850 | \$ | 639.62 | \$ | 134.96 |
| 302425494400280 | \$ | 852.83 | \$ | 179.94 |
| 312430484000080 | \$ | 639.62 | \$ | 134.96 |
| 312419485500850 | \$ | 1,563.52 | \$ | 329.89 |
| 312430485206190 | \$ | 639.62 | \$ | 134.96 |
| 302425494502500 | \$ | 781.76 | \$ | 164.95 |
| 312430486103500 | \$ | 1,137.10 | \$ | 269.91 |
| 302425495200021 | \$ | 639.62 | \$ | 134.96 |
| 312430486103780 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486001860 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300620 | \$ | 639.62 | \$ | 134.96 |
| 312419486301900 | \$ | 639.62 | \$ | 134.96 |
| 312419486302020 | \$ | 1,137.10 | \$ | 239.92 |
| 312419486300260 | \$ | 781.76 | \$ | 164.95 |
| 312430485206250 | \$ | 1,137.10 | \$ | 239.92 |
| 312430485400720 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486102520 | \$ | 639.62 | \$ | 134.96 |
| 312430485205970 | \$ | 1,279.24 | \$ | 269.91 |
| 302425495200071 | \$ | 639.62 | \$ | 134.96 |
| 312419780201240 | \$ | 1,705.66 | \$ | 359.88 |
| 312430486000760 | \$ | 852.83 | \$ | 179.94 |
| 312419486301870 | \$ | 639.62 | \$ | 134.96 |
| 302425494602280 | \$ | 923.90 | \$ | 194.94 |
| 302425494100803 | \$ | 639.62 | \$ | 134.96 |
| 312430485400700 | \$ | 1,279.24 | \$ | 269.91 |
| 302425494101092 | \$ | 639.62 | \$ | 134.96 |

| | | | | |
|-----------------|----|----------|----|--------|
| 302425494400650 | \$ | 1,137.10 | \$ | 239.92 |
| 312419485501270 | \$ | 1,563.52 | \$ | 329.89 |
| 312430485003780 | \$ | 1,137.10 | \$ | 239.92 |
| 302425494401680 | \$ | 639.62 | \$ | 134.96 |
| 312430486102210 | \$ | 1,137.10 | \$ | 239.92 |
| 312419485501030 | \$ | 1,563.52 | \$ | 329.89 |
| 312430485400380 | \$ | 1,563.52 | \$ | 329.89 |
| 312419486301140 | \$ | 1,137.10 | \$ | 239.92 |
| 312430485003560 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486201430 | \$ | 781.76 | \$ | 164.95 |
| 302425494802640 | \$ | 781.76 | \$ | 164.95 |
| 312419486300360 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300370 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300380 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300390 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300400 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300410 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300420 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300430 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300440 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300450 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300460 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300470 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300480 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300900 | \$ | 639.62 | \$ | 134.96 |
| 312419486301210 | \$ | 1,279.24 | \$ | 269.91 |
| 312419486301930 | \$ | 639.62 | \$ | 134.96 |
| 312430485205820 | \$ | 1,421.83 | \$ | 299.90 |
| 312430485205830 | \$ | 1,421.83 | \$ | 299.90 |
| 312430486200130 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486200840 | \$ | 639.62 | \$ | 134.96 |
| 312430486400030 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400040 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400050 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400060 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400150 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400160 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400180 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400190 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400200 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400470 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486400480 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486400490 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486400530 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400540 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400550 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400560 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400570 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400590 | \$ | 1,137.10 | \$ | 239.92 |

| | | | | |
|-----------------|----|----------|----|--------|
| 312430486400600 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400610 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400730 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400740 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400750 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400830 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400840 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486400850 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486401130 | \$ | 639.62 | \$ | 134.96 |
| 312430486401140 | \$ | 639.62 | \$ | 134.96 |
| 312430486401150 | \$ | 639.62 | \$ | 134.96 |
| 312430486401160 | \$ | 639.62 | \$ | 134.96 |
| 312430486401290 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401300 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401310 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401350 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401370 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401400 | \$ | 1,137.10 | \$ | 269.91 |
| 312430486401420 | \$ | 1,421.83 | \$ | 299.90 |
| 312430486401430 | \$ | 1,421.83 | \$ | 299.90 |
| 312430486401440 | \$ | 1,421.83 | \$ | 299.90 |
| 312430486401450 | \$ | 1,421.83 | \$ | 299.90 |
| 312430486401460 | \$ | 1,421.83 | \$ | 299.90 |
| 312430486401510 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486401720 | \$ | 639.62 | \$ | 134.96 |
| 312430486401730 | \$ | 639.62 | \$ | 134.96 |
| 312430486401780 | \$ | 639.62 | \$ | 134.96 |
| 312430486401790 | \$ | 639.62 | \$ | 134.96 |
| 312430486401800 | \$ | 639.62 | \$ | 134.96 |
| 312430486401810 | \$ | 639.62 | \$ | 134.96 |
| 312430486401860 | \$ | 639.62 | \$ | 134.96 |
| 312430486401870 | \$ | 639.62 | \$ | 134.96 |
| 312430486401950 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486002024 | \$ | 639.62 | \$ | 134.96 |
| 312430486000310 | \$ | 639.62 | \$ | 134.96 |
| 312430486102600 | \$ | 639.62 | \$ | 134.96 |
| 312430485003350 | \$ | 852.83 | \$ | 179.94 |
| 312430486103270 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486200210 | \$ | 781.76 | \$ | 164.95 |
| 312430486103190 | \$ | 1,279.24 | \$ | 269.91 |
| 312430485206090 | \$ | 639.62 | \$ | 134.96 |

| | | | | |
|-----------------|----|----------|----|--------|
| 312430484000400 | \$ | 639.62 | \$ | 134.96 |
| 312419780000250 | \$ | 1,705.66 | \$ | 359.88 |
| 312430486000500 | \$ | 852.83 | \$ | 179.94 |
| 302425494400360 | \$ | 781.76 | \$ | 164.95 |
| 312419486300130 | \$ | 852.83 | \$ | 179.94 |
| 302425494400460 | \$ | 781.76 | \$ | 164.95 |
| 312430486001590 | \$ | 781.76 | \$ | 164.95 |
| 312430484000330 | \$ | 639.62 | \$ | 134.96 |
| 312430486000880 | \$ | 781.76 | \$ | 164.95 |
| 312430486000030 | \$ | 852.83 | \$ | 179.94 |
| 312430485400140 | \$ | 1,279.24 | \$ | 269.91 |
| 312430484000790 | \$ | 639.62 | \$ | 134.96 |
| 312419485501010 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486103040 | \$ | 852.83 | \$ | 179.94 |
| 312430486103811 | \$ | 639.62 | \$ | 134.96 |
| 312430486103794 | \$ | 639.62 | \$ | 134.96 |
| 312419780100870 | \$ | 1,705.66 | \$ | 359.88 |
| 302425495200660 | \$ | 1,137.10 | \$ | 239.92 |
| 312419780100780 | \$ | 1,705.66 | \$ | 359.88 |
| 312419486300810 | \$ | 639.62 | \$ | 134.96 |
| 302425494400480 | \$ | 781.76 | \$ | 164.95 |
| 312430486000330 | \$ | 639.62 | \$ | 134.96 |
| 302425495200063 | \$ | 639.62 | \$ | 134.96 |
| 312430485004541 | \$ | 639.62 | \$ | 134.96 |
| 302425494401310 | \$ | 1,137.10 | \$ | 239.92 |
| 312430486001160 | \$ | 852.83 | \$ | 179.94 |
| 302425495200580 | \$ | 852.83 | \$ | 179.94 |
| 312419780100480 | \$ | 1,705.66 | \$ | 359.88 |
| 312430486201350 | \$ | 639.62 | \$ | 134.96 |
| 302425495200054 | \$ | 639.62 | \$ | 134.96 |
| 312430485004610 | \$ | 852.83 | \$ | 179.94 |
| 312430486103290 | \$ | 1,279.24 | \$ | 269.91 |
| 312430486200450 | \$ | 852.83 | \$ | 179.94 |
| 312430486102810 | \$ | 852.83 | \$ | 179.94 |
| 312419485501070 | \$ | 1,279.24 | \$ | 269.91 |
| 312430485400650 | \$ | 1,563.52 | \$ | 329.89 |
| 312430486200500 | \$ | 1,137.10 | \$ | 239.92 |
| 302425494400350 | \$ | 781.76 | \$ | 164.95 |
| 302425495200051 | \$ | 639.62 | \$ | 134.96 |
| 312430485206050 | \$ | 781.76 | \$ | 164.95 |
| 312430486200420 | \$ | 639.62 | \$ | 134.96 |
| 312430485400510 | \$ | 1,563.52 | \$ | 329.89 |
| 312430486000790 | \$ | 1,137.10 | \$ | 239.92 |
| 312430485003690 | \$ | 852.83 | \$ | 179.94 |
| 312430485004110 | \$ | 923.90 | \$ | 194.94 |
| 312430486200990 | \$ | 852.83 | \$ | 179.94 |
| 312430484000700 | \$ | 639.62 | \$ | 134.96 |
| 312430484000630 | \$ | 639.62 | \$ | 134.96 |
| 312430485003680 | \$ | 852.83 | \$ | 179.94 |

| | | | | |
|-----------------|----|--------------|----|------------|
| 312419780000270 | \$ | 1,705.66 | \$ | 359.88 |
| 302425494400180 | \$ | 852.83 | \$ | 179.94 |
| 312430485003981 | \$ | 639.62 | \$ | 134.96 |
| 312430486103813 | \$ | 639.62 | \$ | 134.96 |
| 312430486103814 | \$ | 639.62 | \$ | 134.96 |
| 302425495200044 | \$ | 639.62 | \$ | 134.96 |
| 312430485206140 | \$ | 639.62 | \$ | 134.96 |
| 312430486001460 | \$ | 781.76 | \$ | 164.95 |
| 312419780100540 | \$ | 1,705.66 | \$ | 359.88 |
| 312419486301490 | \$ | 852.83 | \$ | 179.94 |
| 312430486002044 | \$ | 639.62 | \$ | 134.96 |
| 312430485206170 | \$ | 639.62 | \$ | 134.96 |
| 302425494400090 | \$ | 852.83 | \$ | 179.94 |
| 312430486001830 | \$ | 1,421.83 | \$ | 299.90 |
| 312419486300800 | \$ | 639.62 | \$ | 134.96 |
| 312419780201320 | \$ | 1,705.66 | \$ | 359.88 |
| 312430486001310 | \$ | 1,137.10 | \$ | 239.92 |
| 302425495200092 | \$ | 639.62 | \$ | 134.96 |
| 252430496601000 | \$ | 69,079.04 | \$ | 14,575.28 |
| 252430496602000 | \$ | 69,079.04 | \$ | 14,575.28 |
| 312430485003761 | \$ | 639.62 | \$ | 134.96 |
| 312430485003762 | \$ | 639.62 | \$ | 134.96 |
| 312430485003763 | \$ | 639.62 | \$ | 134.96 |
| 312430486103070 | \$ | 923.90 | \$ | 194.94 |
| 312430486103080 | \$ | 923.90 | \$ | 194.94 |
| 312430486103090 | \$ | 923.90 | \$ | 194.94 |
| 312430486103100 | \$ | 923.90 | \$ | 194.94 |
| 312430486103110 | \$ | 923.90 | \$ | 194.94 |
| 312430486103120 | \$ | 923.90 | \$ | 194.94 |
| 312430486103130 | \$ | 923.90 | \$ | 194.94 |
| 312430486103140 | \$ | 923.90 | \$ | 194.94 |
| 312430486103150 | \$ | 923.90 | \$ | 194.94 |
| 312430486103160 | \$ | 923.90 | \$ | 194.94 |
| 312430486103170 | \$ | 923.90 | \$ | 194.94 |
| 312430486103180 | \$ | 923.90 | \$ | 194.94 |
| | \$ | 3,922,831.25 | \$ | 949,133.18 |

GREENEWAY IMPROVEMENT DISTRICT

**Requisition Nos. 658 &
2018-15 – 2018-17 Approved in June 2019 in
an amount totaling \$126,615.40**

GREENEWAY IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

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

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from June 1, 2019 through June 30, 2019. This does not include requisitions previously approved by the Board.

| REQUISITION NO. | PAYEE | AMOUNT |
|-----------------|------------------------|---------------------|
| 658 | Hopping Green & Sams | \$1,386.50 |
| 2018-015 | Ferguson | \$65,095.27 |
| 2018-016 | Dix.Hite + Partners | \$1,900.00 |
| 2018-017 | Jr. Davis Construction | \$58,233.63 |
| | | \$126,615.40 |

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

(Acquisition and Construction Fund)

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

- (A) **Requisition Number:** 658
- (B) **Name of Payee:** Hopping Green & Sams
- (C) **Amount Payable:** \$1,386.50
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 197546 for Project Construction through 04/30/2019 - \$1,386.50
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

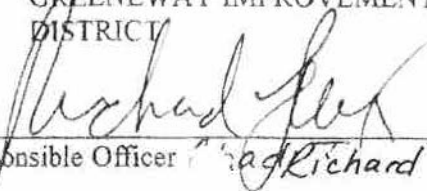
RECEIVED JUN 12 2019

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

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

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

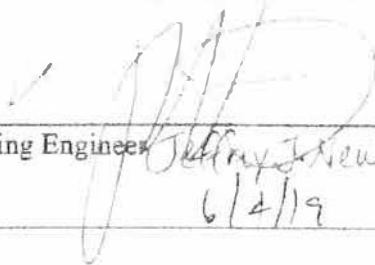
GREENEWAY IMPROVEMENT
DISTRICT


Responsible Officer Richard L. Levey

Date: 6.12.19

CONSULTING ENGINEER'S APPROVAL

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


Consulting Engineer Jeffrey J. Newton, P.E.

Date: 6/4/19

RECEIVED JUN 12 2019

EXHIBIT A

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

| | | | |
|---------|---|-----------------|--------------------------|
| DATE | May 31, 2019 | REQUISITION NO. | 015 |
| PAYEE | Ferguson Waterworks | AMOUNT DUE | \$65,095.27 |
| ADDRESS | FEL Orlando Waterworks #126 PO Box 100286 Atlanta, GA 30384-0286 | FUND | Acquisition/Construction |
| ITEM | Invoices for Memorandum Phase 7 Greenway Construction Materials: <ul style="list-style-type: none">• Invoice 1645390 for \$74,474.37• Invoice CM104211 for (\$9,168.60)• Invoice 1645194-1 for \$27000• Invoice CM103470 for (\$16x (3))• Invoice CM104026 for (\$112.50) | | |

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

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

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

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

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

GREENWAY IMPROVEMENT DISTRICT

BY:

Richard E. Levey
CHAIRMAN or VICE CHAIRMAN
Richard E. Levey

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

Jeffrey J. Newton
DISTRICT ENGINEER

RECEIVED JUN 12 2019

EXHIBIT A

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

| | | | |
|----------|---|-----------------|--------------------------|
| DATE: | June 7, 2019 | REQUISITION NO: | 016 |
| PAYEE: | Dix Hite + Partners | AMOUNT DUE: | \$1,900.00 |
| ADDRESS: | 150 West Jessup Avenue Longwood, FL 32750 | FUND: | Acquisition/Construction |
| ITEM: | <ul style="list-style-type: none">• Invoice 1905041 for Project 21646.2 (Nemours Pkwy Phase 6) Through 05/17/2019 - \$900.00• Invoice 1905043 for Project 21646.4 (Greenway Improvement District Nemours Pkwy Phase 7) Through 05/17/2019 - \$1,000.00 | | |

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

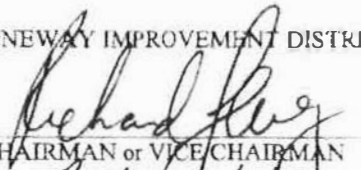
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable to the Payee set forth above, which has not been released or will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

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

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

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

GREENWAY IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

Richard L. Levey

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY: 

DISTRICT ENGINEER

Jeffery J. Newkirk PE

EXHIBIT A

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

| | | | |
|----------|---|-----------------|--------------------------|
| DATE: | June 7, 2019 | REQUISITION NO: | 017 |
| PAYEE: | Jr. Davis Construction Co., Inc. | AMOUNT DUE: | \$58,233.63 |
| ADDRESS: | 210 S. Hoagland Blvd. Kissimmee, FL 34741 | FUND: | Acquisition/Construction |
| ITEM: | Invoice 125236 (Pay Application #8) for Project 1961 (Nemours Parkway Ph. 7) Through 05/25/2019 | | |

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

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

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

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

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

GREENWAY IMPROVEMENT DISTRICT

BY:

Richard L. Levey
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

DISTRICT ENGINEER

GREENEWAY IMPROVEMENT DISTRICT

**Requisition Nos. 659 – 662 & 2018-18 – 2018-23
Approved in July 2019 in an amount
totaling \$380,937.66**

GREENWAY 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 July 1, 2019 through July 31, 2019. This does not include requisitions previously approved by the Board.

| REQUISITION NO. | PAYEE | AMOUNT |
|-----------------|-------------------------------|---------------------|
| 659 | Orlando Sentinel | \$74.17 |
| 660 | Dix.Hite + Partners | \$2,966.00 |
| 661 | Hopping Green & Sams | \$1,492.60 |
| 662 | Orlando Sentinel | \$74.17 |
| 2018-018 | Donald W. McIntosh Associates | \$23,672.25 |
| 2018-019 | Central Florida Locating | \$1,885.00 |
| 2018-020 | Dewitt Excavation | \$118,741.71 |
| 2018-021 | Ferguson | \$4,327.60 |
| 2018-022 | Jr. Davis Construction | \$220,264.16 |
| 2018-023 | Devo Seereeram | \$7,440.00 |
| | | \$380,937.66 |

**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:** 659
- (B) **Name of Payee:** Orlando Sentinel
- (C) **Amount Payable:** \$74.17
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 6875475000 for Reference OSC687547-1 (Ad #6260130) for Legal Advertising through 03/30/2019, split 3 ways = \$74.17
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

RECEIVED JUL 02 2019

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

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

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

GRANDEWAY IMPROVEMENT
DISTRICT

Responsible Officer

Date: 07-02-19

CONSULTING ENGINEER'S APPROVAL

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

Consulting Engineer

Date:

RECEIVED JUL 02 2019

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

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

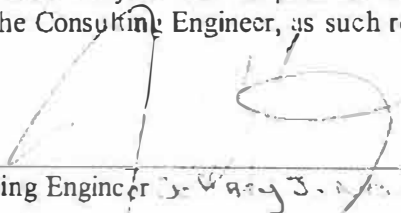
**GREENWAY IMPROVEMENT
DISTRICT**

Responsible Officer

Date: _____

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 J. Wang, P.E.

Date: 6/25/19

RECEIVED JUN 25 2019

**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:** 660
- (B) **Name of Payee:** Dix.Hite + Partners
- (C) **Amount Payable:** \$2,966.00
- (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 1906049 for Project 21646.2 (Nemours Pkwy Phase 6) Through 06/21/2019 – **\$900.00**
 - 2. Invoice 1906050 for Project 21646.4 (Nemours Pkwy Phase 7) Through 06/21/2019 – **\$2,066.00**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

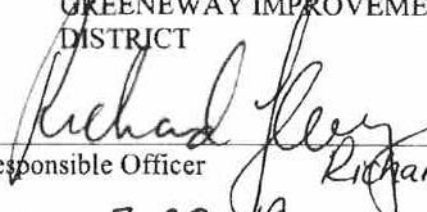
RECEIVED JUL 25 2019

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

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

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

GREENWAY IMPROVEMENT
DISTRICT


Responsible Officer

Date:

7.22.19

CONSULTING ENGINEER'S APPROVAL

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


Consulting Engineer

Date:

7/17/19

RECEIVED JUL 25 2019

**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:** 661
- (B) **Name of Payee:** Hopping Green & Sams
- (C) **Amount Payable:** \$1,492.60
- (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 108371 for Project Construction through 05/31/2019 – **\$1,492.60**
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

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

RECEIVED JUL 25 2019

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

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

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

GREENWAY IMPROVEMENT
DISTRICT

Responsible Officer

Date:

Richard K. Serrey
7.24.19

CONSULTING ENGINEER'S APPROVAL

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

Consulting Engineer

Date:

J. Serrey
7/17/19

**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:** 662
- (B) **Name of Payee:** Orlando Sentinel
- (C) **Amount Payable:** \$74.17
- (D) **Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):**
 - 1. Invoice 7765278000 for Reference OSC7765278 (Ad #6353127) for Legal Advertising Through 07-07-2019 split 3 ways - \$74.17
- (E) **Fund or Account and subaccount, if any, from which disbursement to be made:** 2013 Acquisition and Construction Account of the Acquisition and Construction Fund

The undersigned hereby certifies that:

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

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

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

GREENEWAY IMPROVEMENT
DISTRICT

Responsible Officer Richard L. Leroy
Date: _____

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: _____

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

| | | | |
|----------|--|-----------------|--------------------------|
| DATE: | June 14, 2019 | REQUISITION NO: | 018 |
| PAYEE: | Donald W. McIntosh Associates | AMOUNT DUE: | \$23,672.25 |
| ADDRESS: | 2200 Park Avenue North Winter Park, FL 32789 | FUND: | Acquisition/Construction |
| ITEM: | <ul style="list-style-type: none">• Invoice 36689 for Project 23216 (Lake Nona Greenway) Through 05/17/2019 - \$6,140.42• Invoice 36694 for Project 14952 (Nemours Parkway Phase 6 Design & Permit Segment Weller Blvd to Laureate Pk Ph 3B) Through 05/17/2019 - \$412.50• Invoice 36696 for Project 16106 (Nemours Parkway Phase 7 Design and Permitting and Lift Station No 7) Through 05/17/2019 - \$1,783.75• Invoice 36698 for Project 17056 (Laureate Park South Active Park Area on Parcel 24d - Hartwell Court) Through 05/17/2019 - \$380.00• Invoice 36699 for Project 17141 (Centerline Drive Phase 2 (aka Hartwell Court) Through 05/17/2019 - \$5,910.00• Invoice 36703 for Project 18129 (Nemours Parkway Phase 7 - Construction Phase Services - GID) Through 05/17/2019 - \$5,601.28• Invoice 36704 for Project 18141 (Centerline Drive - Segments C & D) Through 05/17/2019 - \$3,444.30 | | |

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

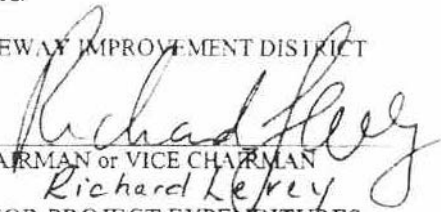
The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of any of the monies payable to the Payee set forth above, which has not been released or will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

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

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

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

GREENWAY IMPROVEMENT DISTRICT

BY: 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY: 
DISTRICT ENGINEER

RECEIVED JUL 02 2019

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

| | | | |
|----------|----------------------------------|-----------------|--------------------------|
| DATE: | June 28, 2019 | REQUISITION NO. | 019 |
| PAYEE: | Central Florida Locating | AMOUNT DUE | \$1,885.00 |
| ADDRESS: | PO Box 1468 Dunedin, FL 33514 | FUND: | Acquisition/Construction |

ITEM:

- Invoice 60656 for 2D Group Penetrating Radar & Electromagnetic Services on 06/20/19 \$942.50
- Invoice 60664 for 2D Group Penetrating Radar & Electromagnetic Services on 06/20/19 \$942.50

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

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the amounts 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 as of the date of such certificate entitled to retain.

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

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

GREENWICH IMPROVEMENT DISTRICT

BY 
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY

 7/11/19
DISTRICT ENGINEER Jeffrey S. Newton P.E.

RECEIVED JUL 11 2019

EXHIBIT A

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

| | | | |
|---------|---|-----------------|--------------------------|
| DATE | June 28, 2019 | REQUISITION NO. | 020 |
| PAYEE | DeWitt Excavation | AMOUNT DUE | \$148,741.71 |
| ADDRESS | 1446 S W Colonial Drive Winter Garden, FL 34787 | PROJECT | Acquisition/Construction |
| ITEM | Pay Application #11 for Project 2018 Lake Nona Hartwell Canal Extension (CDD Portion) through 06/29/2019. | | |

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

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

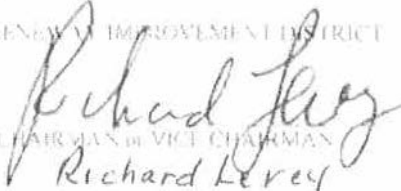
The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

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

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

GREENWAY IMPROVEMENT DISTRICT

BY:


CHAIRMAN or VICE CHAIRMAN
Richard Leroy

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:


DISTRICT ENGINEER

7/11/19
Jeffrey J. Newton P.E.

RECEIVED JUL 11 2019

EXHIBIT A

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

| | | | |
|---------|--|-----------------|--------------------------|
| DATE | June 28, 2019 | REQUISITION NO. | 021 |
| PAYEE | Ferguson Waterworks | AMOUNT DUE | \$9,327.50 |
| ADDRESS | 131 Orlando Waterworks #126 PO Box 100285 Atlanta, GA 30384-0285 | FUND | Acquisition/Construction |

ITEM: Invoice 1654699 for Nemours Phase 7 Greenway Construction Materials

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

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

Attached herein are photocopies of the statements from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

GREENWAY IMPROVEMENT DISTRICT

BY

Richard Leroy
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY

7/1/19
DISTRICT ENGINEER

Jeffrey J. Newton, P.E.

RECEIVED JUL 11 2019

EXHIBIT A

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

| | | | |
|----------|---|-----------------|--------------------------|
| DATE: | July 11, 2019 | REQUISITION NO: | 022 |
| PAYEE: | Jr. Davis Construction Co., Inc. | AMOUNT DUE: | \$220,264.16 |
| ADDRESS: | 210 S. Hoagland Blvd. Kissimmee, FL 34741 | FUND: | Acquisition/Construction |
| ITEM: | Invoice 125303 (Pay Application #9) for Project 1961 (Nemours Parkway Ph. 7) Through 06/25/2019 | | |

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

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

GREENEWAY IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

Richard H. Leroy

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

DISTRICT ENGINEER

Jeffrey J. Newton, P.E.

RECEIVED JUL 25 2019

EXHIBIT A

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

| | | | |
|----------|---|-----------------|--------------------------|
| DATE: | July 19, 2019 | REQUISITION NO: | 023 |
| PAYEE: | Devo Seetaram, Ph.D., P.E., LLC | AMOUNT DUE: | \$7,440.00 |
| ADDRESS: | 5500 Alhambra Drive Orlando, FL 32808-7004 | FUND: | Acquisition/Construction |
| ITEM: | Invoice MAR19G-10 for Geotechnical Engineering Services on Nemours Parkway Phase 6 Through 05/17/2019 | | |

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

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

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

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

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

GREENWAY IMPROVEMENT DISTRICT

BY:

CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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

BY:

DISTRICT ENGINEER

RECEIVED JUL 25 2019

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in June 2019 in an amount totaling \$65,558.87**

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 June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$65,558.87**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Greenway Improvement District
AP Check Register (Current by Bank)
Check Dates: 6/1/2019 to 6/30/2019

| Check No. | Date | Status* | Vendor ID | Payee Name | Amount |
|--|----------|----------|-----------|--------------------------------|---------------------------|
| BANK ID: SUN - CITY NATIONAL BANK | | | | | 001-101-0000-00.01 |
| 2750 | 06/06/19 | P | ALLEN | Allen E Smith Ranch & Farming | \$440.00 |
| 2751 | 06/06/19 | P | VALLEY | BrightView Landscape Services | \$5,848.60 |
| 2752 | 06/06/19 | P | DWC | DWC Outdoors & Hauling | \$4,200.00 |
| 2752 | 06/06/19 | V 6/6/19 | DWC | DWC Outdoors & Hauling | (\$4,200.00) |
| 2753 | 06/06/19 | P | HGS | Hopping Green & Sams | \$3,375.90 |
| 2753 | 06/06/19 | V 6/6/19 | HGS | Hopping Green & Sams | (\$3,375.90) |
| 2754 | 06/06/19 | P | ORLS | Orlando Sentinel | \$200.00 |
| 2754 | 06/06/19 | V 6/6/19 | ORLS | Orlando Sentinel | (\$200.00) |
| 2755 | 06/06/19 | P | DWC | DWC Outdoors & Hauling | \$4,200.00 |
| 2756 | 06/06/19 | P | HGS | Hopping Green & Sams | \$3,375.90 |
| 2757 | 06/06/19 | P | ORLS | Orlando Sentinel | \$200.00 |
| 2758 | 06/17/19 | P | VALLEY | BrightView Landscape Services | \$20,780.65 |
| 2759 | 06/17/19 | P | DONMC | Donald W. McIntosh Associates | \$477.50 |
| 2760 | 06/17/19 | P | ELC | Exquisite Lawn Care | \$1,680.00 |
| 2761 | 06/17/19 | P | FLMULC | Florida Mulch, Inc. | \$3,085.80 |
| 2762 | 06/17/19 | P | MLM | Michael's Lighting & Electric | \$81.25 |
| 2763 | 06/17/19 | P | PFMGC | PFM Group Consulting | \$3,333.33 |
| 2764 | 06/17/19 | P | TRUSTE | US Bank as Trustee for Greenew | \$48,386.36 |
| 2765 | 06/17/19 | P | VENTUR | VenturesIn.com, Inc. | \$105.00 |
| 2766 | 06/27/19 | P | FISH | Fishkind & Associates, Inc. | \$33.11 |
| 2767 | 06/27/19 | P | RLEVEY | Richard Levey | \$200.00 |
| BANK SUN REGISTER TOTAL: | | | | | \$92,226.50 |
| GRAND TOTAL : | | | | | \$92,226.50 |

debt service

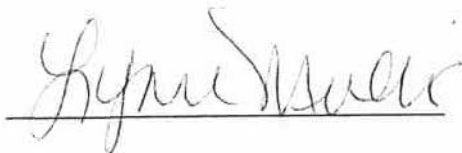
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GREENWAY IMPROVEMENT DISTRICT

Payment Authorization #393

5/31/2019

| Item No. | Payee | Invoice Number | General Fund |
|----------|---|----------------|--------------|
| 1 | Allen E Smith Ranch & Farming Drain Digging | 4057 | \$ 440.00 |
| 2 | BrightView Landscape Services Blueberry Tree Stump Grinding | 6346984 | \$ 300.00 |
| | Controller #25 Replacement & Conversion | 6351259 | \$ 5,548.60 |
| 3 | DWC Outdoors & Hauling Tree Pruning | -- | \$ 4,200.00 |
| 4 | Hopping Green & Sams General Counsel Through 04/30/2019 | 107545 | \$ 3,375.90 |
| 5 | Orlando Sentinel Legal Advertising on 05/14/2019 (Ad: 6247101) | 006513597000 | \$ 200.00 |
| TOTAL | | | \$ 14,064.50 |



Secretary/Assistant Secretary

Chairperson



RECEIVED JUN 03 2019

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #394

6/7/2019

| Item No. | Payee | Invoice Number | General Fund |
|----------|--|----------------|--------------|
| 1 | Boggy Creek Improvement District May ICM Expenses <i>pd online 6/16/19</i> | ICM2019-08 | \$ 9,003.67 |
| 2 | BrightView Landscape Services June Landscape Maintenance | 6345000 | \$ 20,651.25 |
| 3 | Florida Mulch Mulch Installation | 105651 | \$ 3,085.80 |
| 4 | Michael's Lighting & Electric Night Lighting Check on 05/31/2019 | 9239 | \$ 81.25 |
| 5 | OUC <i>pd online 6/16/19</i> Acct: 8795843030 ; Service 05/02/2019 - 06/03/2019 | -- | \$ 11,894.66 |
| 6 | VenturesIn.com June Application Hosting | 44580 | \$ 105.00 |
| TOTAL | | | \$ 44,821.63 |


Secretary/Assistant Secretary

Chairperson


6/10/19


RECEIVED JUN 10 2019

GREENWAY IMPROVEMENT DISTRICT

Payment Authorization #395

6/14/2019

| Item No. | Payee | Invoice Number | General Fund |
|----------|--|-----------------|--------------|
| 1 | BrightView Landscape Services Irrigation Repairs | 6358843 | \$ 129.40 |
| 2 | Donald W McIntosh Associates Engineering Services Through 05/17/2019 | 36688 | \$ 477.50 |
| 3 | Exquisite Lawn Care Liftstation Sod Installation | 1804 | \$ 1,570.00 |
| | Liftstation Zone Troubleshooting | 1808 | \$ 110.00 |
| 4 | PFM Group Consulting DM Fee: June 2019 | DM-06-2019-0021 | \$ 3,333.33 |
| TOTAL | | | \$ 5,620.23 |


Secretary/Assistant Secretary

Chairperson


6/15/19


RECEIVED JUN 15 2019

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #396

6/21/2019

| Item No. | Payee | Invoice Number | General Fund |
|----------|--|----------------|--------------|
| 1 | Fishkind & Associates Conference Call Reimbursables | 24504 | \$ 33.11 |
| 2 | Orange County Utilities <i>pd online 6/27/19</i> Acct: 6838006489 : Service 05/17/2019 - 06/14/2019 | -- | \$ 819.40 |
| 3 | Supervisor Fees - 06/18/2019 Meeting Richard Levey | -- | \$ 200.00 |
| TOTAL | | | \$ 1,052.51 |


Secretary/Assistant Secretary

Chairperson

Jeff L. Walden
6/21/19

RECEIVED JUN 22 2019

GREENEWAY IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in July 2019 in an amount totaling \$61,239.30**

GREENWAY 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 July 1, 2019 through July 31, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$61,239.30**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Greenway Improvement District
AP Check Register (Current by Bank)
 Check Dates: 7/1/2019 to 7/31/2019

| Check No. | Date | Status* | Vendor ID | Payee Name | Amount |
|--|----------|---------|-----------|--------------------------------|---------------------------|
| BANK ID: SUN - CITY NATIONAL BANK | | | | | 001-101-0000-00-01 |
| 2768 | 07/10/19 | P | VALLEY | BrightView Landscape Services | \$1,197.50 |
| 2769 | 07/16/19 | P | VALLEY | BrightView Landscape Services | \$20,651.25 |
| 2770 | 07/16/19 | P | DWC | DWC Outdoors & Hauling | \$8,960.00 |
| 2771 | 07/16/19 | P | HGS | Hopping Green & Sams | \$2,831.11 |
| 2772 | 07/16/19 | P | MLM | Michael's Lighting & Electric | \$81.25 |
| 2773 | 07/16/19 | P | ORLS | Orlando Sentinel | \$200.00 |
| 2774 | 07/16/19 | P | TRUSTE | US Bank as Trustee for Greenew | \$24,513.76 |
| 2775 | 07/16/19 | P | VENTUR | VenturesIn.com, Inc. | \$105.00 |
| 2776 | 07/31/19 | P | FISH | Fishkind & Associates, Inc. | \$9.02 |
| 2777 | 07/31/19 | P | PFMGC | PFM Group Consulting | \$3,333.33 |
| 2778 | 07/31/19 | P | USBANK | US Bank | \$4,148.38 |
| BANK SUN REGISTER TOTAL: | | | | | \$66,030.60 |
| GRAND TOTAL : | | | | | \$66,030.60 |

Debt Service

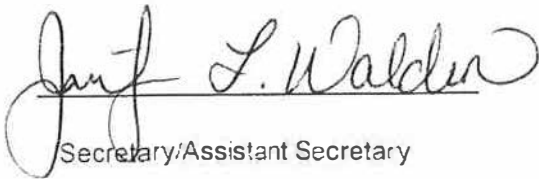
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GREENWAY IMPROVEMENT DISTRICT

Payment Authorization #397

6/28/2019

| Item No. | Payee | Invoice Number | General Fund |
|-------------|--------------------------------------|-------------------|-----------------|
| 1 | BrightView Landscape Services | | |
| | Controller #26 Repairs | 6371606 | \$ 279.50 |
| | Controller #25 Repairs | 6371607 | \$ 503.50 |
| | Irrigation Repairs at IVM | 6371608 | \$ 414.50 |
| TOTAL | | | \$ 1,197.50 |


Secretary/Assistant Secretary

Chairperson


6/29/19

RECEIVED JUN 29 2019

GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #398

7/11/2019

| Item No. | Payee | Invoice Number | General Fund |
|----------|--|----------------|--------------|
| 1 | Boggy Creek Improvement District June ICM Expenses <i>pd online 7/15/19</i> | ICM2019-09 | \$ 7,905.16 |
| 2 | BrightView Landscape Services July Landscape Maintenance | 6392887 | \$ 20,651.25 |
| 3 | DWC Outdoors & Hauling Tree Pruning | 3 | \$ 8,960.00 |
| 4 | Hopping Green & Sams General Counsel Through 05/31/2019 | 108370 | \$ 2,831.11 |
| 5 | Michael's Lighting & Electric Night Lighting Check | 10100 | \$ 81.25 |
| 6 | Orlando Sentinel Legal Advertising on 06/18/2019 (Ad: 6316356) | 7209068000 | \$ 200.00 |
| 7 | OUC <i>pd online 7/15/19</i> Acct: 8795843030 ; Service 06/03/2019 - 07/02/2019 | -- | \$ 11,345.78 |
| 8 | VenturesIn.com July Application Hosting | 44641 | \$ 105.00 |
| TOTAL | | | \$ 52,079.55 |

Lynne Mullins

Secretary/Assistant Secretary

Chairperson

Jay K... 7/12/19

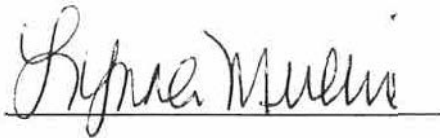
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GREENEWAY IMPROVEMENT DISTRICT

Payment Authorization #399-R

7/26/2019

| Item No. | Payee | Invoice Number | General Fund |
|----------|---|-----------------|--------------|
| 1 | Fishkind & Associates Conference Calls Reimbursables | 24543 | \$ 9.02 |
| 2 | Orange County Utilities <i>pd online 7/31/19</i> Acct: 6838006489 ; Service 06/15/2019 - 07/16/2019 | -- | \$ 471.52 |
| 3 | PFM Group Consulting DM Fee: July 2019 | DM-07-2019-0023 | \$ 3,333.33 |
| 4 | US Bank FY 19 Trustee Fees 05/01/2019 - 09/30/2019 | 5373277 | \$ 1,728.49 |
| | FY 20 Trustee Fees 10/01/2019 - 04/30/2020 | 5373277 | \$ 2,419.89 |
| TOTAL | | | \$ 7,962.25 |



Secretary/Assistant Secretary



Chairperson



7/26/19

GREENEWAY IMPROVEMENT DISTRICT

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

GREENEWAY IMPROVEMENT DISTRICT

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

Greenway Improvement District
Statement of Activities
As of 7/31/2019

| | General Fund | Debt Service | Capital Projects Fund | General Long-Term Debt | Total |
|--|---------------------|-----------------------|-----------------------|------------------------|-----------------------|
| <u>Revenues</u> | | | | | |
| On-Roll Assessments | \$429,541.19 | | | | \$429,541.19 |
| Off-Roll Assessments | 412,985.18 | | | | 412,985.18 |
| Inter-Fund Transfers In | 3,650.62 | | | | 3,650.62 |
| On-Roll Assessments | | \$1,846,733.18 | | | 1,846,733.18 |
| Other Assessments | | 2,718,444.64 | | | 2,718,444.64 |
| Other Income & Other Financing Sources | | 267,805.60 | | | 267,805.60 |
| Inter-Fund Group Transfers In | | 6,134.38 | | | 6,134.38 |
| Debt Proceeds | | 38,260.87 | | | 38,260.87 |
| Other Income & Other Financing Sources | | | \$3,049,844.43 | | 3,049,844.43 |
| Inter-Fund Transfers In | | | (9,785.00) | | (9,785.00) |
| Debt Proceeds | | | 310,000.00 | | 310,000.00 |
| Total Revenues | <u>\$846,176.99</u> | <u>\$4,877,378.67</u> | <u>\$3,350,059.43</u> | <u>\$0.00</u> | <u>\$9,073,615.09</u> |
| <u>Expenses</u> | | | | | |
| Supervisor Fees | \$3,200.00 | | | | \$3,200.00 |
| Public Officials' Liability Insurance | 2,244.00 | | | | 2,244.00 |
| Trustee Services | 3,928.39 | | | | 3,928.39 |
| Management | 33,333.30 | | | | 33,333.30 |
| Engineering | 6,985.50 | | | | 6,985.50 |
| Dissemination Agent | 5,000.00 | | | | 5,000.00 |
| Property Appraiser | 1,672.00 | | | | 1,672.00 |
| District Counsel | 18,795.73 | | | | 18,795.73 |
| Assessment Administration | 7,500.00 | | | | 7,500.00 |
| Audit | 4,395.00 | | | | 4,395.00 |
| Travel and Per Diem | 86.70 | | | | 86.70 |
| Telephone | 218.24 | | | | 218.24 |
| Postage & Shipping | 111.29 | | | | 111.29 |
| Copies | 744.00 | | | | 744.00 |
| Legal Advertising | 3,227.52 | | | | 3,227.52 |
| Miscellaneous | 215.55 | | | | 215.55 |
| Property Taxes | 477.29 | | | | 477.29 |
| Web Site Maintenance | 1,050.00 | | | | 1,050.00 |
| Dues, Licenses, and Fees | 175.00 | | | | 175.00 |
| Electric | 5,786.17 | | | | 5,786.17 |
| Water Reclaimed | 35,753.44 | | | | 35,753.44 |
| General Insurance | 2,525.00 | | | | 2,525.00 |
| Property & Casualty | 5,987.00 | | | | 5,987.00 |
| Irrigation | 37,191.31 | | | | 37,191.31 |
| Landscaping Maintenance & Material | 188,553.00 | | | | 188,553.00 |
| Tree Trimming | 20,060.00 | | | | 20,060.00 |
| Flower & Plant Replacement | 76,909.30 | | | | 76,909.30 |
| Contingency | 6,826.80 | | | | 6,826.80 |

Greenway Improvement District
Statement of Activities
As of 7/31/2019

| | General Fund | Debt Service | Capital Projects Fund | General Long-Term Debt | Total |
|--|---------------------|-----------------------|-------------------------|------------------------|-----------------------|
| IME - Aquatics Maintenance | 3,006.00 | | | | 3,006.00 |
| IME - Irrigation | 3,162.44 | | | | 3,162.44 |
| IME - Landscaping | 75,022.56 | | | | 75,022.56 |
| IME - Lighting | 2,122.13 | | | | 2,122.13 |
| IME - Miscellaneous | 2,828.85 | | | | 2,828.85 |
| IME - Water Reclaimed | 807.56 | | | | 807.56 |
| Entry and Wall Maintenance | 3,000.00 | | | | 3,000.00 |
| Streetlights | 66,088.35 | | | | 66,088.35 |
| Principal Payments | | \$1,000,000.00 | | | 1,000,000.00 |
| Interest Payments | | 2,578,629.81 | | | 2,578,629.81 |
| Trustee Services | | | \$7,000.00 | | 7,000.00 |
| Management | | | 195,000.00 | | 195,000.00 |
| Engineering | | | 224,666.31 | | 224,666.31 |
| District Counsel | | | 49,709.60 | | 49,709.60 |
| Trustee Counsel | | | 6,500.00 | | 6,500.00 |
| Bond Counsel | | | 31,000.00 | | 31,000.00 |
| Legal Advertising | | | 602.33 | | 602.33 |
| Landscaping Maintenance & Material | | | 10,718.57 | | 10,718.57 |
| Contingency | | | 5,080,529.93 | | 5,080,529.93 |
| Total Expenses | \$628,989.42 | \$3,578,629.81 | \$5,605,726.74 | \$0.00 | \$9,813,345.97 |
| <u>Other Revenues (Expenses) & Gains (Losses)</u> | | | | | |
| Interest Income | \$5,515.99 | | | | \$5,515.99 |
| Interest Income | | \$10,132.51 | | | 10,132.51 |
| Interest Income | | | \$2,320.81 | | 2,320.81 |
| Total Other Revenues (Expenses) & Gains (Losses) | \$5,515.99 | \$10,132.51 | \$2,320.81 | \$0.00 | \$17,969.31 |
| Change In Net Assets | \$222,703.56 | \$1,308,881.37 | (\$2,253,346.50) | \$0.00 | (\$721,761.57) |
| 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 | \$259,764.69 | \$5,282,227.47 | (\$447,449.50) | \$0.00 | \$5,094,542.66 |

Greenway Improvement District
Statement of Financial Position
As of 7/31/2019

| | General Fund | Debt Service | Capital Projects Fund | General Long-Term Debt | Total |
|--|---------------------|-----------------------|-----------------------|------------------------|------------------------|
| <u>Assets</u> | | | | | |
| <u>Current Assets</u> | | | | | |
| General Checking Account | \$247,490.33 | | | | \$247,490.33 |
| State Board of Administration | 1,494.49 | | | | 1,494.49 |
| Prepaid Expenses | 2,419.89 | | | | 2,419.89 |
| Deposits | 1,251.00 | | | | 1,251.00 |
| Infrastructure Capital Reserve | 9,781.57 | | | | 9,781.57 |
| Interchange Maintenance Reserve | 12,625.04 | | | | 12,625.04 |
| Debt Service Reserve (Series 2013) | | \$3,551,196.88 | | | 3,551,196.88 |
| Debt Service Reserve (Series 2018) | | 302,872.87 | | | 302,872.87 |
| Revenue (Series 2013) | | 445,585.46 | | | 445,585.46 |
| Interest (Series 2013) | | 24,456.23 | | | 24,456.23 |
| Interest (Series 2018) | | 6.32 | | | 6.32 |
| Prepayment (Series 2013) | | 958,109.71 | | | 958,109.71 |
| General Checking Account | | | \$7,072.30 | | 7,072.30 |
| Acquisition/Construction (Series 2013) | | | 8,246.23 | | 8,246.23 |
| Acquisition/Construction (Series 2018) | | | 111,315.23 | | 111,315.23 |
| Total Current Assets | \$275,062.32 | \$5,282,227.47 | 5126,633.76 | \$0.00 | \$5,683,923.55 |
| <u>Investments</u> | | | | | |
| Amount Available in Debt Service Funds | | | | \$5,282,227.47 | \$5,282,227.47 |
| Amount To Be Provided | | | | 43,677,772.53 | 43,677,772.53 |
| Total Investments | \$0.00 | \$0.00 | \$0.00 | \$48,960,000.00 | \$48,960,000.00 |
| Total Assets | \$275,062.32 | \$5,282,227.47 | \$126,633.76 | \$48,960,000.00 | \$54,643,923.55 |
| <u>Liabilities and Net Assets</u> | | | | | |
| <u>Current Liabilities</u> | | | | | |
| Due To Other Governmental Units | \$15,297.63 | | | | \$15,297.63 |
| Accounts Payable | | | \$118,741.71 | | 118,741.71 |
| Retainage Payable | | | 455,341.55 | | 455,341.55 |
| Total Current Liabilities | \$15,297.63 | \$0.00 | \$574,083.26 | \$0.00 | \$589,380.89 |
| <u>Long Term Liabilities</u> | | | | | |
| Revenue Bonds Payable - Long-Term | | | | \$48,960,000.00 | \$48,960,000.00 |
| Total Long Term Liabilities | \$0.00 | \$0.00 | \$0.00 | \$48,960,000.00 | \$48,960,000.00 |
| Total Liabilities | \$15,297.63 | \$0.00 | \$574,083.26 | \$48,960,000.00 | \$49,549,380.89 |
| <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 | 219,052.94 | | | | 219,052.94 |
| Net Assets, Unrestricted | | \$3,973,346.10 | | | 3,973,346.10 |
| Current Year Net Assets, Unrestricted | | 1,308,881.37 | | | 1,308,881.37 |
| 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 | | | (2,253,346.50) | | (2,253,346.50) |
| Net Assets - General Government | | | 9,713,374.18 | | 9,713,374.18 |
| Total Net Assets | \$259,764.69 | \$5,282,227.47 | (\$447,449.50) | \$0.00 | \$5,094,542.66 |
| Total Liabilities and Net Assets | \$275,062.32 | \$5,282,227.47 | \$126,633.76 | \$48,960,000.00 | \$54,643,923.55 |

Greenway Improvement District
 Budget to Actual
 For the Month Ending 07/31/2019

| | YTD Actual | YTD Budget | YTD Variance | FY 2019 Adopted Budget |
|---|----------------------|----------------------|----------------------|------------------------------|
| <u>Revenues</u> | | | | |
| On-Roll Assessments | \$ 429,541.19 | \$ 386,636.65 | \$ 42,904.54 | \$ 463,963.98 |
| Off-Roll Assessments | 412,985.18 | 297,230.81 | 115,754.37 | 356,676.97 |
| Net Revenues | \$ 842,526.37 | \$ 683,867.46 | \$ 158,658.91 | \$ 820,640.95 |
| <u>General & Administrative Expenses</u> | | | | |
| Legislative | | | | |
| Supervisor Fees | \$ 3,200.00 | \$ 6,000.00 | \$ (2,800.00) | \$ 7,200.00 |
| Financial & Administrative | | | | |
| Public Officials' Liability Insurance | 2,244.00 | 2,083.33 | 160.67 | 2,500.00 |
| Trustee Services | 3,928.39 | 2,083.33 | 1,845.06 | 2,500.00 |
| Management | 33,333.30 | 33,333.33 | (0.03) | 40,000.00 |
| Engineering | 6,985.50 | 8,333.33 | (1,347.83) | 10,000.00 |
| Dissemination Agent | 5,000.00 | 4,166.67 | 833.33 | 5,000.00 |
| Property Appraiser | 1,672.00 | 1,250.00 | 422.00 | 1,500.00 |
| District Counsel | 18,795.73 | 18,333.33 | 462.40 | 22,000.00 |
| Assessment Administration | 7,500.00 | 6,250.00 | 1,250.00 | 7,500.00 |
| Audit | 4,395.00 | 4,583.33 | (188.33) | 5,500.00 |
| Travel and Per Diem | 86.70 | 125.00 | (38.30) | 150.00 |
| Telephone | 218.24 | 416.67 | (198.43) | 500.00 |
| Postage & Shipping | 111.29 | 416.67 | (305.38) | 500.00 |
| Copies | 744.00 | 1,666.67 | (922.67) | 2,000.00 |
| Legal Advertising | 3,227.52 | 3,166.67 | 60.85 | 3,800.00 |
| Bank Fees | - | 41.67 | (41.67) | 50.00 |
| Miscellaneous | 215.55 | 2,083.32 | (1,867.77) | 2,500.00 |
| Property Taxes | 477.29 | 1,250.00 | (772.71) | 1,500.00 |
| Web Site Maintenance | 1,050.00 | 1,041.67 | 8.33 | 1,250.00 |
| Dues, Licenses, and Fees | 175.00 | 145.83 | 29.17 | 175.00 |
| Total General & Administrative Expenses | \$ 93,359.51 | \$ 96,770.82 | \$ (3,411.31) | \$ 116,125.00 |

Greenway Improvement District
 Budget to Actual
 For the Month Ending 07/31/2019

| | YTD Actual | YTD Budget | YTD Variance | FY 2019 Adopted Budget |
|--|--------------------------|--------------------------|---------------------------|------------------------------|
| <u>Field Operations</u> | | | | |
| Electric Utility Services | | | | |
| Electric | \$ 5,786.17 | \$ 4,166.67 | \$ 1,619.50 | \$ 5,000.00 |
| Water-Sewer Combination Services | | | | |
| Water Reclaimed | 35,753.44 | 16,666.67 | 19,086.77 | 20,000.00 |
| Other Physical Environment | | | | |
| General Insurance | 2,525.00 | 2,500.00 | 25.00 | 3,000.00 |
| Property & Casualty Insurance | 5,987.00 | - | 5,987.00 | - |
| Other Insurance | - | 625.00 | (625.00) | 750.00 |
| Irrigation | 37,191.31 | 25,000.00 | 12,191.31 | 30,000.00 |
| Landscaping Maintenance & Material | 188,553.00 | 190,530.00 | (1,977.00) | 228,636.00 |
| Tree Trimming | 20,060.00 | 33,333.33 | (13,273.33) | 40,000.00 |
| Flower & Plant Replacement | 76,909.30 | 41,666.67 | 35,242.63 | 50,000.00 |
| Contingency | 6,826.80 | 14,678.33 | (7,851.53) | 17,614.00 |
| Hurricane Cleanup | - | 4,166.67 | (4,166.67) | 5,000.00 |
| Interchange Maintenance Expenses | | | | |
| IME - Aquatics Maintenance | 3,006.00 | 3,180.00 | (174.00) | 3,816.00 |
| IME - Irrigation | 3,162.44 | 30,000.00 | (26,837.56) | 36,000.00 |
| IME - Landscaping | 75,022.56 | 73,544.40 | 1,478.16 | 88,253.28 |
| IME - Lighting | 2,122.13 | 16,666.67 | (14,544.54) | 20,000.00 |
| IME - Miscellaneous | 2,828.85 | - | 2,828.85 | - |
| IME - Water Reclaimed | 807.56 | 3,000.00 | (2,192.44) | 3,600.00 |
| Road & Street Facilities | | | | |
| Entry and Wall Maintenance | 3,000.00 | 2,500.00 | 500.00 | 3,000.00 |
| Hardscape Maintenance | - | 2,500.00 | (2,500.00) | 3,000.00 |
| Streetsights | 66,088.35 | 83,333.33 | (17,244.98) | 100,000.00 |
| Accent Lighting | - | 1,666.67 | (1,666.67) | 2,000.00 |
| Parks & Recreation | | | | |
| Personnel Leasing Agreement | - | 16,666.67 | (16,666.67) | 20,000.00 |
| Reserves | | | | |
| Infrastructure Capital Reserve | - | 18,500.00 | (18,500.00) | 22,200.00 |
| Interchange Maintenance Reserve | - | 2,622.23 | (2,622.23) | 3,146.67 |
| Total Field Operations Expenses | \$ 535,629.91 | \$ 587,513.31 | \$ (51,883.40) | \$ 705,015.95 |
| Total Expenses | \$ 628,989.42 | \$ 684,284.13 | \$ (55,294.71) | \$ 821,140.95 |
| Income (Loss) from Operations | \$ 213,536.95 | \$ (416.67) | \$ 213,953.62 | \$ (500.00) |
| <u>Other Income (Expense)</u> | | | | |
| Interest Income | \$ 5,515.99 | \$ 416.67 | \$ 5,099.32 | \$ 500.00 |
| Total Other Income (Expense) | \$ 5,515.99 | \$ 416.67 | \$ 5,099.32 | \$ 500.00 |
| Net Income (Loss) | \$ 219,052.94 | \$ - | \$ 219,052.94 | \$ - |

Greenway Improvement District
Budget to Actual
For the Month Ending 07/31/2019

| | Oct-18 | Nov-18 | Dec-18 | Jan-19 | Feb-19 | Mar-19 | Apr-19 | May-19 | Jun-19 | Jul-19 | YTD Actual |
|--|---------------------|----------------------|----------------------|---------------------|----------------------|---------------------|--------------------|----------------------|---------------------|--------------------|----------------------|
| Revenues | | | | | | | | | | | |
| On-Roll Assessments | \$ - | \$ 5,260.99 | \$ 250,152.35 | \$ 28,443.42 | \$ 24,988.36 | \$ 58,357.19 | \$ 3,495.80 | \$ 42,396.67 | \$ 10,590.30 | \$ 5,856.11 | \$ 429,541.19 |
| Off-Roll Assessments | - | 206,493.02 | - | 277.76 | 102,968.15 | - | - | 103,246.25 | - | - | 412,985.18 |
| Net Revenues | \$ - | \$ 211,754.01 | \$ 250,152.35 | \$ 28,721.18 | \$ 127,956.51 | \$ 58,357.19 | \$ 3,495.80 | \$ 145,642.92 | \$ 10,590.30 | \$ 5,856.11 | \$ 842,526.37 |
| General & Administrative Expenses | | | | | | | | | | | |
| Legislative | | | | | | | | | | | |
| Supervisor Fees | \$ 200.00 | \$ 400.00 | \$ 400.00 | \$ 400.00 | \$ 400.00 | \$ 400.00 | \$ 400.00 | \$ 400.00 | \$ 200.00 | \$ - | \$ 3,200.00 |
| Financial & Administrative | | | | | | | | | | | |
| Public Officials' Liability Insurance | 2,244.00 | - | - | - | - | - | - | - | - | - | 2,244.00 |
| Trustee Fees | 2,199.90 | - | - | - | - | - | - | - | - | 1,728.49 | 3,928.39 |
| Management | 3,333.33 | 3,333.33 | 3,333.33 | 3,333.33 | 3,333.33 | 3,333.33 | 3,333.33 | 3,333.33 | 3,333.33 | 3,333.33 | 33,333.00 |
| Engineering | - | 806.00 | 887.00 | 648.50 | 633.50 | 598.00 | 783.50 | 2,151.50 | 477.50 | - | 6,985.50 |
| Dissemination Agent | - | - | - | - | 1,250.00 | - | - | 3,750.00 | - | - | 5,000.00 |
| 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 | 5,481.39 | - | 2,831.11 | 18,795.73 |
| Assessment Administration | 7,500.00 | - | - | - | - | - | - | - | - | - | 7,500.00 |
| Audit | - | - | - | - | - | - | - | 4,395.00 | - | - | 4,395.00 |
| Travel and Per Diem | - | 30.28 | 18.32 | 9.22 | 14.44 | 4.64 | - | 9.80 | - | - | 86.70 |
| Telephone | - | 93.61 | 19.47 | 64.9 | 30.69 | - | 19.69 | 6.16 | 33.11 | 9.02 | 218.24 |
| 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 | 200.00 | - | 200.00 | 3,227.52 |
| Bank Fees | - | - | - | - | - | - | - | - | - | - | - |
| Miscellaneous | - | 32.70 | - | - | - | - | - | 182.85 | - | - | 215.55 |
| Property Taxes | - | 477.29 | - | - | - | - | - | - | - | - | 477.29 |
| Website Maintenance | 105.00 | 105.00 | 105.00 | 105.00 | 105.00 | 105.00 | 105.00 | 105.00 | 105.00 | 105.00 | 1,050.00 |
| 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 | \$ 20,015.03 | \$ 4,148.94 | \$ 8,206.95 | \$ 93,359.51 |

Greenway Improvement District
Budget to Actual
For the Month Ending 07/31/2019

| | Oct-18 | Nov-18 | Dec-18 | Jan-19 | Feb-19 | Mar-19 | Apr-19 | May-19 | Jun-19 | Jul-19 | YTD Actual |
|---|-----------------------|----------------------|----------------------|-----------------------|---------------------|----------------------|-----------------------|---------------------|-----------------------|-----------------------|----------------------|
| Field Operations | | | | | | | | | | | |
| Electric Utility Services | | | | | | | | | | | |
| Electric | \$ - | \$ - | \$ 1,144.75 | \$ 575.01 | \$ 637.57 | \$ 596.06 | \$ 851.02 | \$ 661.06 | \$ 688.22 | \$ 632.48 | \$ 5,786.17 |
| Water-Sewer Combination Services | | | | | | | | | | | |
| Water Reclaimed | - | - | 4,365.69 | 6,770.97 | 4,270.91 | 3,558.22 | 3,627.22 | 4,091.01 | 4,973.26 | 4,096.16 | 35,753.44 |
| 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 | 10,885.60 | 1,436.90 | - | 37,191.31 |
| Landscaping Maintenance & Material | 16,660.25 | 16,660.25 | 16,660.25 | 16,660.25 | 16,660.25 | 22,646.75 | 20,651.25 | 20,651.25 | 20,651.25 | 20,651.25 | 188,553.00 |
| Tree Trimming | - | - | - | - | - | - | - | 11,100.00 | - | 8,900.00 | 20,060.00 |
| Flower & Plant Replacement | - | 2,614.40 | 39,477.90 | - | 8,184.20 | 1,707.00 | 12,343.20 | 7,926.80 | 4,655.80 | - | 76,909.30 |
| Contingency | - | - | - | - | - | 3,700.00 | - | 3,126.80 | - | - | 6,826.80 |
| Hurricane Cleanup | - | - | - | - | - | - | - | - | - | - | - |
| Interchange Maintenance Expenses | | | | | | | | | | | |
| IME - Aquatics Maintenance | - | 601.20 | 300.60 | 300.60 | 300.60 | 300.60 | 300.60 | 300.60 | 300.60 | 300.60 | 3,006.00 |
| IME - Irrigation | - | - | 10.80 | 591.55 | 336.15 | - | 2,100.10 | - | 81.90 | 41.94 | 3,162.44 |
| IME - Landscaping | 7,354.44 | 7,354.44 | 7,354.44 | 7,354.44 | 7,354.44 | 8,832.60 | - | 7,354.44 | 7,354.44 | 14,708.88 | 75,022.56 |
| IME - Lighting | 98.28 | 262.47 | 200.73 | 105.66 | 756.27 | 409.41 | 79.48 | 69.65 | 72.09 | 68.09 | 2,122.13 |
| IME - Miscellaneous | - | - | 1,265.76 | 261.00 | - | - | - | 1,189.80 | - | 112.29 | 2,828.85 |
| IME - Water Reclaimed | - | 95.39 | 142.08 | 92.90 | 110.79 | 31.30 | 83.96 | 88.16 | 96.13 | 65.83 | 807.56 |
| Road & Street Facilities | | | | | | | | | | | |
| Entry and Wall Maintenance | - | - | - | - | - | - | 3,000.00 | - | - | - | 3,000.00 |
| Hardscape Maintenance | - | - | - | - | - | - | - | - | - | - | - |
| Streetlights | 330.50 | 511.25 | 15,986.97 | 6,685.28 | 6,892.32 | 6,876.70 | 7,138.47 | 7,126.68 | 7,133.83 | 7,206.35 | 66,088.35 |
| 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>\$ 74,572.87</u> | <u>\$ 47,444.42</u> | <u>\$ 56,843.87</u> | <u>\$ 535,629.91</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>\$ 94,587.90</u> | <u>\$ 51,593.36</u> | <u>\$ 65,050.82</u> | <u>\$ 628,889.42</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>\$ 51,055.02</u> | <u>\$ (41,003.06)</u> | <u>\$ (59,194.71)</u> | <u>\$ 213,536.95</u> |
| Other Income (Expense) | | | | | | | | | | | |
| Interest Income | \$ 5.89 | \$ 5.74 | \$ 677.65 | \$ 13.22 | \$ 5.46 | \$ 4,027.69 | \$ 13.45 | \$ 10.58 | \$ 707.60 | \$ 48.71 | \$ 5,515.99 |
| 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>\$ 10.58</u> | <u>\$ 707.60</u> | <u>\$ 48.71</u> | <u>\$ 5,515.99</u> |
| Net Income (Loss) | <u>\$ (44,213.81)</u> | <u>\$ 168,583.59</u> | <u>\$ 151,588.41</u> | <u>\$ (18,815.32)</u> | <u>\$ 71,982.59</u> | <u>\$ 950.76</u> | <u>\$ (62,647.42)</u> | <u>\$ 51,065.60</u> | <u>\$ (40,295.46)</u> | <u>\$ (59,146.00)</u> | <u>\$ 219,052.94</u> |

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

Amount

| | |
|---|--------------------|
| Series 2013 Bond Issue | |
| Original Construction Fund | \$ 48,700,000.00 |
| Additions (Interest, Transfers from DSR, etc.) | 577,352.64 |
| Cumulative Draws Through Prior Month | (49,269,106.41) |
| | ===== |
| Construction Funds Available | \$ 8,246.23 |
| Requisitions This Month | |
| | ===== |
| Total Requisitions This Month | \$ - |
| | ===== |
| Series 2013 Construction Funds Remaining | \$ 8,246.23 |

| | |
|---|-------------------------|
| Series 2018 Bond Issue | |
| | \$ 24,000,000.00 |
| Additions (Interest, Transfers from DSR, etc.) | 71,515.86 |
| Cumulative Draws Through Prior Month | (3,120,473.57) |
| | . |
| Requisitions This Month | |
| Requisition #S2018-024: DeWitt Excavation | \$ (1,686.80) |
| | ===== |
| Total Requisitions This Month | \$ (1,686.80) |
| | ===== |
| Series 2018 Construction Funds Remaining | \$ 20,949,355.49 |

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 | (5,058.93) |
| Lake Nona Nemours Parkway Phase 7 - Jr. Davis | (2,840,188.05) |
| | ===== |

Total Current Committed Funding **\$ (3,134,269.59)**

Upcoming Committed Funding

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

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

Total Committed Funding **\$ (3,721,081.73)**

| | |
|------------------------|----------------------|
| Net Uncommitted | 17,236,519.99 |
|------------------------|----------------------|

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 | - | - | 233,360.34 | (166,204.37) | 357,132.10 |
| 6/1/2019 | 357,132.10 | - | - | 67,457.53 | (121,720.13) | 302,869.50 |
| 7/1/2019 | 302,869.50 | - | - | 30,373.89 | (85,753.06) | 247,490.33 |
| 8/1/2019 | 247,490.33 | - | - | - | - | 247,490.33 as of 08/08/2019 |
| FY 19 Totals | | 33,166.90 | (32,216.12) | 2,717,633.01 | (2,475,593.22) | |

As of 08/08/2019