

# Midtown Improvement District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Midtown Improvement District ("District"), scheduled to be held at **3:30 p.m. on Tuesday, January 18, 2022 at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via the computer or the conference line:

Phone: 1-844-621-3956      Computer: pfmgroup.webex.com      Participant Code: 796 580 192#

## AUDITOR SELECTION COMMITTEE MEETING AGENDA

- Roll Call to Confirm Quorum
- Public Comment Period
- Review and Approval of Audit Documents
  - Audit RFP Notice
  - Instructions to Proposers
  - Evaluation Criteria – with and without price
- Adjournment

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

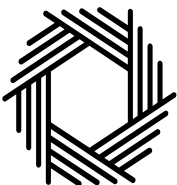
- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the November 16, 2021 Board of Supervisors' Meeting**

### Business Matters

2. **Consideration of Second Amended and Restated Interlocal Agreement Among the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Midtown Improvement District and the Greenway Improvement District Regarding Certain Maintenance of the Interchange**
3. **Ratification of Payment Authorization Nos. 017 – 021**
4. **Recommendation of Work Authorization/Proposed Services (if applicable)**
5. **Review of District's Financials**

### Other Business

- A. Staff Reports
  1. District Counsel
  2. District Manager
  3. District Engineer
  4. Construction Supervisor
  5. Landscape Supervisor



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- 6. Irrigation Supervisor
- B. Supervisor Requests

**Adjournment**



# **Midtown Improvement District**

**Audit Documents**

**MIDTOWN IMPROVEMENT DISTRICT  
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Midtown Improvement District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2021, with an option for four (4) additional annual renewals. The District is a local unit of special-purpose government created under Chapter 190, Florida Statutes, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Orange County and has an operating budget of approximately \$265,783.64. The final contract will require that, among other things, the audit for Fiscal Year 2021 be completed no later than June 1, 2022.

Each auditing entity submitting a proposal must be authorized to do business in Florida; hold all applicable state and federal professional licenses in good standing, including but not limited to a license under Chapter 473, Florida Statutes; and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposal packages, which include additional qualification requirements, evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide two (2) hard copies of their proposal and one (1) electronic copy (CD or flash drive) to Jennifer Walden, District Manager, located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, in an envelope marked on the outside "Auditing Services – Midtown Improvement District." Proposals must be received by **February 11, 2022, at 1:00 p.m.**, at the office of the District Manager. Please direct all questions regarding this Request for Proposals to the District Manager, who can be reached at (407) 723-5900.

Any protest regarding the terms of this Notice, or the proposal packages on file with the District Manager, must be filed in writing at the offices of the District Manager within seventy-two (72) calendar hours (excluding weekends) after publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or proposal package provisions.

Midtown Improvement District  
Jennifer Walden, District Manager

**RUN DATE: 1.21.22**

**MIDTOWN IMPROVEMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2021  
Orange County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **February 11, 2022, at 1:00 p.m.**, at the offices of the District Manager, PFM Group Consulting LLC, located at 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Each Proposer shall submit two (2) hard copies and one (1) electronic copy of the Proposal Documents (defined below), and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Midtown Improvement District" on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the evaluation criteria and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a contract or engagement letter with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. CONTENTS OF PROPOSALS.** All proposals shall include the following information in addition to any other requirements of the Proposal Documents.

- A.** List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B.** Describe proposed staffing levels, including resumes with applicable certifications.
- C.** Provide three (3) references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. Identify any work previously conducted for other community development districts.
- D.** The lump sum cost of the provision of the services under the proposal, plus the cost of four (4) annual renewals.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid contract award.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the evaluation criteria, contained within the Proposal Documents.

**AUDITOR SELECTION  
EVALUATION CRITERIA (WITH PRICE)**

**1. *Ability of Personnel.* (20 Points)**

This includes the geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

**2. *Proposer's Experience.* (20 Points)**

This includes past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation, of respondent, etc.

**3. *Understanding of Scope of Work.* (20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. *Ability to Furnish the Required Services.* (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

**5. *Price.* (20 Points)**

Points will be awarded based upon the lowest total bid for rendering the services and the reasonableness of the proposal.

**AUDITOR SELECTION  
EVALUATION CRITERIA (WITHOUT PRICE)**

**1. Ability of Personnel. (25 Points)**

This includes the geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

**2. Proposer's Experience. (25 Points)**

This includes past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other community development districts in other contracts; character, integrity, reputation, of respondent, etc.

**3. Understanding of Scope of Work. (25 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (25 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.



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# **Midtown Improvement District**

**Minutes of the November 16, 2021  
Board of Supervisors' Meeting**

# **MIDTOWN IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES**

## **FIRST ORDER OF BUSINESS**

## **Roll Call to Confirm a Quorum**

The Board of Supervisors' Meeting for the Midtown Improvement District was called to order on Tuesday, November 16, 2021, at 3:32 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, FL 32827.

Present:

Richard Levey	Chairman
Rob Adams	Vice-Chairman
Brent Schademan	Assistant Secretary
Julie Salvo	Assistant Secretary
Damon Ventura	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	(via phone)
Tucker Mackie	Kutak Rock	(via phone)
Jeff Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Scott Thacker	District Landscape Supervisor	
Chris Wilson	Construction Committee Member	
Matt McDermott	Construction Committee Member	

## **SECOND ORDER OF BUSINESS**

## **Public Comment Period**

Dr. Levey called for public comments. There were no public comments at this time.

## **THIRD ORDER OF BUSINESS**

## **Swearing in Newly Elected Supervisor – Damon Ventura**

Dr. Levey noted that Damon Ventura was administered the oath of office prior to the start of today's meeting.

## **FOURTH ORDER OF BUSINESS**

## **Consideration of the Minutes of the October 19, 2021, Board of Supervisors' Meeting**

The Board reviewed the minutes of the October 19, 2021, Board of Supervisors' Meeting.

On Motion by Ms. Salvo, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Minutes of the October 19, 2021, Board of Supervisors' Meeting.

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

#### **Consideration of Resolution 2022-01, Election of Officers**

Ms. Walden explained now that Ms. Ventura has been administered the oath of office, she would like to add Mr. Ventura to the slate of officers. Currently the slate is as follows: Dr. Richard Levey as Chairperson, Mr. Rob Adams as Vice Chairperson, Ms. Jennifer Walden as Secretary, Ms. Lynne Mullins, Ms. Julie Salvo, and Mr. Brent Schademan as Assistant Secretaries, Ms. Jennifer Glasgow as Treasurer, and Ms. Amanda Lane as Assistant Treasurer.

On Motion by Mr. Schademan, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2022-01, Election of Officers, as follows: Dr. Richard Levey as Chairperson, Mr. Rob Adams as Vice Chairperson, Ms. Jennifer Walden as Secretary, Ms. Lynne Mullins, Ms. Julie Salvo, Mr. Brent Schademan, and Mr. Damon Ventura as Assistant Secretaries, Ms. Jennifer Glasgow as Treasurer, and Ms. Amanda Lane as Assistant Treasurer.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Kutak Rock Fee Agreement**

Ms. Mackie explained the Kutak Rock Fee Agreement differs from the transition letter which authorized the client files to be transitioned to Kutak Rock and sets forth the terms and understanding of the representation between Kutak Rock and the District. During the Boggy Creek ID meeting, the Board reviewed the changes that were made, one of which was to the conflict language that was made at the request of the Chair. She suggested a similar change to the Midtown ID Agreement as well. Dr. Levey noted in the last sentence in paragraph seven there will be an additional clarification sentence added to the conflict language that was discussed.

On Motion by Mr. Adams, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Kutak Rock Fee Agreement subject to delegation to the Chair to review and accept the finalized language as discussed.

#### **SEVENTH ORDER OF BUSINESS**

#### **Discussion of Memo for Wastewater and Stormwater Needs Analysis**

Ms. Mackie stated this is for informational purposes. The Midtown ID does not operate any stormwater or wastewater facilities such that a needs analysis would need to be prepared and provided. However, the Boggy Creek ID will be doing so as a result of it owning and operating several interchange ponds for which

the Midtown ID has agreed to share in the cost for the associated expenses. If the Engineer were to prepare a work authorization for the preparation of that needs analysis, it would be split amongst the Districts in accordance with the Districts' Maintenance Interlocal Agreement. No action is required by the Board.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Payment  
Authorization Nos. 014 – 016**

The Board reviewed Payment Authorization Nos. 014 – 016. Ms. Walden noted these have been approved and just need to be ratified by the Board.

On Motion by Mr. Ventura, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District ratified Payment Authorization Nos. 014 – 016.

**NINTH ORDER OF BUSINESS**

**Recommendation of Work  
Authorization/ Proposed  
Services**

Ms. Walden stated the District has one Work Authorization from Berman Construction in the amount of \$400.00 for installing holiday décor at Laureate Boulevard. She noted previously the sister Lake Nona Districts used a different company that went out of business. The supplies were passed on to Berman, and they are providing the service to the Districts. She also noted that the cost is under budget as the District's budget for holiday décor is \$6,000.00.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Work Authorization from Berman Construction in the amount of \$400.00 to install holiday décor.

**TENTH ORDER OF BUSINESS**

**Review of District's Financials**

The Board reviewed the District's Financial Statements through October 31, 2021. No action is required by the Board. Dr. Levey requested Ms. Walden add a percentage column to the Budget to Actual statement.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

District Counsel – No Report

District Manager – Ms. Walden noted the next meeting is scheduled for Tuesday, December 14, 2021, at 3:30 p.m. at the hotel.

District Engineer – Mr. Newton presented the Construction Contract Status Memorandum (Minutes Exhibit A). He noted the only project currently under construction is Centerline Drive Segment F. Regarding Centerline Drive Segments B, C & D, subject to the Developer's concurrence, the bids are currently slated to come back to this Board next month.

Construction Supervisor – No Report

District Landscape Supervisor – No Report

Irrigation Supervisor – No Report

**TWELFTH ORDER OF BUSINESS**

**Supervisor Requests &  
Adjournment**

There were no Supervisor requests, so Dr. Levey requested a motion to adjourn.

On Motion by Mr. Schademan, second by Ms. Salvo, with all in favor, the November 16, 2021, Meeting of the Board of Supervisors for the Midtown Improvement District was adjourned.

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**Secretary/Assistant Secretary**

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**Chairman/Vice Chairman**

**EXHIBIT A**



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

**MEMORANDUM**

DATE: November 16, 2021  
TO: Midtown Improvement District  
Board of Supervisors  
FROM: Donald W. McIntosh Associates, Inc.  
District Engineer  
RE: Construction Contract Status

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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.

CIVIL ENGINEERS

**Centerline Drive Segment F – Jr. Davis Construction Company, Inc.:**  
(Note: this construction project is being managed by Poitras East CDD)

LAND PLANNERS

**Construction Status:** Contractor has completed rough grading. Work on Segment F will align closely with construction of Poitras Master Infrastructure Phase 1C, which includes Centerline Drive Segment G.

SURVEYORS

**Change Order (C.O.) Status:** None

**Recommended Motion:** None

**Centerline Drive Segments B, C & D:**

**Construction Status:** Bids were received on 10/1/21 and evaluated by the Construction Committee on 10/7/21. The Developer, who is funding the construction of the project under the Construction Funding Agreement, has requested that consideration of the bids by the Board be deferred to the December Board meeting.

**Change Order (C.O.) Status:** None

**Recommended Motion:** None

2200 Park Ave. North

Should there be any questions, please do not hesitate to call.

Winter Park, FL

Thank you.

32789-2355

End of memorandum.

c: Larry Kaufmann  
Matt McDermott  
Chris Wilson  
Dan Young  
Tarek Fahmy

Fax 407-644-8318

407-644-4068



# **Midtown Improvement District**

**Second Amended and Restated Interlocal Agreement Among the  
Boggy Creek Improvement District, the Myrtle Creek  
Improvement District, the Midtown Improvement District and the  
Greenway Improvement District Regarding Certain  
Maintenance of the Interchange**

**SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT AMONG THE  
BOGGY CREEK IMPROVEMENT DISTRICT, THE MYRTLE CREEK  
IMPROVEMENT DISTRICT, THE MIDTOWN IMPROVEMENT DISTRICT, AND  
THE GREENEWAY IMPROVEMENT DISTRICT REGARDING CERTAIN  
MAINTENANCE OF THE INTERCHANGE LOCATED AT THE  
CENTRAL FLORIDA GREENEWAY AND LAKE NONA BOULEVARD**

**THIS AGREEMENT** is made among the Boggy Creek Improvement District (“**Boggy Creek**”), the Myrtle Creek Improvement District (“**Myrtle Creek**”), the Midtown Improvement District (“**Midtown**”), and the Greenway Improvement District (“**Greenway**”), (together referred to herein as the “**Districts**”), each of whom is a special purpose unit of local government located in the City of Orlando, Florida (this Agreement hereinafter referred to as the “**Agreement**”).

**RECITALS**

**WHEREAS**, Boggy Creek, Myrtle Creek, Midtown, and Greenway are special purpose units of local government located entirely within the City of Orlando, Florida, respectively, that have been established for the purpose of planning, financing, constructing, installing, and/or acquiring certain improvements, facilities and services in conjunction with the development of lands located within the Districts; and

**WHEREAS**, Boggy Creek, Myrtle Creek, and Greenway have previously entered into interlocal agreements with the City of Orlando and other related agreements regarding the development of infrastructure serving lands within their respective boundaries including agreements concerning an interchange located at the Central Florida Greenway between Narcoossee Road and Boggy Creek Road (“**Interchange**”); and

**WHEREAS**, Boggy Creek, Myrtle Creek, and Greenway previously entered into an interlocal agreement with each other dated November 15, 2004, related to the funding, construction and acquisition of the Interchange (“**Interlocal Agreement**”); and

**WHEREAS**, Boggy Creek, Myrtle Creek, and Greenway previously amended the Interlocal Agreement dated November 15, 2004, to allocate the cost for the construction and acquisition of the Interchange; and

**WHEREAS**, construction of the Interchange has been completed; and

**WHEREAS**, Boggy Creek, Myrtle Creek, and Greenway previously entered into an Amended and Restated Interlocal Agreement to provide for the continued maintenance of certain landscape areas and ponds which are located within the right of way or immediately adjacent to the right of way of the Interchange (the “**Maintenance Areas**”), as identified in **Exhibit “A”**

attached hereto, and to designate Boggy Creek as the entity responsible for providing the continued maintenance to the Maintenance Areas; and

**WHEREAS**, on June 28, 2021, the boundaries of Greenway were amended to contract certain lands from Greenway's boundaries and contemporaneously, Midtown was established over the contracted lands; and

**WHEREAS**, accordingly, this Agreement provides for the addition of the Midtown as a party to the Agreement and provides for a revised allocation of costs based on acreages as set forth herein; and

**WHEREAS**, continued maintenance and enhancement of the Maintenance Areas provides a benefit to the lands within the Districts; and

**WHEREAS**, Boggy Creek will have the need for continued staffing and contractual arrangements to be in place to be able to respond to maintenance needs; and

**WHEREAS**, the Districts wish to ensure the timely, efficient and cost-effective provision of maintenance services; and

**WHEREAS**, the Districts find that designation of Boggy Creek as the entity for provision of the staffing and contract coordination for the maintenance of the Maintenance Areas provides the most efficient and cost-effective way to provide maintenance services; and

**WHEREAS**, it is in the interest of each District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of their respective districts; and

**WHEREAS**, section 163.01, *Florida Statutes*, known as the "Florida Interlocal Cooperation Act of 1969," permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Districts find this Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

**WHEREAS**, the Districts desire to exercise jointly their common powers and authority concerning the cost effective provision of maintenance services; the avoidance of inefficiencies caused by the unnecessary duplication of services; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

**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 Districts, the Districts agree as follows:

**SECTION 1. Recitals and Authority.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 189, and 190, *Florida Statutes*, and the Florida Constitution.

**SECTION 2. Maintenance.** The Districts acknowledge that it is in the best interest of the residents and property owners in each District for the Maintenance Areas to be kept in a condition reflecting the quality of development within the Districts. Boggy Creek shall maintain the Maintenance Areas in substantial accordance with the provisions outlined in the Landscape Maintenance Agreement and the Joint Pond Maintenance Agreement. At such time as the Landscape Maintenance Agreement and the Joint Pond Maintenance Agreement are entered into, Boggy Creek shall maintain the Maintenance Areas in accordance with the provisions therein. The parties agree that any or all of the maintenance of the Maintenance Areas shall be arranged by Boggy Creek.

**2.1 Contracts.** Boggy Creek shall comply with all applicable laws regarding the procurement of goods or services.

**2.2 Administration.** Boggy Creek shall be solely responsible for ensuring adequate administration and inspection of the Maintenance Areas.

**2.3 Costs.** Consistent with the Amended and Restated Interlocal Agreement, the percentage allocation of costs is based on the acreage within each District. The percentage allocation of costs for the maintenance of the Maintenance Areas is as follows:

Boggy Creek	32.5%
Greenway	24.0%
Myrtle Creek	31.5%
Midtown	12.0%

The amounts to be paid by each District for the provision of maintenance services shall be based on these percentages.

**2.4 Budget.** Within seven (7) days after Boggy Creek annually approves its preliminary budget, Boggy Creek shall provide a copy of the preliminary budget to Myrtle Creek, Midtown, and Greenway for review. In the event that the total funds budgeted for the use, operation, repair and maintenance of the Maintenance Areas are not clearly identified in the preliminary budget, Boggy Creek shall send a letter accompanying the preliminary budget which sets forth the total amount budgeted for the use, operation, repair and maintenance of the Maintenance Areas. If Myrtle Creek, Midtown, and/or Greenway dispute the total amount budgeted by Boggy Creek, Myrtle Creek, Midtown, and/or Greenway shall notify Boggy Creek of its concerns. In such event, the Districts agree to cooperate in good faith toward refining the budgeted amount prior to Boggy Creek's adoption of its final budget. However, nothing herein shall operate to prevent Boggy Creek from adopting its final budget in a timely manner.

**2.5 Payment.** At the beginning of each month, Boggy Creek shall aggregate the prior month's actual expenditures associated with the use, operation, repair and maintenance of the Maintenance Areas and invoice Greenway, Midtown and Myrtle Creek for their proportionate share of the same. Greenway, Midtown and Myrtle Creek shall pay such invoice within thirty (30) days of receipt.

**2.6 Unbudgeted Expenses.** It is contemplated by the parties that unusual, unbudgeted maintenance events (e.g. extreme weather or bug infestation, etc.) may occur. In such event, the Districts agree to cooperate in good faith in arranging for the repair of the Maintenance Areas and toward allocating cost among the Districts.

**2.7 Inspection of Records; Payment Disputes.** Upon request, Boggy Creek shall make available to Myrtle Creek, Midtown, and Greenway for review at a reasonable time and place, its books and records with respect to expenses associated with the use, operation, repair and maintenance of the Maintenance Areas. In the event of a dispute between the parties relating to the reimbursement of these expenses, Myrtle Creek, Midtown, and/or Greenway shall pay the amount requested by Boggy Creek in the time frame set forth above. Myrtle Creek, Midtown, and/or Greenway shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the right of Myrtle Creek, Midtown, and/or Greenway to dispute the correct amount of such required payment.

**SECTION 3. Insurance.** Boggy Creek shall require any contractor selected to provide maintenance services to maintain liability and property insurance in amounts customary for the scope of such a maintenance project and shall name each other district as an additional insured.

**SECTION 4. Liability Limitations.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any of the Districts, including their supervisors, officers, agents and employees and independent contractors, 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.

**SECTION 5. Default.** A default by any District under this Agreement shall entitle the other Districts to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

**SECTION 6. Enforcement.** In the event that any District seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

**SECTION 7. Controlling Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

**SECTION 8. Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

**SECTION 9. Amendment.** This Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

**SECTION 10. Interpretation.** This Agreement has been negotiated fully between the parties as an arms length transaction. All Districts participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 11. Time of the Essence.** The Districts each agree that time is of the essence of this Agreement.

**SECTION 12. Notice.** Each District shall furnish to the other such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To Boggy Creek: Boggy Creek Improvement District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817  
Attn: District Manager

To Myrtle Creek: Myrtle Creek Improvement District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817  
Attn: District Manager

To Midtown: Midtown Improvement District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817  
Attn: District Manager

To Greenway: Greenway Improvement District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817  
Attn: District Manager

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. 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.

**SECTION 13. Effective Date.** This Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Orange County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

**[signatures contained on following page]**

IN WITNESS WHEREOF the undersigned set their hands as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOGGY CREEK IMPROVEMENT DISTRICT

Witness:

\_\_\_\_\_

Print Name

Witness:

\_\_\_\_\_

Print Name

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

\_\_\_\_\_

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

Attest: \_\_\_\_\_

Assistant Secretary

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me, and who Did [ ] or Did Not [ ] take an oath.

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

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



MYRTLE CREEK IMPROVEMENT  
DISTRICT

Witness:

\_\_\_\_\_

\_\_\_\_\_

Print Name

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

\_\_\_\_\_

Witness:

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

\_\_\_\_\_

\_\_\_\_\_

Print Name

Attest: \_\_\_\_\_

Assistant Secretary

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me, and who Did [ ] or Did Not [ ] take an oath.

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

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

GREENEWAY IMPROVEMENT DISTRICT

Witness:

\_\_\_\_\_

Print Name

Witness:

\_\_\_\_\_

Print Name

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

\_\_\_\_\_

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

Attest: \_\_\_\_\_

Assistant Secretary

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me, and who Did [ ] or Did Not [ ] take an oath.

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

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

MIDTOWN IMPROVEMENT DISTRICT

Witness:

\_\_\_\_\_

Print Name

Witness:

\_\_\_\_\_

Print Name

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

\_\_\_\_\_

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

Attest: \_\_\_\_\_

Assistant Secretary

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, who is personally known to me, and who Did [ ] or Did Not [ ] take an oath.

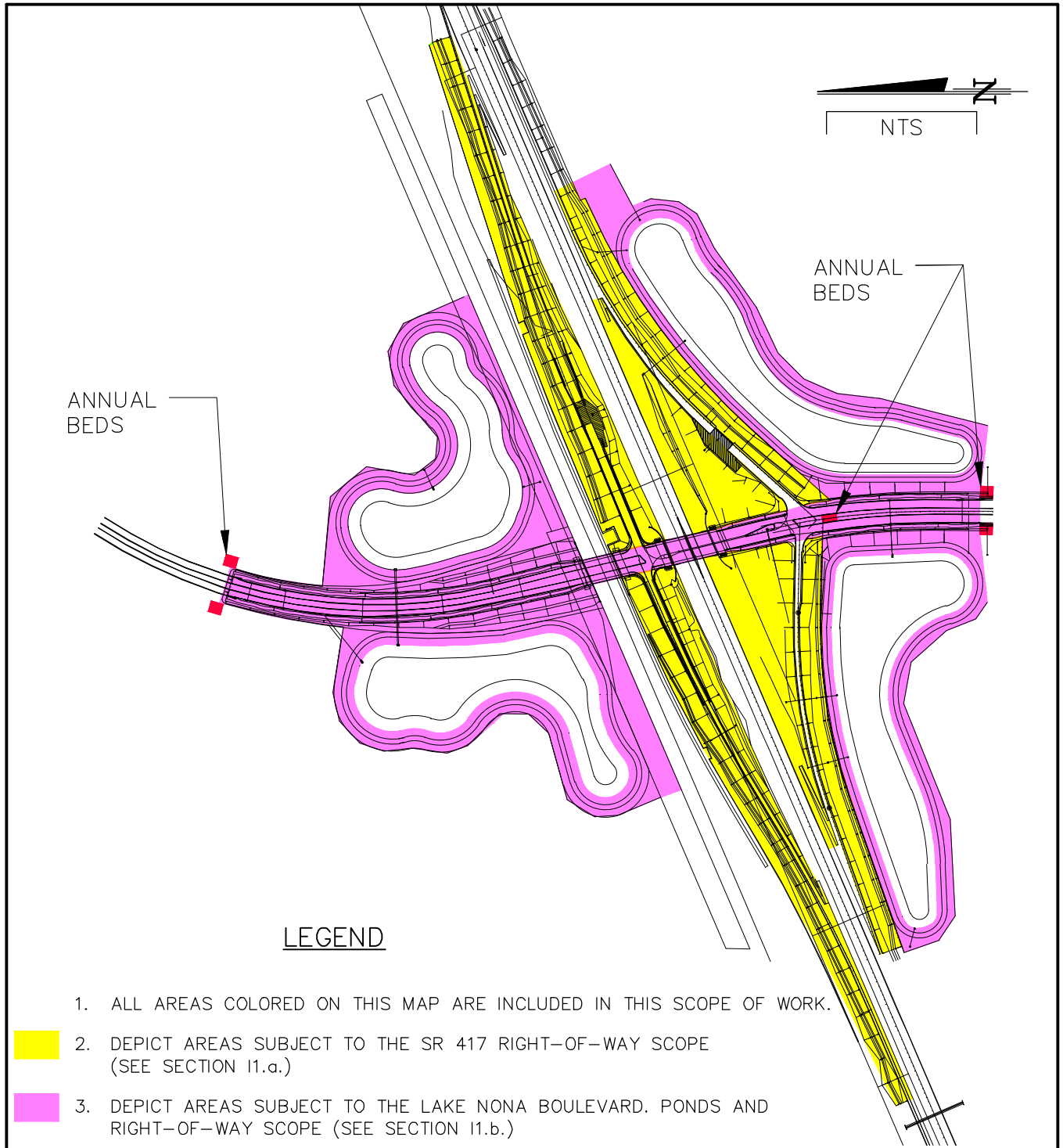
Print Name: \_\_\_\_\_

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Exhibit A: Maintenance Areas



LEGEND

1. ALL AREAS COLORED ON THIS MAP ARE INCLUDED IN THIS SCOPE OF WORK.
2. DEPICT AREAS SUBJECT TO THE SR 417 RIGHT-OF-WAY SCOPE (SEE SECTION 11.a.)
3. DEPICT AREAS SUBJECT TO THE LAKE NONA BOULEVARD, PONDS AND RIGHT-OF-WAY SCOPE (SEE SECTION 11.b.)

NOTE:

BIDDER IS RESPONSIBLE TO CHECK, MEASURE AND CONFIRM ALL QUANTITIES PRIOR TO SUBMITTING THEIR PROPOSAL.

MAP REVISED 3/27/19



**DONALD W. McINTOSH ASSOCIATES, INC.**  
 ENGINEERS PLANNERS SURVEYORS  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

**BOGGY CREEK  
 IMPROVEMENT DISTRICT**  
 LANDSCAPE & IRRIGATION  
 MAINTENANCE SERVICES WORK  
 AREA MAP

DRAWN BY: PRD	DESIGNED BY: JCN	APPROVED BY: JMF	SCALE	JOB NUMBER
DATE: 05/24/10	DATE: 03/27/19	DATE: 03/27/19	AS SHOWN	23218.0003

# **Midtown Improvement District**

**Payment Authorization  
Nos. 017-021**

# MIDTOWN IMPROVEMENT DISTRICT

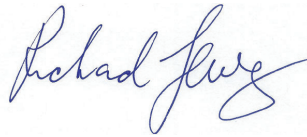
**Payment Authorization #017**

11/19/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Donald W McIntosh Associates</b> Engineering Services Through 11/05/2021	41894	\$ 445.50	FY 2022
2	<b>PFM Group Consulting</b> DM Fee: November 2021	DM-11-2021-32	\$ 2,916.67	FY 2022
3	<b>Supervisor Fees - 11/16/2021 Meeting</b> Richard Levey	--	\$ 200.00	FY 2022

**TOTAL                    \$ 3,562.17**

-	FY 2021
3,562.17	FY 2022



\_\_\_\_\_  
Chairperson

Midtown Improvement District  
 c/o PFM Group Consulting  
 3501 Quadrangle Boulevard, Ste. 270  
 Orlando, FL 32817  
 LaneA@pfm.com // (407) 723-5925

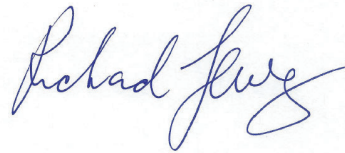
**RECEIVED**  
 By Amanda Lane at 4:46 pm, Nov 19, 2021

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #018

12/3/2021

Item No.	Payee	Invoice Number	General Fund
1	<b>Berman Construction</b> December Administrator & Irrigation Specialist	16096	\$ 1,139.99
2	<b>Cepra Landscape</b> December Landscape Maintenance - Section 1	ORL837	\$ 1,983.33
	December Landscape Maintenance - Section 2	ORL838	\$ 5,644.38
	December Landscape Maintenance - Section 3	ORL839	\$ 880.33
3	<b>Hopping Green &amp; Sams</b> General Counsel Through 11/12/2021	126054	\$ 2,366.47
4	<b>Tribune 365 National Group</b> Legal Advertising on 11/09/2021 (Ad: 7065284)	OSC44883379	\$ 241.25
<b>TOTAL</b>			<b>\$ 12,255.75</b>



Chairperson

**RECEIVED**

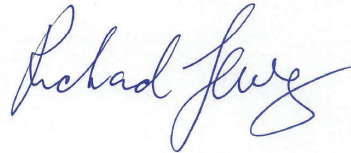
By Amanda Lane at 9:14 am, Dec 07, 2021

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #019

12/10/2021

Item No.	Payee	Invoice Number	General Fund
<b>1</b>	<b>PFM Group Consulting</b>		
	Billable Expenses	117953	\$ 40.16
	Billable Expenses	118287	\$ 32.13
	DM Fee: December 2021	DM-12-2021-32	\$ 2,916.67
	October Reimbursables	OE-EXP-11-25	\$ 39.99
<b>TOTAL</b>			<b>\$ 3,028.95</b>



Chairperson



MIDTOWN IMPROVEMENT DISTRICT

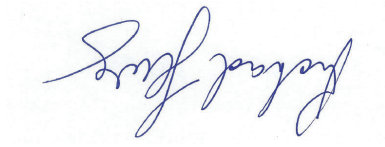
Payment Authorization #020  
12/17/2021

Item No.	Payee	Invoice Number	Fund
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1	Donald W McIntosh Associates	42013	506.50
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TOTAL	\$	506.50
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Chairperson

Midtown Improvement District  
c/o PFM Group Consulting  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817  
LaneA@pfm.com // (407) 723-5925

Received on Sunday, December 19, 2021 - ALane

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #021

1/7/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Cepra Landscape</b>		
	January Section 1 Landscaping	ORL1070	\$ 1,983.33
	January Section 2 Landscaping	ORL1071	\$ 5,644.38
	January Section 3 Landscaping	ORL1072	\$ 880.33
<b>TOTAL</b>			<b>\$ 8,508.04</b>



Chairperson

Midtown Improvement District  
c/o PFM Group Consulting  
3501 Quadrangle Boulevard, Ste. 270  
Orlando, FL 32817  
LaneA@pfm.com // (407) 723-5925

**RECEIVED**

**By Amanda Lane at 4:03 pm, Jan 07, 2022**

# **Midtown Improvement District**

**Work Authorization/Proposed Services**  
*(if applicable)*

MIDTOWN IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Centerline Drive Phase 2 – Segment F

Brief Description: Services for Plan Revisions for Vertiport as requested by TDC.

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

Is this work pursuant to an existing Agreement?  Yes  No

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

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

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

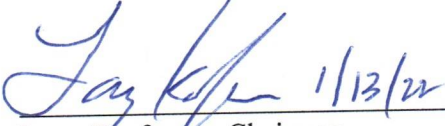
Is this a continuation of previously authorized work?  Yes  No

Proposal attached:  Yes  No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 5,400.00

Recommendation:  Approve  Deny

By:  11/13/22  
Larry Kaufmann, Chairman  
Midtown Improvement District Construction Committee

- c: Jennifer Walden
- Tucker Mackie
- Jeffrey Newton
- Lynne Mullins



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

January 10, 2022

Dr. Richard Levey, Chairman  
Board of Supervisors  
**Midtown Improvement District**  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817

Re: Centerline Drive Phase 2 (aka Segment F)  
Additional Services Agreement  
DWMA Job No. 17141 (062)

Dear Mr. Levey:

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Work Authorization to provide additional services to the Midtown Improvement District (“CLIENT”) for Centerline Drive Phase 2 (aka Segment F) (“Project”). The scope of this proposal includes Additional Services related to the modification of the Project’s two-lane roadway configuration to a three-lane configuration in support of the future vertiport on Parcel 24E, and later reverting the modification to the original 2-lane design, both at the Developer’s request. Since the Project is currently under construction, and time was of the essence in making these plan revisions, Additional Services commenced on December 3, 2021, and we submitted a work authorization for the plan revisions to the district’s construction supervisor on December 8, 2021. Approximately 2 weeks after the plan revisions had commenced, after the revisions had been 90% completed but before the referenced work authorization had been approved, DWMA was notified by the Developer that the vertiport would no longer be located on Parcel 24E and that the roadway design should revert to the original 2-lane configuration. This Additional Services Agreement includes only those services undertaken in connection with the plan revisions and the reversion of the roadway design to the original configuration.

DWMA will provide these Additional Services pursuant to our current contract with the Midtown Improvement District dated October 19, 2021 (“Contract”), and the attached Basis of Proposal and CLIENT Responsibilities as follows:

**I. Scope of Work**

- A. CONSTRUCTION PLAN REVISION AND PROCESSING – This scope item includes plan revisions and partial processing through the City of Orlando to modify the two-lane typical roadway section to a three-lane configuration, and then later reverting these modifications as requested by the Developer.

**FEE SCHEDULE**

Contract Item	Billing Item	Description	Fee
A.	062	Construction Plan Revision and Processing	\$5,400.00
<b>TOTAL</b>			<b>\$5,400.00</b>

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

F:\Contract\Proposals\cp14417.doc

<http://www.dwma.com>

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS





*Dr. Richard Levey, Chairman  
 Board of Supervisors  
 Midtown Improvement District  
 Centerline Drive Phase 2 (Segment F)  
 Additional Services  
 DWMA Job No. 17141 (062)  
 January 10, 2022  
 Page 2 of 4*

**II. Compensation**

CLIENT will compensate DWMA such fixed fees as are indicated below next to each specific item of Services, and as may be charged from time to time in connection with Additional Services, plus Reimbursable Expenses pursuant to the Contract.

This proposal, together with the Contract, represents the entire understanding between the Midtown Improvement District and Donald W. McIntosh Associates, Inc. with regard to the referenced Work Authorization. If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to our office (executed electronic scanned copies are acceptable). Upon receipt, we will promptly schedule our services.

We appreciate your confidence in Donald W. McIntosh Associates, Inc., and look forward to continuing to serve you. Please contact the undersigned with any questions or clarification.

Sincerely,  
 DONALD W. MCINTOSH ASSOCIATES, INC.

Garth R. Ritter, P.E.  
 Associate  
 Senior Project Manager

GRR/lb

Attachments: Centerline Segment F Three-Lane Concept

ACCEPTANCE OF CONTRACT BY:

\_\_\_\_\_  
 [Signature]

\_\_\_\_\_  
 [Date]

\_\_\_\_\_  
 [Name and Title]

\_\_\_\_\_  
 [Company]

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



*Dr. Richard Levey, Chairman*  
**Midtown Improvement District**  
**BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**  
*DWMA Job No. 17141 (062)*  
*January 10, 2022*  
*Page 3 of 4*

## **BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**

Our Agreement is also based on the following conditions and limitations:

### **BASIS OF PROPOSAL**

Project design limits will be based generally on Option 2 of the enclosed Centerline Segment F Three-Lane Concept, dated 12/08/21.

CLIENT has performed the necessary due diligence research to confirm that the site is suitable for the intended purpose.

The CLIENT is advised that concurrency management and comprehensive plan consistency will impact the land development process. Regulations regarding concurrency and consistency vary according to governmental jurisdiction. The status of concurrency, consistency and, if applicable, vested rights must be addressed for all projects within the State of Florida. DWMA presumes the CLIENT is aware of the issues and resultant impacts described. DWMA disclaims responsibility for delays that may be encountered due to failure on the part of the CLIENT to address concurrency and consistency issues prior to initiation of Services proposed herein. DWMA is not responsible for changes to the approved plans that may alter the concurrency vesting status or for noncompliance on the part of the property owner with regard to the performance terms and conditions established in the vesting certificate.

DWMA will not be responsible for any circumstances, acts, errors, omissions or events, of any type, beyond its control including, without limitation, construction costs, the acts or failures to act of any governmental or judicial agency, or the existence of hazardous waste of any type associated with the Project. No Services associated with hazardous waste of any type are included in any way in this Agreement.

Without limitation, architectural, traffic engineering (e.g., studies, signalization), structural engineering (e.g., retaining walls, bridges, docks), mechanical engineering (e.g., fire pumps), fire protection engineering (e.g., dedicated fire lines beyond the point of service), electrical engineering, geotechnical engineering and testing, environmental assessment, landscape and irrigation design, non-civil utility engineering (e.g., power, gas, telephone, cable television, site lighting) and any other professional or consultant services required by CLIENT and not undertaken by DWMA, shall be retained separately by the CLIENT. **No Services are included in this Agreement other than those specifically listed herein.**

DWMA may be mandated by regulatory authorities to incorporate findings, requirements and details of design in their construction plans that are prepared by professional geotechnical engineers and not by DWMA. In doing so, DWMA assumes no responsibility or liability for the design, construction or operation of geotechnical engineering components which may include, but not be limited to, underdrains, ground stabilizers, backfills,

embankments, etc. CLIENT must also recognize that some of these systems (i.e., underdrains, etc.) usually require extensive field supervision during construction and certification after construction. These systems are subject to damage by other activities during or after infrastructure construction such as other utility installations (power, telephone, cable, gas, etc.). DWMA assumes no liability for damages to any design element caused by the improper design, construction, operation or maintenance of improvements designed by others.

DWMA, in and through its review and/or use of design and calculations prepared by others, is not responsible for or liable for error or omissions in the design and permitting services provided by others. CLIENT's consultants will provide DWMA with permission to utilize and rely upon their work product as the basis of DWMA's design. Certain elements designed by others may be shown in DWMA construction plans for context only.

DWMA's performance and work product quality is dependent upon the timely provision of services from CLIENT-selected and contracted third-party consultants, including but not limited to geotechnical engineer, environmental consultant, transportation engineer, landscape/hardscape/irrigation designer and/or legal consultant whose services, while coordinated to the extent possible, are beyond the scope of responsibility of DWMA.

If locating underground utilities is expressly included in the Services, DWMA will locate such underground utilities as may be marked by a utility locating service retained by CLIENT. DWMA shall not be liable for showing any utility lines not marked by the locating company. DWMA cannot and does not guarantee or warranty that unidentified utilities will not be encountered.

Any opinion of construction cost prepared by DWMA represents its judgment as a design professional and is supplied for the general guidance of the CLIENT only since DWMA has no control over the cost of labor and material or over competitive bidding or market conditions. DWMA does not warrant or guarantee the accuracy of such opinions.

No permit applications or negotiations with regulatory agencies or permitting authorities are included other than those specifically listed herein.

If construction services or observation of construction are included herein, the Services included by DWMA will be to conduct periodic visits and observations to determine that the Work generally conforms or will conform to the applicable contract documents in relation to DWMA's engineering Services. DWMA's Service shall not include determining, supervising, implementing, or undertaking the responsibilities of the contractor, subcontractors or others, regarding means, methods, techniques, sequences and procedures of construction, nor for job conditions, safety precautions or programs. Construction phase services for systems designed and permitted by others are not included.





*Dr. Richard Levey, Chairman*  
**Midtown Improvement District**  
**BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**  
*DWMA Job No. 17141 (062)*  
*January 10, 2022*  
*Page 4 of 4*

Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and/or record drawings. Any as-built surveys required to be performed by DWMA due to failure of contractor's surveyor to provide accurate and complete survey data will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

Federal Emergency Management Agency (FEMA) Map revisions or amendments which may be required by regulatory agencies or lenders are not included unless specifically listed in Basic Services.

Provision of customized digital data files to CLIENT, CLIENT's consultants and/or CLIENT's contractor is not included. DWMA work product will be prepared digitally in AutoCAD Civil3D® 2018 or later.

**CLIENT RESPONSIBILITIES**

The CLIENT, or his representative, shall be available to meet with DWMA and provide decisions in a timely manner throughout the course of the Project.

The CLIENT will provide DWMA with plans and other pertinent information which may be necessary to properly survey or engineer the Project.

Prior to initiation of preliminary or final design, an approved site plan and final dimensioned building footprint(s) will be provided to DWMA by CLIENT, which will be complete with final geometry, and will be relied upon by DWMA.

The CLIENT will engage a professional geotechnical engineer to provide necessary hydrogeologic design support, relevant construction specifications for earthwork items and required construction inspection and certification. CLIENT's geotechnical engineer shall be responsible for final certification of all flexible and rigid pavement. DWMA has the CLIENT's authority to rely on this professional information as a basis for its design Services and certifications.

The CLIENT will engage a professional environmental consultant to provide jurisdictional determinations and necessary design and permitting support for wetland and special species issues.

The CLIENT will engage a professional environmental firm or firms who specialize in all matters relating to "hazardous" or "special" materials wastes, deposits, soils, contamination, etc., as may be required to support permitting or construction of the Project.

The CLIENT will engage a professional landscape architect to provide landscape and irrigation design related

to the development of the property as intended by CLIENT.

The CLIENT will engage a professional architect to perform all architectural services including, without limitation, incorporation of the work product of DWMA, and compliance with local, state or federal laws, regulations, codes and Americans with Disabilities Act ("ADA") requirements.

The CLIENT will engage a professional transportation consultant to provide analysis related to development of the property as intended by CLIENT, including but not limited to traffic studies, determination of turn lane requirements, traffic signal design, Maintenance of Traffic (MOT) plans and roundabout geometry, striping and signage design.

The CLIENT will engage a professional legal counselor to provide legal services related to development of the property as intended by CLIENT.

The CLIENT will engage a professional state licensed hydrogeologist for completion of hydrologic data required in support of a Consumptive Use/Water Use Permit.

The CLIENT will engage a professional archaeologist to provide archaeological analysis related to development of the property as intended by CLIENT.

The CLIENT agrees that DWMA shall have no responsibility for the accuracy of information provided by, or for any portion of the Project designed by the CLIENT or CLIENT's other consultants, or for compliance with local, state or federal ADA requirements. DWMA shall not be required to check or verify the CLIENT's or other consultants' work product, information, or construction documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances, and regulations, including, without limitation, ADA requirements. The CLIENT also agrees to require all other consultants engaged by the CLIENT to coordinate their design or construction documents or reports with the work product of DWMA, to promptly report any conflicts or inconsistencies to DWMA and to cooperate fully in the resolution of those conflicts or inconsistencies. The CLIENT further agrees, to the fullest extent permitted by law, to indemnify and hold harmless DWMA from any claims, damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or relating to false, inaccurate, or non-compliant information provided by CLIENT or its other consultants, or the services performed by other consultants engaged by the CLIENT.

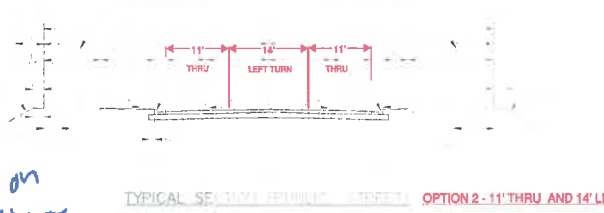
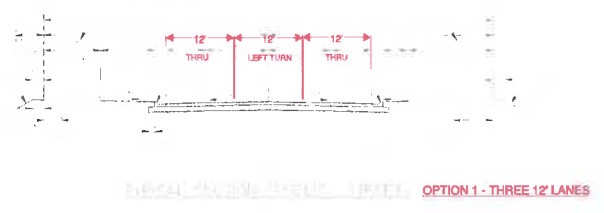
The CLIENT or CLIENT's contractor shall obtain the required National Pollutant Discharge Elimination System (NPDES) permit for the Project.

The CLIENT will provide DWMA with all applicable operation and maintenance budgets and budget reserve estimates for all gated communities prior to submittal of the final plat to satisfy local jurisdiction requirements.

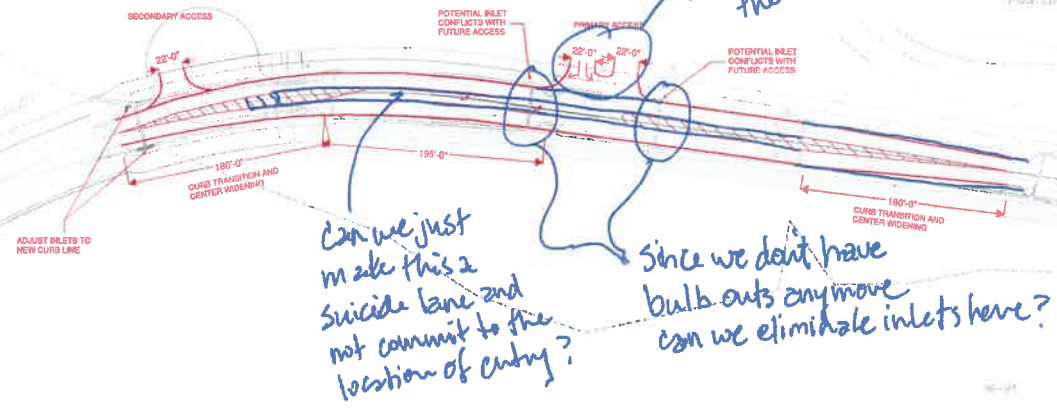


1"=50'

FUTURE  
LILIUM  
VERTIPORT



DESIGN SPEED 30 MPH  
POSTED SPEED 25 MPH



CENTERLINE SEGMENT F THREE-LANE CONCEPT

12/8/21

# **Midtown Improvement District**

## **District's Financials**

**Midtown Improvement District**  
Statement of Financial Position  
As of 12/31/2021

	General Fund	Capital Projects Fund	Total
<b><u>Assets</u></b>			
<b><u>Current Assets</u></b>			
General Checking Account	\$13,686.42		\$13,686.42
Accounts Receivable - Due from Developer	50,000.00		50,000.00
Accounts Receivable - Due from Developer		\$31,628.78	31,628.78
Due From Other Funds		896.00	896.00
Total Current Assets	\$63,686.42	\$32,524.78	\$96,211.20
<b>Total Assets</b>	\$63,686.42	\$32,524.78	\$96,211.20
<b><u>Liabilities and Net Assets</u></b>			
<b><u>Current Liabilities</u></b>			
Accounts Payable	\$32,560.15		\$32,560.15
Due To Other Funds	896.00		896.00
Deferred Revenue	50,000.00		50,000.00
Accounts Payable		\$32,524.78	32,524.78
Deferred Revenue		31,628.78	31,628.78
Total Current Liabilities	\$83,456.15	\$64,153.56	\$147,609.71
<b>Total Liabilities</b>	\$83,456.15	\$64,153.56	\$147,609.71
<b><u>Net Assets</u></b>			
Net Assets - General Government	(\$4,030.12)		(\$4,030.12)
Current Year Net Assets - General Government	(15,739.61)		(15,739.61)
Net Assets, Unrestricted		(\$74,789.43)	(74,789.43)
Current Year Net Assets, Unrestricted		43,160.65	43,160.65
Total Net Assets	(\$19,769.73)	(\$31,628.78)	(\$51,398.51)
<b>Total Liabilities and Net Assets</b>	\$63,686.42	\$32,524.78	\$96,211.20

**Midtown Improvement District**  
**Statement of Activities**  
**As of 12/31/2021**

	General Fund	Capital Projects Fund	Total
<b><u>Revenues</u></b>			
Developer Contributions	\$25,000.00		\$25,000.00
Developer Contributions		\$267,853.94	267,853.94
Total Revenues	<u>\$25,000.00</u>	<u>\$267,853.94</u>	<u>\$292,853.94</u>
<b><u>Expenses</u></b>			
Supervisor Fees	\$400.00		\$400.00
Public Officials' Liability Insurance	2,250.00		2,250.00
Management	8,750.01		8,750.01
Engineering	952.00		952.00
District Counsel	2,366.47		2,366.47
Postage & Shipping	39.99		39.99
Legal Advertising	490.00		490.00
Miscellaneous	72.29		72.29
Dues, Licenses, and Fees	175.00		175.00
General Insurance	2,750.00		2,750.00
Property & Casualty	200.00		200.00
Landscaping Maintenance & Material	17,016.08		17,016.08
Flower & Plant Replacement	1,860.00		1,860.00
Personnel Leasing Agreement	3,419.97		3,419.97
Engineering		\$27,292.53	27,292.53
District Counsel		896.00	896.00
Legal Advertising		103.25	103.25
Contingency		196,401.51	196,401.51
Total Expenses	<u>\$40,741.81</u>	<u>\$224,693.29</u>	<u>\$265,435.10</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>			
Interest Income	\$2.20		\$2.20
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$2.20</u>	<u>\$0.00</u>	<u>\$2.20</u>
<b>Change In Net Assets</b>	(\$15,739.61)	\$43,160.65	\$27,421.04
<b>Net Assets At Beginning Of Year</b>	<u>(\$4,030.12)</u>	<u>(\$74,789.43)</u>	<u>(\$78,819.55)</u>
<b>Net Assets At End Of Year</b>	<u><u>(\$19,769.73)</u></u>	<u><u>(\$31,628.78)</u></u>	<u><u>(\$51,398.51)</u></u>

**Midtown Improvement District**  
 Budget to Actual  
 For the Month Ending 12/31/2021

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Variance
<b>Revenues</b>					
Developer Contributions	\$ 25,000.00	\$ 114,046.58	\$ (89,046.58)	\$ 456,186.33	5.48%
<b>Net Revenues</b>	<b>\$ 25,000.00</b>	<b>\$ 114,046.58</b>	<b>\$ (89,046.58)</b>	<b>\$ 456,186.33</b>	<b>5.48%</b>
<b>General &amp; Administrative Expenses</b>					
<b>Legislative</b>					
Supervisor Fees	\$ 400.00	\$ 3,000.00	\$ (2,600.00)	\$ 12,000.00	3.33%
<b>Financial &amp; Administrative</b>					
Public Officials' Liability Insurance	2,250.00	675.00	1,575.00	2,700.00	83.33%
Trustee Services	-	1,875.00	(1,875.00)	7,500.00	0.00%
Management	8,750.01	8,750.00	0.01	35,000.00	25.00%
Engineering	952.00	2,500.00	(1,548.00)	10,000.00	9.52%
Dissemination Agent	-	1,250.00	(1,250.00)	5,000.00	0.00%
Property Appraiser	-	500.00	(500.00)	2,000.00	0.00%
District Counsel	2,366.47	7,500.00	(5,133.53)	30,000.00	7.89%
Assessment Administration	-	1,875.00	(1,875.00)	7,500.00	0.00%
Reamortization Schedules	-	62.50	(62.50)	250.00	0.00%
Audit	-	1,500.00	(1,500.00)	6,000.00	0.00%
Travel and Per Diem	-	75.00	(75.00)	300.00	0.00%
Telephone	-	12.50	(12.50)	50.00	0.00%
Postage & Shipping	39.99	250.00	(210.01)	1,000.00	4.00%
Copies	-	625.00	(625.00)	2,500.00	0.00%
Legal Advertising	490.00	1,875.00	(1,385.00)	7,500.00	6.53%
Bank Fees	-	90.00	(90.00)	360.00	0.00%
Miscellaneous	72.29	250.01	(177.72)	1,000.00	7.23%
Office Supplies	-	62.50	(62.50)	250.00	0.00%
Property Taxes	-	250.00	(250.00)	1,000.00	0.00%
Web Site Maintenance	-	1,500.00	(1,500.00)	6,000.00	0.00%
Holiday Decorations	-	500.00	(500.00)	2,000.00	0.00%
Dues, Licenses, and Fees	175.00	62.50	112.50	250.00	70.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 15,495.76</b>	<b>\$ 35,040.01</b>	<b>\$ (19,544.25)</b>	<b>\$ 140,160.00</b>	<b>11.06%</b>

**Midtown Improvement District**  
 Budget to Actual  
 For the Month Ending 12/31/2021

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Variance
<b><u>Field Operations</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ -	\$ 1,140.00	\$ (1,140.00)	\$ 4,560.00	0.00%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	-	4,750.00	(4,750.00)	19,000.00	0.00%
<b>Other Physical Environment</b>					
General Insurance	2,750.00	750.00	2,000.00	3,000.00	91.67%
Property & Casualty Insurance	200.00	475.00	(275.00)	1,900.00	10.53%
Other Insurance	-	25.00	(25.00)	100.00	0.00%
Irrigation Repairs	-	5,225.00	(5,225.00)	20,900.00	0.00%
Landscaping Maintenance & Material	17,016.08	26,630.40	(9,614.32)	106,521.60	15.97%
Tree Trimming	-	1,900.00	(1,900.00)	7,600.00	0.00%
Flower & Plant Replacement	1,860.00	3,800.00	(1,940.00)	15,200.00	12.24%
Contingency	-	8,342.35	(8,342.35)	33,369.40	0.00%
Pest Control	-	247.00	(247.00)	988.00	0.00%
<b>Interchange Maintenance Expenses</b>					
IME - Aquatics Maintenance	-	362.52	(362.52)	1,450.08	0.00%
IME - Irrigation Repairs	-	342.00	(342.00)	1,368.00	0.00%
IME - Landscaping	-	9,299.25	(9,299.25)	37,197.01	0.00%
IME - Lighting	-	85.50	(85.50)	342.00	0.00%
IME - Miscellaneous	-	444.60	(444.60)	1,778.40	0.00%
IME - Water Reclaimed	-	171.00	(171.00)	684.00	0.00%
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	-	285.00	(285.00)	1,140.00	0.00%
Hardscape Maintenance	-	760.00	(760.00)	3,040.00	0.00%
Streetlights	-	7,954.02	(7,954.02)	31,816.10	0.00%
Accent Lighting	-	190.00	(190.00)	760.00	0.00%
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	3,419.97	3,420.00	(0.03)	13,680.00	25.00%
<b>Reserves</b>					
Infrastructure Capital Reserve	-	2,109.00	(2,109.00)	8,436.00	0.00%
Interchange Maintenance Reserve	-	298.93	(298.93)	1,195.73	0.00%
<b>Total Field Operations Expenses</b>	<b>\$ 25,246.05</b>	<b>\$ 79,006.57</b>	<b>\$ (53,760.52)</b>	<b>\$ 316,026.33</b>	<b>7.99%</b>
<b>Total Expenses</b>	<b>\$ 40,741.81</b>	<b>\$ 114,046.58</b>	<b>\$ (73,304.77)</b>	<b>\$ 456,186.33</b>	<b>8.93%</b>
<b>Income (Loss) from Operations</b>	<b>\$ (15,741.81)</b>	<b>\$ -</b>	<b>\$ (15,741.81)</b>	<b>\$ -</b>	
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 2.20	\$ -	\$ 2.20	\$ -	
<b>Total Other Income (Expense)</b>	<b>\$ 2.20</b>	<b>\$ -</b>	<b>\$ 2.20</b>	<b>\$ -</b>	
<b>Net Income (Loss)</b>	<b>\$ (15,739.61)</b>	<b>\$ -</b>	<b>\$ (15,739.61)</b>	<b>\$ -</b>	