

# 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 **4:30 p.m. on Tuesday, August 17, 2021 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#

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

- Roll Call to Confirm Quorum
  - Public Comment Period
1. **Swearing in Newly Elected Board Members**

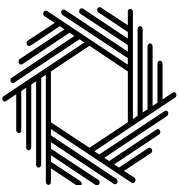
### Consent Agenda

*Items included within the consent agenda are generally routine and may be approved en masse by a single motion. Items may be removed from the consent agenda for further discussion upon Board Member request.*

2. **Consideration of the Minutes of the July 7, 2021 Organizational Board of Supervisors' Meeting**
3. **Consideration of the Minutes of the July 20, 2021 Board of Supervisors' Meeting**
4. **Consideration of Resolution 2021-28, Canvassing and Certifying the Results of the Landowners' Election**
5. **Consideration of Resolution 2021-29, Approving an Annual Meeting Schedule for Fiscal Year 2022**
6. **Consideration of Resolution 2021-30, Authorizing the District to Purchase Construction Materials**

### Business Matters

7. **Consideration of Resolution 2021-31, Election of Officers**
8. **Consideration of Construction Committee Recommendations for Request for Qualifications from Contractors Interested in Providing Construction Services for Master Infrastructure Improvements**
9. **Request to Advertise Invitation to Bid for Centerline Drive Segments B, C & D**
10. **Consideration of Acquisition of Right-of-Way for Centerline Drive Segments B, C & D**
11. **Consideration of Acquisition of Right-of-Way for Centerline Drive Segment F**
12. **Recommendation of Work Authorization/Proposed Services (if applicable)**
13. **Review of District's Financials**



pfm

**Other Business**

A. Staff Reports

1. District Counsel
2. District Manager
3. District Engineer
4. Construction Supervisor

B. Supervisor Requests

**Adjournment**



**pfm**

# **Midtown Improvement District**

**Oath of Office**

**MIDTOWN IMPROVEMENT DISTRICT  
BOARD OF SUPERVISORS**

**OATH OF OFFICE**

I, \_\_\_\_\_, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF MIDTOWN IMPROVEMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

\_\_\_\_\_  
Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing oath was administered before me this \_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, who personally appeared before me, and is personally known to me or has produced \_\_\_\_\_ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Midtown Improvement District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

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

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

# **Midtown Improvement District**

**Minutes of the July 7, 2021  
Organizational Board of Supervisors' Meeting**

# **MIDTOWN IMPROVEMENT DISTRICT ORGANIZATIONAL MEETING MINUTES**

## **FIRST ORDER OF BUSINESS**

## **Roll Call to Confirm Quorum**

The Organizational Meeting for the Midtown Improvement District was called to order on Wednesday, July 7, 2021, at 3:00 p.m. at Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827. Members listed below constituted a quorum.

Rob Adams	Board Member
Richard Levey	Board Member
Julie Salvo	Board Member
Damon Ventura	Board Member

Also, attending:

Jeff Newton	Donald W. McIntosh Associates, Inc.
Larry Kaufmann	Construction Supervisor & Committee Member (via phone)
Tucker Mackie	Hopping Green & Sams (via phone)
Jennifer Walden	PFM
Lynne Mullins	PFM (via phone)
Dan Byrnes	Tavistock (via phone)
Kevin Plenzler	PFM (via phone)

## **SECOND ORDER OF BUSINESS**

## **Public Comment Period**

Dr. Levey noted there were no public comments at this time.

## **THIRD ORDER OF BUSINESS**

## **Administration of the Oath of Office to New Members of the Board of Supervisors**

Ms. Walden noted that she administered the oath of office to Richard Levey, Rob Adams, Damon Ventura and Julie Salvo prior to the start of the meeting which leaves Chelsea Mastrapa to be sworn in at a later date.

## **FOURTH ORDER OF BUSINESS**

## **Overview of the Florida “Government in the Sunshine” Regulations and other Board Member Responsibilities a) Statement of Financial Interest, Form 1**

**b) Board Member Compensation**

Ms. Walden explained that the District and Board Members are subject to public records request. The District will be setting up email addresses for the Board Members. The Board Members can utilize this email address or keep using their current email. She recommended to the Board if they use their current email, that they keep a separate folder for District business in case there is a public records request. Additionally, Board Members can only discuss District business at a District Board Meeting.

Ms. Walden explained that each Board Member is entitled to receive compensation of up to \$200.00 for each Board Meeting they attend. Ms. Walden asked each Board Member if they elect to receive compensation or not. Dr. Levey chose to receive compensation while the other Board Members declined.

**FIFTH ORDER OF BUSINESS**

**Review of District Contact List**

Ms. Walden provided the District contact list to the Board and asked if any information should need to be updated to please let the District Manager's office know.

**SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-01, Appointing District Manager, Assessment Consultant, and Investment Representative**  
**a) District Management Agreement**  
**b) Financial Advisory Agreement**

Ms. Walden explained that the items under the consent agenda are generally routine and can be approved en masse by a single motion. If there are items that require further discussion from the Board, they can be removed and addressed individually upon Board Member request.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-02, Designating the Primary Administrative Office, Principal Headquarters and Local District Office**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-03, Appointing District Counsel**  
**a) District Counsel Agreement**

**NINTH ORDER OF BUSINESS**

**Consideration of Resolution  
2021-04, Designating  
Registered Agent & Office**

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution  
2021-05, Appointing Interim  
District Engineer**  
b) **Interim District  
Engineer Agreement**  
c) **Approval of Work  
Authorization No. 1**

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Resolution  
2021-06, Setting Forth the  
Policy of the District with  
Regard to the Support and  
Legal Defense of the Board of  
Supervisors and District Staff**

**TWELFTH ORDER OF BUSINESS**

**Authorization to Obtain  
General Liability and Public  
Officers Insurance**

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Resolution  
2021-07, Providing for the  
Public's Opportunity to be  
Heard Addressing Public  
Meetings and Public Comment  
Period**

**FOURTEENTH ORDER OF BUSINESS**

**Consideration of Resolution  
2021-08, Adoption of Records  
Retention Policy; and  
Providing for Severability and  
Effective Date**

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of Resolution  
2021-09, Adoption of Travel  
Reimbursement Policy**

**SIXTEENTH ORDER OF BUSINESS**

**Consideration of Resolution  
2021-10, Adoption of Prompt**



**Payment Act Policies and Procedures**

**SEVENTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-11, Authorizing the Filing of Notice of Establishment**

**EIGHTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-12, Designating a Qualified Public Depository**

**NINETEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-13, Authorization to Establish Checking Account and Designation of Authorized Signatories for Operating Account(s)**

**TWENTIETH ORDER OF BUSINESS**

**Consideration of Resolution 2021-14, Adopting Alternative Investment Guidelines**

**TWENTY-FIRST ORDER OF BUSINESS**

**Consideration of Resolution 2021-15, Authorizing the Chairman to Execute Plats, Permits, and Conveyances**

**TWENTY-SECOND ORDER OF BUSINESS**

**Consideration of Resolution 2021-16, Delegating Authority to Chairman to Award Certain Contracts, Agreements and Other Documents**

**TWENTY-THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2021-17, Adopting Internal Controls Policy**

**TWENTY-FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-18, Authorizing Disbursement of Funds**

Dr. Levey asked if there were any items to be pulled out of the consent agenda to be addressed separately. Hearing none, he asked for a motion to approve.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement Development District approved all of the items within the consent agenda.

**TWENTY-FIFTH ORDER OF BUSINESS**

**Consideration of Resolution  
2021-19, Appointing District  
Officers**

Ms. Walden explained that District staff is recommending putting Jennifer Walden as Secretary, Lynne Mullins as Assistant Secretary and then filling in the members of the Board in the Chairman, Vice Chairman and remaining Assistant Secretary positions. Mr. Adams noted that Dr. Levey should be Chairman and he was happy to serve as Vice Chairman.

On Motion by Ms. Salvo, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2021-19, Appointing District Officers with Dr. Richard Levey as Chairman, Mr. Rob Adams as Vice Chairman, Ms. Jennifer Walden as Secretary, and Ms. Lynne Mullins, Ms. Julie Salvo and Mr. Damon Ventura as Assistant Secretaries.

**TWENTY-SIXTH ORDER OF BUSINESS**

**Consideration of Resolution  
2021-20, Designating  
Treasurer and Assistant  
Treasurer**

Ms. Walden explained that District staff is recommending putting Jennifer Glasgow as Treasurer and Amanda Lane as Assistant Treasurer.

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2021-20, Designating Treasurer and Assistant Treasurer with Jennifer Glasgow as Treasurer and Amanda Lane as Assistant Treasurer.

**TWENTY-SEVENTH ORDER OF BUSINESS**

**Authorization of RFQ for  
District Engineering Services  
under the CCNA**

Ms. Walden explained that included in the agenda is the ad to be published to start this process and the Competitive Selection Criteria that the District will utilize. Ms. Mackie added that under the consent agenda the Board retained the services of Donald W. McIntosh as the District's Interim Engineer. The District is

required to go through the Competitive Consultant Negotiation Act to retain the services of an Engineer permanently and by authorizing the RFQ you are beginning that process.

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Authorization of RFQ for District Engineering Services under the CCNA.

**TWENTY-EIGHTH ORDER OF BUSINESS**

**Authorization of RFQ for Construction Services**

Ms. Walden explained that included in the agenda is the ad to be published to prequalify contractors. Additionally, the ad also includes the sister Districts which by doing this together will save the District some costs and provide efficiencies. The sister Districts have already approved this ad and it is scheduled to run tomorrow.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Authorization of RFQ for Construction Services.

**TWENTY-NINTH ORDER OF BUSINESS**

**Discussion Regarding Establishing a Construction Committee**

Ms. Walden explained that the sister Districts have a Construction Committee which consists of Larry Kaufmann, Matt McDermott and Chris Wilson and they meet every other Thursday at the office of the District Engineer. District staff is recommending adding Midtown to be a part of this and if the Board agrees the advertisement will be updated to include Midtown and then share the costs five ways.

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Establishing a Construction Committee.

**THIRTIETH ORDER OF BUSINESS**

**Consideration of Resolution 2021-21, Annual Meeting Schedule for Fiscal Year 2020/2021**

Ms. Walden noted that District staff is proposing the normal Board Meetings take place on the 3<sup>rd</sup> Tuesday of each month at 4:30 p.m. at this same location to coincide with the other sister District Board Meetings.

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2021-21, Annual Meeting Schedule for Fiscal Year 2020/2021 with the 3<sup>rd</sup> Tuesday of each month at 4:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd., Orlando, FL 32827.

**THIRTY-FIRST ORDER OF BUSINESS**

**Consideration of Resolution  
2021-22, Designating Date,  
Time and Location for  
Landowners' Meeting**

Ms. Walden noted that District staff is recommending Tuesday, August 17, 2021, at 2:45 p.m. at this location to hold the Landowners' Meeting. She added that the only individuals required to attend are the Landowner or the Landowner's proxy.

On Motion by Mr. Ventura, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2021-22, Designating Date, Time and Location for Landowners' Meeting for Tuesday, August 17, 2021, at 2:45 p.m. at the Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd., Orlando, FL 32827.

**THIRTY-SECOND ORDER OF BUSINESS**

**Consideration of Resolution  
2021-23, Approving Fiscal  
Year 2020/2021 Proposed  
Annual Budgets and Setting a  
Public Hearing Date for Final  
Adoption**

Ms. Walden explained that behind the Resolution is the budget at a proposed amount of \$256,783.64 and District staff is recommending a public hearing date to adopt the final budget on Tuesday, September 21, 2021, at 4:30 p.m. at this location. She noted that this is Developer funded so only expenses incurred will be paid.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2021-23, Approving Fiscal Year 2020/2021 Proposed Annual Budgets and Setting a Public Hearing Date for Final Adoption for Tuesday, September 21, 2021, at 4:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd., Orlando, FL 32827.

**THIRTY-THIRD ORDER OF BUSINESS**

**Consideration of Resolution  
2021-24, Approving Fiscal  
Year 2021/2022 Proposed**

**Annual Budgets and Setting a Date for Public Hearings**

Ms. Walden explained that behind the Resolution is the budget at a proposed amount of \$456,186.33 and District staff is recommending a public hearing date to adopt the final budget on Tuesday, September 21, 2021, at 4:30 p.m. at this location. She noted that this is Developer funded so only expenses incurred will be paid.

Ms. Mackie noted for the Board that the agenda item is noted as “Declaring Special Assessments” but that appears to be an oversight and she confirmed for the Board that the Resolution is correct in that it does not include verbiage regarding declaring special assessments as this budget is being Developer funded.

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2021-24, Approving Fiscal Year 2021/2022 Proposed Annual Budgets and Setting a Public Hearing Date for Final Adoption for Tuesday, September 21, 2021, at 4:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd., Orlando, FL 32827.

**THIRTY-FOURTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2020/2021 Budget Funding Agreement**

Ms. Walden explained this agreement is with Lake Nona Land Company, LLC to fund the O&M budget the Board approved in Resolution 2021-23.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Fiscal Year 2020/2021 Budget Funding Agreement.

**THIRTY-FIFTH ORDER OF BUSINESS**

**Consideration of Establishment of Auditor Selection Committee**

Ms. Walden explained that the Board is free to select who is on the Committee, but District staff is recommending that the Committee consist of the five Board Members.

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Establishing the Auditor Selection Committee with the five Board Members.

**THIRTY-SIXTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-25, Setting a Public**

**Hearing on Adoption of Rules of Procedure**

- a) **Rules of Procedure**
- b) **Note of Rule Development**
- c) **Notice of Rulemaking**

Ms. Walden explained that District staff is recommending September 21, 2021, at 4:30 p.m. at this location for the public hearing. Dr. Levey asked if these rules follow the other Districts. Ms. Walden replied that they do.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2021-25, Setting a Public Hearing on Adoption of Rules of Procedure for Tuesday, September 21, 2021, at 4:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd., Orlando, FL 32827.

**THIRTY-SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-26, Expressing the Intent of the District to Utilize the Uniform Method of Levy, Collection and Enforcement of NonAd-Valorem Assessments and Setting a Public Hearing Date Thereon**

Ms. Walden explained that District staff is also recommending setting this public hearing for Tuesday, September 21, 2021, at 4:30 p.m. at this location.

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2021-26, Expressing the Intent of the District to Utilize the Uniform Method of Levy, Collection and Enforcement of Non Ad-Valorem Assessments and Setting a Public Hearing Date Thereon for Tuesday, September 21, 2021, at 4:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd., Orlando, FL 32827.

**THIRTY-EIGHTH ORDER OF BUSINESS**

**Consideration of District Website Agreement**

Ms. Walden explained that included in the agenda is the standard form of agreement and behind that is the proposal from the vendor which is quoting a one-time set up fee of \$3,000, a monthly maintenance fee of \$150 and a quarterly ADA auditing fee of \$300.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the District Website Agreement with VGlobalTech.

**THIRTY-NINTH ORDER OF BUSINESS**

**Consideration of Bond  
Financing Team Funding  
Agreement**

Ms. Walden explained that this agreement is with the Developer, Lake Nona Land Company, LLC, to provide funds to enable the District to commence its financing program.

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Bond Financing Team Funding Agreement with the Lake Nona Land Company, LLC.

**FORTIETH ORDER OF BUSINESS**

**Consideration of Bond  
Counsel Agreement**

Ms. Walden explained that this is a standard form of agreement with Bryant Miller Olive. She noted that this is the same firm that the sister Districts work with.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Bond Counsel Agreement with Bryant Miller Olive.

**FORTY-ONE ORDER OF BUSINESS**

**Consideration of Funding  
Request No. 1**

Ms. Walden explained that District staff is asking for \$25,000.00 to have funds available to pay the initial invoices that start coming in for the District.

On Motion by Mr. Adams, second by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Funding Request No. 1 in the amount of \$25,000.00.

**FORTY-TWO ORDER OF BUSINESS**

**Staff Reports**

District Counsel - No Report

District Manager -

Ms. Walden reminded the Board that the District will be holding the July 20, 2021, Board of Supervisors Meeting.

District Engineer –

No Report

**FORTY-THREE ORDER OF BUSINESS**

**Supervisor and Audience  
Comments & Adjournment**

Dr. Levey noted that there were no Supervisor requests or audience comments.

On Motion by Mr. Ventura, second by Mr. Adams, with all in favor, the July 7, 2021, Organizational Meeting of the Board of Supervisors for the Midtown Improvement District was adjourned.

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

\_\_\_\_\_  
Chairman/Vice Chairman



# **Midtown Improvement District**

**Minutes of the July 20, 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, July 20, 2021, at 4:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Tavistock Lakes Blvd, Orlando, FL 32827.

Present:

Richard Levey	Chairman
Rob Adams	Vice-Chairman
Julie Salvo	Assistant Secretary

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	(via phone)
Tucker Mackie	Hopping Green & Sams	
Deborah Sier	Hopping Green & Sams	(via phone)
Jeff Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Chris Wilson	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**

## **Consideration of Resolution 2021-16, Delegating Authority to Chairman to Award Certain Contracts, Agreements and Other Documents**

Ms. Walden stated this was presented at the last meeting under the Consent Agenda but in reviewing staff realized it did not include an amount. She recommended the amount to be \$50,000.00.

On Motion by Ms. Salvo, second by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2021-16, Delegating Authority to Chairman to Award Certain Contracts, Agreements and Other Documents, with the amount to be \$50,000.00.

**FOURTH ORDER OF BUSINESS**

**Presentation of Engineer’s Report and Capital Improvement Program**

Mr. Newton presented the Engineer’s Report and Capital Improvement Program to the Board dated July 7, 2021. This report is required when a District is established that outlines the Capital Improvements and the Infrastructure improvements the District intends to make.

The main areas for review are page 17 of the agenda which outlines the Engineer’s Opinion of Probable Cost and page 21 of the agenda which is the map of the Capital Improvements. Within the Midtown District, Centerline Drive is included from Nemours Parkway down to the southern boundary of the District. Also included is the MultiModal Linear Park which is also referenced as GreenLink. It is not intended to be funded by the District from a construction standpoint, but it is something that could be conveyed to the District by the Developer for long-term operation and maintenance. The Engineer’s opinion of probable cost includes the cost of Centerline Drive and the associated soft costs. He added that it does not include the GreenLink Bridge over Lake Nona Blvd but does include the crossing of GreenLink and SMA 11B down on Centerline Drive Segment D.

Ms. Mackie requested a motion to approve the Engineer’s Report and Capital Improvement Program.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Engineer’s Report and Capital Improvement Program.

**FIFTH ORDER OF BUSINESS**

**Consideration of Construction Funding Agreement between the District and Lake Nona Land Company, LLC**

Ms. Mackie stated given the District is actively undertaking projects such as Centerline Drive Segment F, it is typical for the District to enter into a Construction Funding Agreement with the Developer until such time as bonds are issued and then the District would reimburse the Developer for funds advanced under the Construction Funding Agreement.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Construction Funding Agreement between the District and Lake Nona Land Company, LLC.

**SIXTH ORDER OF BUSINESS**

**Consideration of Interlocal Agreement between the District and the Poitras East Community Development District Regarding Construction of Centerline Drive Segment F**

Ms. Mackie explained Centerline Drive Segment F was previously within the Greenway Improvement District, the Greenway ID and Poitras East CDD entered into an Interlocal Agreement where Poitras would manage the construction of Greenway's portion of the project. That agreement was terminated by Poitras and Greenway today as a result of those lands now being located within Midtown.

This Board is considering an Interlocal Agreement whereby Midtown would be responsible for the cost associated with Centerline Drive under the Poitras East CDD's existing Construction Agreement with Jr. Davis. This provides for funding on an ongoing basis as pay applications are received. Pursuant to the Construction Funding Agreement the District would request those amounts from the Developer for payment in accordance with prompt payment.

Dr. Levey asked why there is reference to the Poitras Master Infrastructure C in the exhibit. Ms. Mackie replied the contract has two portions. It is for Master Infrastructure Phase C and Centerline Drive Segment F. The Midtown ID is only responsible for the Centerline Drive Segment F portion of the work.

On Motion by Ms. Salvo, second by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Consideration of Interlocal Agreement between the District and the Poitras East Community Development District Regarding Construction of Centerline Drive Segment F.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Personnel  
Leasing Agreement for  
Landscape and Irrigation  
Monitoring and Maintenance  
with Berman Construction,  
LLC**

Ms. Mackie stated on behalf of the sister Districts, Berman Property Management has entered into Personnel Leasing Agreements with those Districts whereby they provide the services of a Landscape Administrator and Irrigation Specialist to review District Landscape Contractors, their work and performance and future projects and enhancements as needed. She noted an error in the agreement in Section 6 where it provides for the compensation due, but it is half of the amount listed as Berman is splitting the cost it previously charged Greenway amongst Greenway and Midtown going forward. It should be \$250.00 per month or \$3,000.00 per year.

On Motion by Ms. Salvo, second by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Personnel Leasing Agreement for Landscape and Irrigation Monitoring and Maintenance with Berman Construction, LLC, as amended.

**EIGHTH ORDER OF BUSINESS**

**Consideration of General  
Maintenance Services  
Agreement between the  
District and Berman  
Construction, LLC**

Ms. Mackie presented the General Maintenance Services Agreement between the District and Berman Construction, LLC that would provide for the ability to make repairs as needed to District infrastructure hardscape elements mostly within the District as those needs arise. The form of work authorization, when it is approved by the Board, is attached as Exhibit A. She added that this is an ongoing services agreement.

On Motion by Ms. Salvo, second by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved General Maintenance Services Agreement between the District and Berman Construction, LLC

**NINTH ORDER OF BUSINESS**

**Consideration of Project Management Agreement with Lake Nona Land Company, LLC**

Ms. Mackie presented the Project Management Agreement with Lake Nona Land Company. Mr. Kaufmann has served in the roll of Project Manager for and on behalf of the District and coordinates with the Developer with respect to various aspects of construction and the associated timing. Mr. Kaufmann also serves on the District's Construction Committee as well and makes advice and recommendations to the District. She noted that this agreement is for a \$10.00 fee.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Consideration of Project Management Agreement with Lake Nona Land Company, LLC.

**TENTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-27, Regarding the District's Direct Purchase of Construction Materials and the Approving Procedures Associated with the Same**

Ms. Mackie requested this item be deferred until the next meeting.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Insurance Quote for Direct Purchase Materials**

Ms. Walden stated the District will have materials valued at \$250,000.00 which would put the insurance cost at \$471.00 for Fiscal Year 2021.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Insurance for Direct Purchase Materials in the amount of \$471.00 for Fiscal Year 2021.

**TWELFTH ORDER OF BUSINESS**

**Recommendation of Work Authorization/Proposed Services**

Mr. Kaufmann presented a proposal from Donald W. McIntosh in the amount of \$7,500.00 which will fund the Engineer's Report for the Capital Improvement Plan that was previously approved.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the proposal from Donald W. McIntosh in the amount of \$7,500.00 for the Engineer's Report for the Capital Improvement Plan.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

District Counsel – No Report

District Manager – Ms. Walden noted the next meeting is scheduled for Tuesday, August 17, 2021 for the budget public hearing.

District Engineer – Mr. Newton presented the Construction Contract Status Memorandum (Minutes Exhibit A). He noted that Centerline Drive Segment F started construction yesterday and there is a potential delay because of some OUC redesign of the electric system serving the Vertiport site. He will have more updates at the next meeting.

Centerline Drive Segments B, C and D's plans are far along in the permitting process and he anticipates bringing it back to the Board and requesting permission to bid it next month once the District has established a list of Prequalified Contractors.

Construction Supervisor – No Report

District Landscape Supervisor- No Report

Irrigation Supervisor- No Report

**FOURTEENTH ORDER OF BUSINESS**

**Supervisor Requests &  
Adjournment**

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

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the July 20, 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**

**MINUTES EXHIBIT A**





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

**MEMORANDUM**

DATE: July 20, 2021  
TO: Midtown 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.

CIVIL ENGINEERS

**Centerline Drive Phase 2 (aka Segment F) – Jr. Davis Construction Company, Inc.:**  
(Note: this construction project is being managed by Poitras East CDD)

LAND PLANNERS

**Construction Status:** The preconstruction meeting with the City of Orlando took place on 7/15/21 and a notice to proceed has been issued with an effective date of 7/19/21. DWMA Engineer is pursuing a clarification on the gopher tortoise permit from the environmental engineer in this phase. Contractor will commence site work pending receipt of said clarification.

SURVEYORS

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

**Recommended Motion:** None

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

**Construction Status:** The final engineering plans are in permitting and the project is ready for bidding. Upon selection of a list of prequalified contractors by the Board at their August meeting, we will be requesting permission to issue an Invitation to Bid to the prequalified contractors.

**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.

Fax 407-644-8318

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

407-644-4068

# **Midtown Improvement District**

**Resolution 2021-28,  
Canvassing and Certifying the  
Results of the Landowners' Election**

**RESOLUTION 2021-28**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MIDTOWN IMPROVEMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Midtown Improvement District (hereinafter the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Orlando, Florida; and

**WHEREAS**, pursuant to Section 190.006(2), *Florida Statutes*, a landowners’ meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners’ meeting was held on August 17, 2021, at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

Section 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

<u>Richard Levey</u>	Votes <u>100</u>
<u>Damon Ventura</u>	Votes <u>100</u>
<u>Rob Adams</u>	Votes <u>46</u>
<u>Julie Salvo</u>	Votes <u>46</u>
<u>Brent Schademan</u>	Votes <u>46</u>

Section 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

<u>Richard Levey</u>	4 Year Term	Seat <u>1</u>
<u>Damon Ventura</u>	4 Year Term	Seat <u>2</u>
<u>Rob Adams</u>	2 Year Term	Seat <u>3</u>
<u>Julie Salvo</u>	2 Year Term	Seat <u>4</u>
<u>Brent Schademan</u>	2 Year Term	Seat <u>5</u>

Section 3. This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 17th DAY OF AUGUST, 2021.**

**Attest:**

**MIDTOWN IMPROVEMENT DISTRICT**

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

\_\_\_\_\_  
Chairman

# **Midtown Improvement District**

**Resolution 2021-29,  
Approving an Annual Meeting Schedule  
for Fiscal Year 2022**

**RESOLUTION 2021-29**

**A RESOLUTION OF THE MIDTOWN IMPROVEMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Midtown Improvement District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being entirely situated in the City of Orlando, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity (“**DEO**”), a schedule of its regular meetings.

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

1. **ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District’s Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. **FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file this Resolution with DEO.
3. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 17th day of August, 2021.

**ATTEST:**

**MIDTOWN IMPROVEMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson

## **EXHIBIT A**

### **Midtown Improvement District Fiscal Year 2021-2022**

The Board of Supervisors of the Midtown Improvement District will hold its meetings for the Fiscal Year 2022 at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, Florida 32827 at 3:00 p.m. on the third Tuesday of each month unless otherwise noted below.

October 19, 2021  
November 16, 2021  
December 14, 2021  
January 18, 2022  
February 15, 2022  
March 15, 2022  
April 19, 2022  
May 17, 2022  
June 21, 2022  
July 19, 2022  
August 16, 2022  
September 20, 2022

### **Construction Committee of the Boggy Creek, Greenway, Midtown & Myrtle Creek Improvement Districts and the Poitras East Community Development District Fiscal Year 2021-2022**

The Construction Committee of the Boggy Creek, Greenway, Midtown and Myrtle Creek Improvement Districts and the Poitras East Community Development District will be meeting for the Fiscal Year 2021 in the office of Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 at 3:30 p.m. every other week as follows:

October 7 & 21, 2021  
November 4 & 18, 2021  
December 2, 16 & 30, 2021  
January 13 & 27, 2022  
February 10 & 24, 2022  
March 10 & 24, 2022  
April 7 & 21, 2022  
May 5 & 19, 2022  
June 2, 16 & 30, 2022  
July 14 & 28, 2022  
August 11 & 25, 2022  
September 8 & 22, 2022

# **Midtown Improvement District**

**Resolution 2021-30,  
Authorizing the District to  
Purchase Construction Materials**



**RESOLUTION 2021-30**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MIDTOWN IMPROVEMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, the District's Board of Supervisors ("Board"), upon recommendation of the District Engineer, has adopted an improvement plan for the construction and installation of certain infrastructure improvements within the District ("Improvements"); and

**WHEREAS**, the District has or will enter into various construction contracts for the construction and installation of the Improvements ("Construction Contract(s)"); and

**WHEREAS**, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

**WHEREAS**, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

**WHEREAS**, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

**SECTION 1.** The District Engineer, the District Manager or another individual as shall be appointed by the Board (“Purchasing Agent”) shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

**SECTION 2.** The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed 10% above the cost amount contained therein.

**SECTION 3.** The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

**SECTION 4.** Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District’s Purchasing Agent as provided for in the District Engineer’s agreement with the District.

**SECTION 5.** The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

**SECTION 6.** The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

**SECTION 7.** Unless otherwise provided in a written contract between the District and a particular contractor, the procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

**SECTION 8.** The actions of current and prior members of the Board and District staff in effectuating the District’s direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby determined to be in accordance with the prior authorizations of the District’s Chairperson and/or the Board, and are hereby ratified, approved and confirmed all respects.

**SECTION 9.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 10.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 17th day of August, 2021.

ATTEST:

**MIDTOWN IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairperson / Vice Chairperson

Exhibit A: Form of Work Authorization

Exhibit B: Procurement Procedures for Owner Purchased Material

**EXHIBIT A**

**Work Authorization**

\_\_\_\_\_, 20\_\_

Board of Supervisors  
Midtown Improvement District  
3501 Quadrangle Boulevard, Suite 270  
Orlando, Florida 32817

Subject: **Work Authorization Number** \_\_\_\_  
**Midtown Improvement District**

Dear Chairperson, Board of Supervisors:

**Donald W. McIntosh Associates, Inc.** (“Engineer”) is pleased to submit this work authorization to provide engineering services for the Midtown Improvement District (“District”). We will provide these services pursuant to our current agreement dated \_\_\_\_\_ (“Engineering Agreement”) as follows:

**I. Scope of Work**

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

**II. Compensation**

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

**III. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

**APPROVED AND ACCEPTED**

Sincerely,

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

By: \_\_\_\_\_  
Donald W. McIntosh Associates, Inc.  
Date: \_\_\_\_\_

## COMPOSITE EXHIBIT B

### **PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL**

1. Purchase Requisition Request Forms. Prior to CONTRACTOR ordering construction materials, OWNER's Purchasing Agent shall prepare and forward to CONTRACTOR a list of materials that the OWNER intends to purchase directly. CONTRACTOR prepares separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier.

2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER's Purchasing Agent shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER, in its sole discretion, wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.

3. Certificate of Entitlement. The OWNER's Purchasing Agent shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3** and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. OWNER's Purchasing Agent shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Reduction in Contract Price. The materials portion for any pay item containing Owner Purchased Materials will be held in abeyance until all Owner Purchased Materials have been delivered and installed. Once all Owner Purchased Materials have been delivered and installed,

and the CONTRACTOR has received an approved pay application for one hundred percent (100%) of the installation cost for these materials, a deductive change order will be processed in the actual amount of the materials purchased directly by the OWNER, plus any sales taxes that would have been charged had the CONTRACTOR purchased the materials.

Upon approval of the deductive change order by the OWNER, the CONTRACTOR may include the cost of materials and the amount of the deductive change order in the next pay application.

The intent of this provision is to cause the contract price to be reduced by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER's Purchasing agent the bills of lading for delivered materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. Upon request, CONTRACTOR shall provide a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER's Purchasing Agent. Upon receipt of the appropriate documentation, the OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard five percent (5%) amount of the progress payment.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify

and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket, bill of lading, and/or an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER's Purchasing Agent may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The OWNER's Purchasing Agent will forward all invoices to the CONTRACTOR. Within 10 days (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER's Purchasing Agent for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER's Purchasing Agent of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR

shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including any available liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.



Attachment 1

**PURCHASE REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_
2. Manufacturer or brand, model or specification number of the item.  
\_\_\_\_\_  
\_\_\_\_\_
3. Quantity needed as estimated by CONTRACTOR. \_\_\_\_\_
4. The price quoted by the supplier for the construction materials identified above.  
\$ \_\_\_\_\_
5. The sales tax associated with the price quote. \$ \_\_\_\_\_
6. Shipping and handling insurance cost. \$ \_\_\_\_\_
7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

**OWNER: Midtown Improvement District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

Attachment 2

**PURCHASE ORDER**

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED**

\_\_\_\_\_.

2. Midtown Improvement District State of Florida sales tax exemption certificate number:

\_\_\_\_\_.

**Description of Goods or Services** – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items (“**Goods**”) listed in the proposal attached as **Exhibit A**.

**Price** – \$\_\_\_\_\_

**IN WITNESS HEREOF**, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

_____	_____
Owner	Seller
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Executed: _____	Date Executed: _____

**EXHIBIT A:** Proposal  
**EXHIBIT B:** Terms and Conditions

**PURCHASE ORDER EXHIBIT A**

[attach proposal]

## PURCHASE ORDER EXHIBIT B

### TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
  - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point designated by Owner's contractor. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
  - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use for the Owner's purposes. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
  - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
  - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
  - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if

such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.



# **Midtown Improvement District**

**Resolution 2021-31,  
Election of Officers**

**RESOLUTION 2021-31**

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

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

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

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

- Section 1. Richard Levey is appointed Chair.
- Section 2. Rob Adams is appointed Vice Chair.
- Section 3. Jennifer Walden is appointed Secretary.
- Section 4. Lynne Mullins is appointed Assistant Secretary.  
Julie Salvo is appointed Assistant Secretary.  
Damon Ventura is appointed Assistant Secretary.  
Brent Schademan is appointed Assistant Secretary.
- Section 5. Jennifer Glasgow is appointed Treasurer.
- Section 6. Amanda Lane is appointed Assistant Treasurer.
- Section 7. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.
- Section 8. This Resolution shall become effective immediately upon its adoption.

**Passed and Adopted this 17th day of August, 2021.**

**ATTEST:**

**MIDTOWN IMPROVEMENT DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice-Chairman



# **Midtown Improvement District**

**Construction Committee Recommendations for Request for  
Qualifications from Contractors Interested in Providing  
Construction Services for Master Infrastructure Improvements**

To: CDD Board Members – Midtown Improvement District  
FROM: Larry Kaufmann and CDD Construction Committee Members  
SUBJECT: Contractor Qualifications - RFQ 2021  
DATE: August 17, 2021  
CC: Tucker Mackie, Jeff Newton, Jennifer Walden, Chris Wilson, Matthew McDermott

FOR APPROVAL

The Midtown Improvement District placed advertisements in the newspaper for contractors to respond to a “Request for Qualifications for Construction Services” and required that all qualified applicants submit their packages to the CDD Engineer’s office by August 9, 2021.

The Construction Committee, CDD Attorney, CDD Engineer and CDD Management Company reviewed packages delivered by ten (10) construction companies hoping to be accepted as one of the prequalified construction companies to contract for work by this District.

The following construction companies provided RFQ packages.

Garney Companies, Inc.  
Hubbard Construction Company  
JMHC, Inc.  
Jon M. Hall Company, LLC  
Jr. Davis Construction Company, Inc.  
Middlesex Corporation  
Phillips & Jordan, Inc.  
Prime Construction Group  
Southern Development & Construction  
Watson Civil Construction, Inc.

At the conclusion of our analysis, the Construction Committee recommends that all of the listed companies be accepted as qualified companies for this District pending resolution of deficient items listed below. In addition, the committee recommends that the Board consider that Garney Companies, Inc. should be limited in their qualification acceptance to Utility projects and Phillips and Jordon, Inc. should be limited in their qualification acceptance to Earthwork and Grading projects, based on their project experience and information provided in their applications.

The Construction Committee recommends that the following items be judged as waivable:

- Provision of reference letters.
- Inclusion of two similar projects valued at over \$3 million.

- Addenda acknowledgement.

The financial statements of the ten contractors were evaluated by Donald W. McIntosh Associates and nothing in the financial statements would serve to disqualify any of the candidates. The recommendations of the Construction Committee are contingent on the satisfactory analysis and evaluation by the Board.

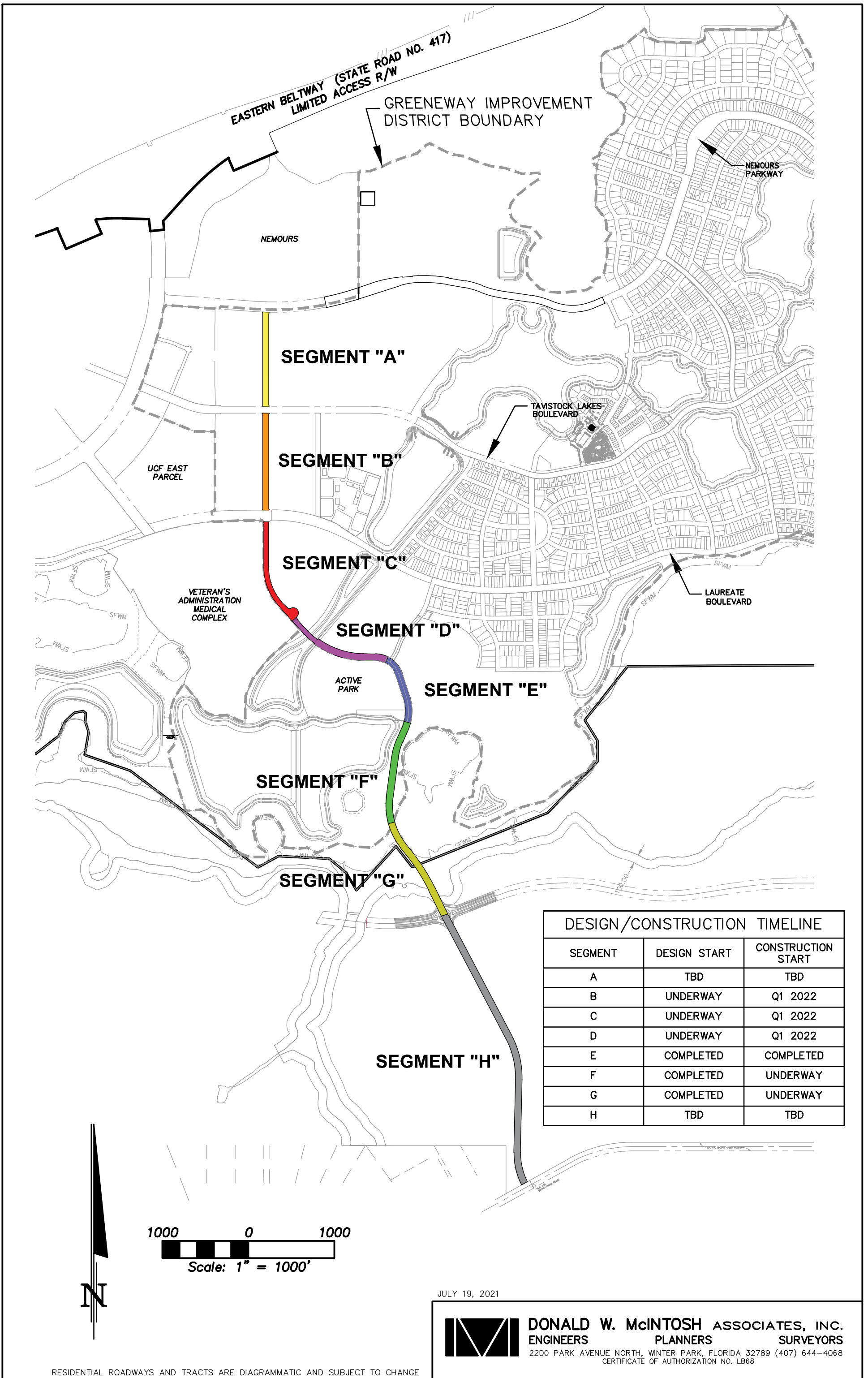
The Construction Committee found the following deficiencies with

- The surety letters for Jon M. Hall Company and Southern Development & Construction did not include the surety size rating.
- Middlesex Corporation did not provide an insurance certificate.
- The insurance certificates for JMHC, Jr. Davis Construction Co., Phillips and Jordan, and Watson Civil Construction did not include an indication that the insurance company was authorized to do business in Florida.

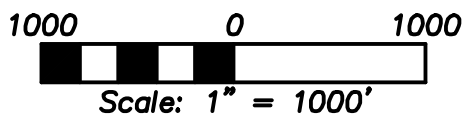
District staff is working with each contractor to correct the listed deficiencies. The Construction Committee recommends approval of the contractors if the issues above can be corrected and approved by the District Attorney.

# **Midtown Improvement District**

**Invitation to Bid  
for Centerline Drive Segments B, C & D**



DESIGN/CONSTRUCTION TIMELINE		
SEGMENT	DESIGN START	CONSTRUCTION START
A	TBD	TBD
B	UNDERWAY	Q1 2022
C	UNDERWAY	Q1 2022
D	UNDERWAY	Q1 2022
E	COMPLETED	COMPLETED
F	COMPLETED	UNDERWAY
G	COMPLETED	UNDERWAY
H	TBD	TBD



JULY 19, 2021



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

RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

## INVITATION TO BID

### **Midtown Improvement District Centerline Drive Segments B, C & D**

Notice is hereby given that sealed Bid Proposals from previously pre-qualified bidders will be received until 2:30 p.m. on the 1<sup>st</sup> day of October, 2021, by the Midtown Improvement District, c/o District Engineer, Jeffrey J. Newton, P.E., Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789, for the Centerline Drive Segments B, C & D project in the Lake Nona development in the City of Orlando, Florida. Bids will be publicly opened at the address listed above after the 2:30 p.m. deadline.

As a public health precaution, all those who wish to attend the opening of the bids in person will be asked to wear a mask and socially distance. In light of social distancing requirements, there will be limited space for attendees to physically attend the meeting and only one representative from each bidder will be admitted. All others are welcome to attend through virtual means. To attend the meeting virtually, please call 1-844-621-3956 or log in via the computer at [pfnigroup.webex.com](http://pfnigroup.webex.com) and enter code 796580192#.

Scope of Work: The proposed project involves the paving, grading, drainage and utilities for construction of approximately 2,420 LF of new 2-lane undivided urban roadway with center turn lanes and on-street parking and widening and resurfacing of approximately 1,250 LF of existing 2-lane undivided urban roadway to add turn lanes and on-street parking.

**ONLY PREVIOUSLY PRE-QUALIFIED BIDDERS WILL BE ALLOWED TO SUBMIT BID PROPOSALS ON THIS PROJECT.** In the event that a change in the status of a pre-qualified bidder has occurred, including a change of ownership or any other change which materially affects an element the District considered when initially qualifying contractors, the pre-qualified bidder must provide written notice of such change to the District within its Bid Proposal.

The District has the right to reject any and all proposals, make modifications to the work, and waive any minor informalities and irregularities in proposals as they deem appropriate, if they determine in their discretion that it is in the best interest of the District to do so. Each proposal shall be accompanied by a Bid Bond in an amount not less than 5% of the total bid to be retained as liquidated damages in the event the Successful Bidder fails to execute the Agreement and file the required bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award. A Performance and Payment Bond will also be required.

Any previously pre-qualified bidder who wishes to protest the scope of work and selection criteria shall file with the District a written notice of protest within seventy-two (72) hours after receipt of the proposed project plans and specifications or other contract documents, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Manager, PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the Engineer's Bidding Documents. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Electronic copies of the Engineer's Bidding Documents may be downloaded by pre-qualified Contractors from Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789 (Phone 407-644-4068) at no cost. Each set will contain the Contract Documents and Construction Plans.

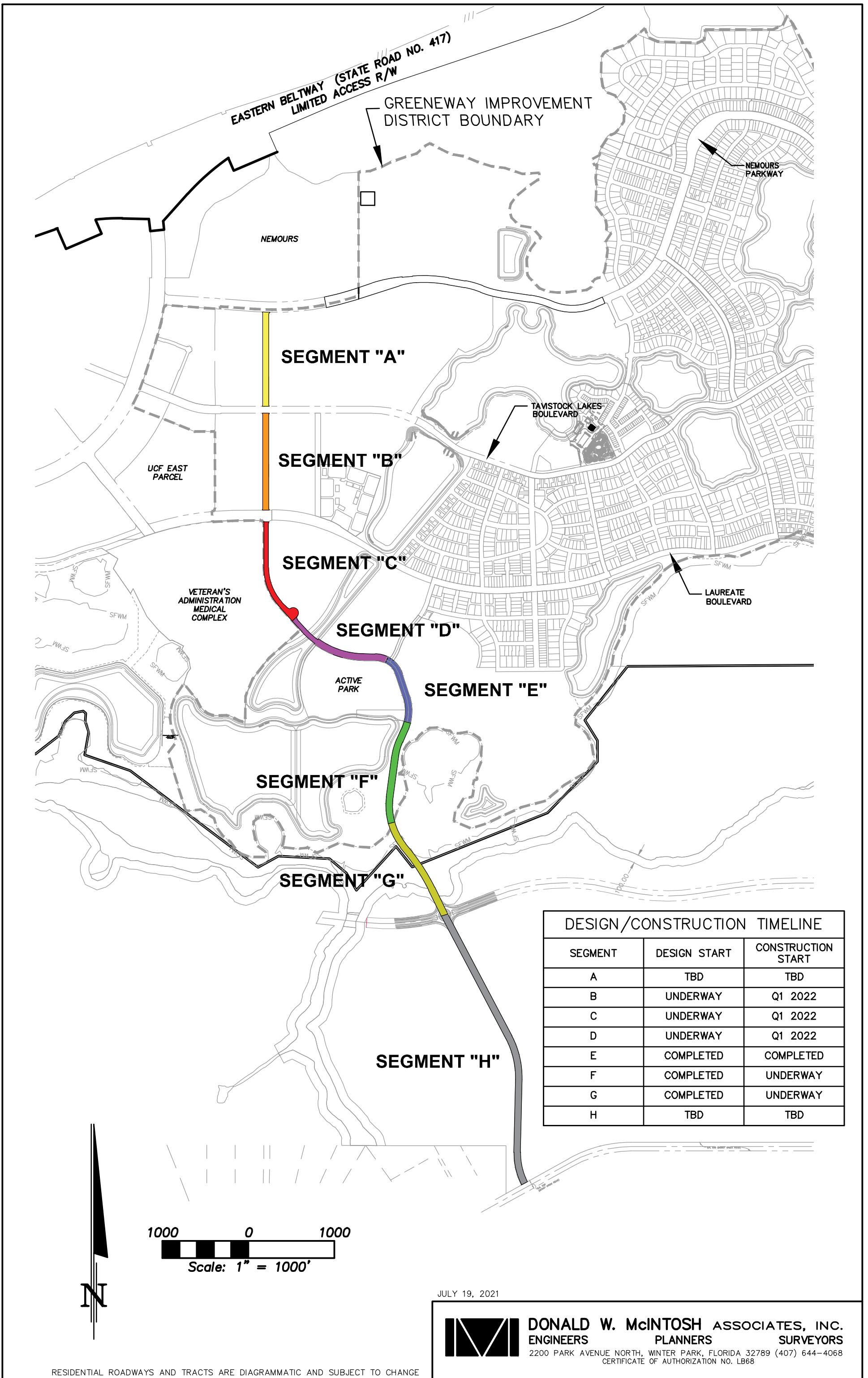
Any and all questions relative to this project shall be directed in writing only to Jeffrey J. Newton, P.E. of Donald W. McIntosh Associates, Inc. at 2200 Park Avenue North, Winter Park, FL 32789 not later than 5:00 p.m. on the 22<sup>nd</sup> day of September 2021.

MIDTOWN IMPROVEMENT DISTRICT  
Jennifer Walden, District Manager

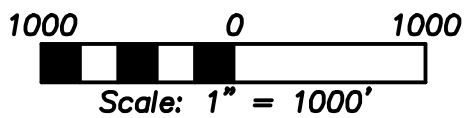
Run Date: Friday, August 27, 2021

# **Midtown Improvement District**

**Acquisition of Right-of-Way  
for Centerline Drive Segments B, C & D**



DESIGN/CONSTRUCTION TIMELINE		
SEGMENT	DESIGN START	CONSTRUCTION START
A	TBD	TBD
B	UNDERWAY	Q1 2022
C	UNDERWAY	Q1 2022
D	UNDERWAY	Q1 2022
E	COMPLETED	COMPLETED
F	COMPLETED	UNDERWAY
G	COMPLETED	UNDERWAY
H	TBD	TBD



JULY 19, 2021



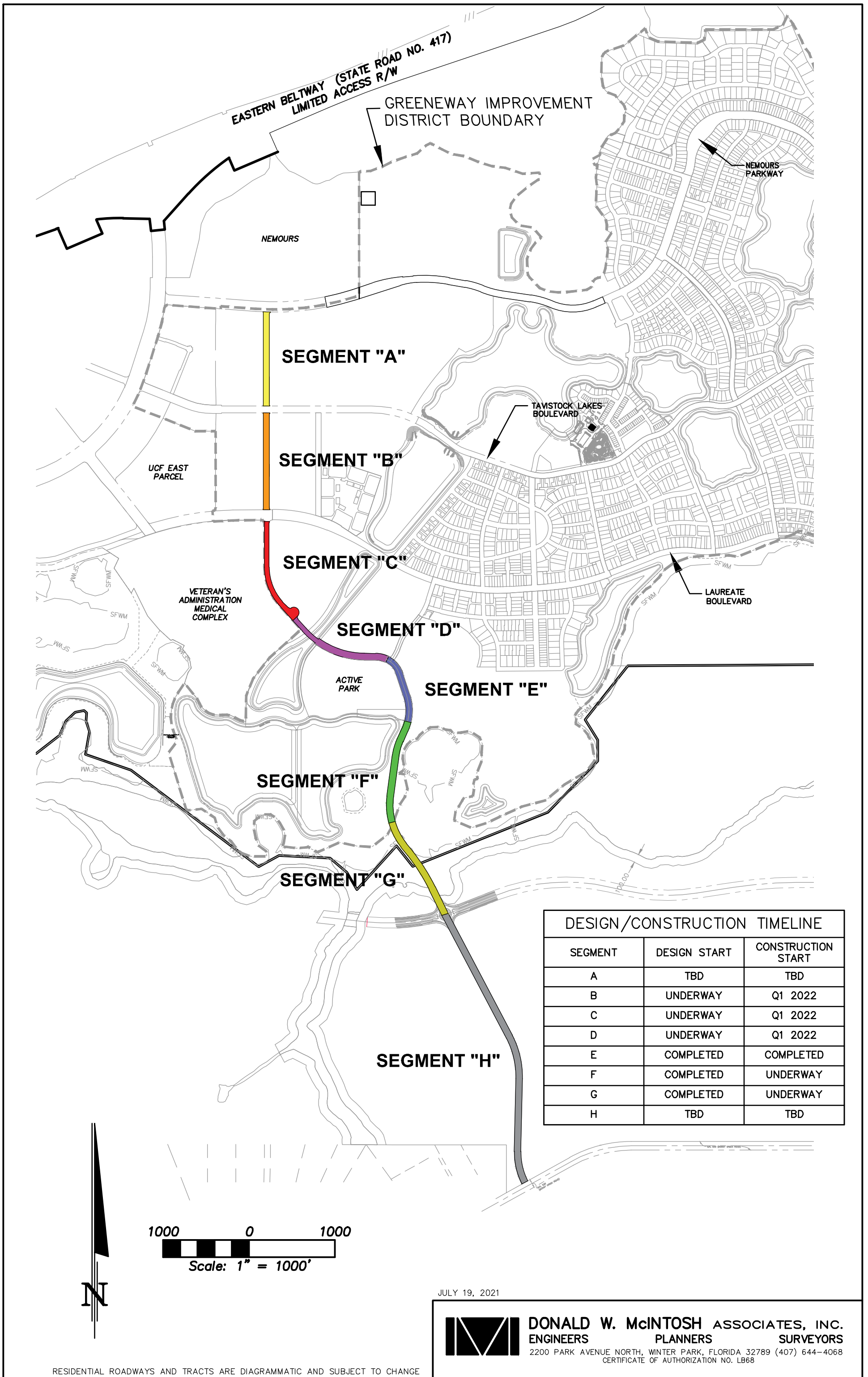
**DONALD W. McINTOSH ASSOCIATES, INC.**  
**ENGINEERS PLANNERS SURVEYORS**  
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068  
 CERTIFICATE OF AUTHORIZATION NO. LB68

RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

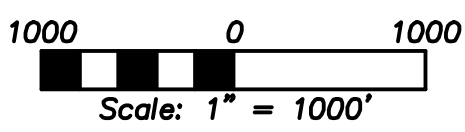


# **Midtown Improvement District**

**Acquisition of Right-of-Way  
for Centerline Drive Segment F**



DESIGN/CONSTRUCTION TIMELINE		
SEGMENT	DESIGN START	CONSTRUCTION START
A	TBD	TBD
B	UNDERWAY	Q1 2022
C	UNDERWAY	Q1 2022
D	UNDERWAY	Q1 2022
E	COMPLETED	COMPLETED
F	COMPLETED	UNDERWAY
G	COMPLETED	UNDERWAY
H	TBD	TBD



JULY 19, 2021



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

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

# **Midtown Improvement District**

## **District's Financials**

**Midtown Improvement District**  
Statement of Financial Position  
As of 7/31/2021

**General Fund**

**Assets**

**Current Assets**

Accounts Receivable - Due from Developer	\$25,000.00
Total Current Assets	<u>\$25,000.00</u>

**Total Assets** \$25,000.00

**Liabilities and Net Assets**

**Current Liabilities**

Accounts Payable	\$3,575.85
Deferred Revenue	25,000.00
Total Current Liabilities	<u>\$28,575.85</u>

**Total Liabilities** \$28,575.85

**Net Assets**

Current Year Net Assets - General Government (3,575.85)

**Total Net Assets** (\$3,575.85)

**Total Liabilities and Net Assets** \$25,000.00

**Midtown Improvement District**  
Statement of Activities  
As of 7/31/2021

**General Fund**

**Revenues**

Total Revenues	\$0.00
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**Expenses**

Supervisor Fees	\$400.00
Management	2,916.67
Postage & Shipping	36.68
Legal Advertising	222.50
Total Expenses	\$3,575.85

**Other Revenues (Expenses) & Gains (Losses)**

Total Other Revenues (Expenses) & Gains (Losses)	\$0.00
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<b>Change In Net Assets</b>	(\$3,575.85)
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<b>Net Assets At Beginning Of Year</b>	\$0.00
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<b>Net Assets At End Of Year</b>	(\$3,575.85)
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