

# 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, November 16, 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 Supervisor – Damon Ventura**
- 2. **Consideration of the Minutes of the October 19, 2021 Board of Supervisors' Meeting**
- 3. **Consideration of Resolution 2022-01, Election of Officers**

### Business Matters

4. **Consideration of Kutak Rock Fee Agreement**
5. **Discussion of Memo for Wastewater and Stormwater Needs Analysis**
6. **Ratification of Payment Authorization Nos. 014 – 016**
7. **Recommendation of Work Authorization/Proposed Services (if applicable)**
8. **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
  6. Irrigation Supervisor
- B. Supervisor Requests

### Adjournment



# **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 October 19, 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, October 19, 2021, at 3:30 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

Also attending:

Lynne Mullins	PFM	
Jennifer Walden	PFM	(via phone)
Tucker Mackie	Hopping Green & Sams	
Jeff Newton	Donald W. McIntosh Associates, Inc.	
Larry Kaufmann	Construction Supervisor & Construction Committee Member	(via phone)
Scott Thacker	District Landscape Supervisor	(via phone at 3:31 p.m.)

## **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 Board Members**

Ms. Mullins noted that Damon Ventura is not present and will be administered the oath of office at a later time.

## **FOURTH ORDER OF BUSINESS**

## **Consideration of the Minutes of the September 21, 2021, Board of Supervisors' Meeting**

The Board reviewed the minutes of the September 21, 2021, Board of Supervisors' Meeting.

On Motion by Mr. Adams, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Minutes of the September 21, 2021, Board of Supervisors' Meeting.

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

#### **Consideration of 1<sup>st</sup> Amendment to Personnel Leasing Agreement with Berman**

Ms. Mackie presented the 1<sup>st</sup> Amendment to the Personnel Leasing Agreement with Berman. It relates to the Boundary Amendment to the Greenway Improvement District and the establishment of the Midtown Improvement District, the area of which was under an existing Agreement between Greenway and Berman. Berman was charging Greenway a fee for Administrator Services and for Irrigation Specialist Services. Those costs are proposed to be prorated between the Midtown Improvement District and the Greenway Improvement District using the same methodology as was used to prorate the landscape maintenance services. Ms. Mackie noted for the Midtown Improvement District the annual amount for the Administrator Services is \$6,080.00 and the Irrigation Specialist Services is \$7,600.00.

On Motion by Ms. Salvo, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the 1<sup>st</sup> Amendment to Personnel Leasing Agreement with Berman.

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

#### **Discussion regarding Hopping Green & Sams and Kutak Rock Transition Letter**

Ms. Mackie announced the departure of herself and nine of her fellow partners to the law firm of Kutak Rock effective November 15, 2021. Kutak is a large national law firm that specializes in public finance and Ms. Mackie's team would be their first Florida office, still operating out of Tallahassee with the same staff and lawyers that they have under Hopping Green and Sams. Ms. Mackie will still be providing legal services to the District under the same rate structure with a similar fee agreement, with the exception that rather than Hopping Green & Sams' name on the letterhead it will read Kutak Rock.

On Motion by Mr. Adams, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Hopping Green & Sams and Kutak Rock Transition Letter with Alternative 1.

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

#### **Consideration of Engineering Services Agreement**

Ms. Mackie stated that, at the establishment of the District, the Board entered into an Interim Services Agreement with Donald W. McIntosh Associates for Engineering Services. As the District is required to go through the RFQ process to obtain those services on a continuing basis, the Board ranked Donald W.

McIntosh Associates as the highest ranked respondent, and this form of Agreement replaces the Interim Agreement with a continuing services Agreement with the same rates and charges for additional services attached as exhibits to the same.

On Motion by Mr. Schademan, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Engineering Services Agreement.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Promissory Notes**  
**a. Centerline Drive Segments B, C, and D**  
**b. Centerline Drive Segment F**

Ms. Mackie stated the Board approved and the District has closed on the acquisition of real property from Lake Nona Land Company with respect to Centerline Drive Segments B, C, D, and F. In connection with those acquisitions, the District does not have construction funds to draw upon, so the Promissory Note represents an obligation to repay the Developer at the time the District does obtain financing for the improvements described in the Engineer's Report, which includes the cost of land acquisition.

On Motion by Mr. Adams, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District ratified execution of Promissory Notes for Centerline Drive Segments B, C, D, and F.

**NINTH ORDER OF BUSINESS**

**Ratification of Payment**  
**Authorization Nos. 009 – 013**

The Board reviewed Payment Authorization Nos. 009 – 013. Dr. Levey noted these have been approved and just need ratified by the Board.

On Motion by Mr. Adams, second by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District ratified Payment Authorization Nos. 009 – 013.

**TENTH ORDER OF BUSINESS**

**Recommendation of Work**  
**Authorization/ Proposed**  
**Services**

Mr. Kaufmann presented a Work Authorization from Donald W. McIntosh Associates for Centerline Drive Segments A & B, which covers the repositioning of the reclaimed water main within the road right-of-way to accommodate tree plantings. This proposal is in the amount of \$4,080.00 for the plan revisions and associated permitting.

Mr. Kaufmann presented a Work Authorization from Donald W. McIntosh Associates for Centerline Drive Segments C & D for plan revisions that are required because of the additional conduits and other facilities

that are being installed to accommodate OUC's increase in electric power distribution capacity to accommodate the vertiport. This proposal is in the amount of \$6,080.00 for the plan revisions and associated permitting.

On Motion by Mr. Adams, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Work Authorizations from Donald W. McIntosh Associates, Inc. in the amount of \$4,080.00 for plan revisions for Centerline Drive Segments A & B and \$6,080.00 for plan revisions for Centerline Drive Segments C & D.

## **ELEVENTH ORDER OF BUSINESS**

### **Review of District's Financials**

The Board reviewed the District's Financial Statements through September 30, 2021. Dr. Levey asked Ms. Mullins if she had any concerns with the financials to which she replied that she had no concerns at this time.

## **TWELFTH ORDER OF BUSINESS**

### **Staff Reports**

District Counsel –

Ms. Mackie noted in coordinating the execution of the maintenance Contract with Cepra for landscape maintenance, they have asked the District to consider waiving the requirement for a \$150,000.00 Performance Bond. The District will only be entering into this Agreement for one year because landscape maintenance contracts are up for renewal and will go out for RFP for all four of the Lake Nona Districts in the spring of 2022. Mr. Thacker stated Cepra has performed well in their contract and he has no reason to believe that will change. Since it is a relatively small area in their contract, he would be ok if the Board decided to waive that requirement.

On Motion by Mr. Schademan, second by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District waived the requirement for a \$150,000.00 Performance Bond on the Midtown Landscape Contract.

District Manager –

Ms. Mullins noted the next meeting is scheduled for November 16, 2021.

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. The Contractor is currently grading the right-of-way. On Segments B, C & D, the District put that out to bid and received bids back on October 1, 2021. The Developer asked the District to delay awarding that contract. The District currently has no construction funding right now and will be looking to the Developer to fund this under the Construction Funding Agreement. The Developer asked for deferral to the December Board Meeting to give them more time to deal with some things on their end. The District has 90 days to act on the bid, which will



expire on December 30, 2021. If the Board takes action at the December 14, 2021, meeting, the District is within the window of validity for the bid.

Construction Supervisor – No Report

District Landscape Supervisor – No Report

Irrigation Supervisor – No Report

**THIRTEENTH 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 October 19, 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

## MEMORANDUM



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

DATE: October 19, 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 mobilized, installed soil erosion controls, cleared and grubbed, and has almost completed rough road grading

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

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

Thank you.

End of memorandum.

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

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

# **Midtown Improvement District**

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

**RESOLUTION 2022-01**

**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. \_\_\_\_\_ is appointed Chair.
- Section 2. \_\_\_\_\_ is appointed Vice Chair.
- Section 3. \_\_\_\_\_ is appointed Secretary.
- Section 4. \_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.  
\_\_\_\_\_ is appointed Assistant Secretary.
- Section 5. \_\_\_\_\_ is appointed Treasurer.
- Section 6. \_\_\_\_\_ 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 16th day of November, 2021.**

**ATTEST:**

**MIDTOWN IMPROVEMENT DISTRICT**

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

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

# **Midtown Improvement District**

**Kutak Rock Fee Agreement**

## RETENTION AND FEE AGREEMENT

### I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

A. Midtown Improvement District (“**Client**”)  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Boulevard, Suite 270  
Orlando, FL 32817

and

B. Kutak Rock LLP (“**Kutak Rock**”)  
PO Box 10230  
Tallahassee, FL 32302

### II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

### III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

**IV. FEES**

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Tucker F. Mackie	\$290
Associates	\$235
Paralegals	\$130

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

**V. BILLING AND PAYMENT**

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

## **VI. DEFAULT; VENUE**

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

## **VII. CONFLICTS**

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

## **VIII. ACKNOWLEDGMENT**

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

## **IX. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

## **X. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.



**XI. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**MIDTOWN IMPROVEMENT  
DISTRICT**

**KUTAK ROCK LLP**

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

# **Midtown Improvement District**

**Memo for Wastewater and Stormwater Needs Analysis**

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

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During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

### **Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?**

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.<sup>1</sup>

### **What constitutes “wastewater services”?**

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

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<sup>1</sup> Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

**What constitutes “stormwater management program or stormwater management system”?**

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

**What must the needs analysis for these services or systems include?**

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

**When must the needs analysis required be complete?**

The 20-year needs analysis must be completed by June 30, 2022.

**What happens to the needs analysis once it is complete?**

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.

# **Midtown Improvement District**

**Payment Authorization  
Nos. 014-016**

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #014

10/22/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
<b>1</b>	<b>PFM Group Consulting</b>			
	Billable Expenses	117014	\$ 32.12	FY 2021
	Billable Expenses	117484	\$ 3,324.66	FY 2021
	DM Fee: October 2021	DM-10-2021-32	\$ 2,916.67	FY 2022
	September Reimbursables	OE-EXP-10-27	\$ 31.25	FY 2021
<b>2</b>	<b>Supervisor Fees - 10/19/2021 Meeting</b>			
	Richard Levey	--	\$ 200.00	FY 2022

**TOTAL                    \$ 6,504.70**

3,388.03	FY 2021
3,116.67	FY 2022

*Richard Levey*

\_\_\_\_\_  
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 10:32 am, Oct 24, 2021

# MIDTOWN IMPROVEMENT DISTRICT

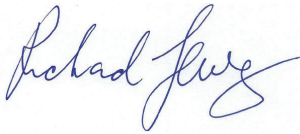
**Payment Authorization #015**

10/29/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Berman Construction</b> October Administrator & Irrigation Specialist	15464	\$ 1,139.99	FY 2022
2	<b>Donald W McIntosh Associates</b> Engineering Services Through 10/08/2021	41760	\$ 606.50	FY 2021
3	<b>Hopping Green &amp; Sams</b> General Counsel Through 09/30/2021	125651	\$ 2,612.46	FY 2021
4	<b>Orlando Sentinel</b> Legal Advertising on 10/12/2021 (Ad: 7060212)	OSC43853409	\$ 248.75	FY 2022

**TOTAL**                    **\$ 4,607.70**

3,218.96	FY 2021
1,388.74	FY 2022



\_\_\_\_\_  
Chairperson



# MIDTOWN IMPROVEMENT DISTRICT

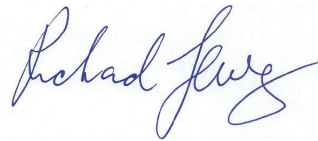
**Payment Authorization #016**

11/5/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
<b>1</b>	<b>Berman Construction</b>			
	November Administrator & Irrigation Specialist	15730	\$ 1,139.99	FY 2022
<b>2</b>	<b>Cepra Landscape</b>			
	Muhly Grass Replacement	ORL539	\$ 1,860.00	FY 2022
	November Landscape Maintenance	ORL620	\$ 1,983.33	FY 2022
	November Landscape Maintenance	ORL649	\$ 880.33	FY 2022
	November Landscape Maintenance	ORL650	\$ 5,644.38	FY 2022

**TOTAL                    \$ 11,508.03**

-	FY 2021
11,508.03	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 8:34 am, Nov 08, 2021

# **Midtown Improvement District**

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

**WORK AUTHORIZATION FOR MAINTENANCE SERVICES**

**This Work Authorization** (the “**Work Authorization**”), dated November 4, 2021, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE MIDTOWN IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated \_\_\_\_\_, 2021, by and between:

**Midtown Improvement District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**District**”); and

**Berman Construction, LLC**, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter “**Contractor**”, together with District the “**Parties**”).

**Section 1. Scope of Services.** Contractor shall provide \_\_\_\_\_ hardscape \_\_\_\_\_ maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “**Services**”).

**Section 2. Compensation and Term.** It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

**Section 3. Acceptance.** Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

**MIDTOWN IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

**BERMAN CONSTRUCTION, LLC**

\_\_\_\_\_  
Witness

*Amanda Udstad*  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Proposal/Scope of Services



# BERMAN

**Date of proposal: November 4, 2021**

**Client: CDD**

**Project: Midtown Improvement District**

**Scope: Holiday Décor**

Berman proposes the following scope of work and specifications:

- A. Holiday Décor** - Supply all materials, equipment, and labor to install all holiday décor at Laureate Boulevard.

This proposal includes two 48" wreaths on the back of monuments.

**Total Cost \$400.00**

**Estimated Time of Completion-** Work will be completed by November 25, 2021

**Payment Schedule:** Upon Completion

**Additional Notes:**

Berman Construction State of Florida CGC # 1518721

As discussed with the client, site damages and any further damages, after completion, are the responsibility of the client. If any dispute arises as a result of this contract, then parties agree to seek binding arbitration as outlined by State of FL contracting policies. Berman Property Maintenance & Construction/ Berman Construction LLC is not responsible for damage to personal property as a result of accepted construction practices and such was not caused from negligent behavior or practices.

**Revision and Approval Policy:** Please contact our office upon receipt and approval of this contract, and any questions you might have. Due to availability and cost of material at this time, this proposal is only valid for 14 days, starting on the date of the proposal. Should you accept the terms outlined above please sign below and return. We can then schedule your services at that time. This proposal will become binding once executed by both parties.

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Agent for owner (print name and signature)

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Berman Property Maintenance & Construction  
By, Martin Berman, Chairman & Chief Executive Officer

# **Midtown Improvement District**

## **District's Financials**

**Midtown Improvement District**

Statement of Financial Position

As of 10/31/2021

	General Fund	Capital Projects Fund	Total
<b><u>Assets</u></b>			
<b><u>Current Assets</u></b>			
General Checking Account	\$3,104.19		\$3,104.19
Accounts Receivable - Due from Developer	25,000.00		25,000.00
Prepaid Expenses	5,200.00		5,200.00
Accounts Receivable - Due from Developer		\$69,991.32	69,991.32
Total Current Assets	<u>\$33,304.19</u>	<u>\$69,991.32</u>	<u>\$103,295.51</u>
<b>Total Assets</b>	<u><u>\$33,304.19</u></u>	<u><u>\$69,991.32</u></u>	<u><u>\$103,295.51</u></u>
<b><u>Liabilities and Net Assets</u></b>			
<b><u>Current Liabilities</u></b>			
Accounts Payable	\$17,014.64		\$17,014.64
Deferred Revenue	25,000.00		25,000.00
Accounts Payable		\$69,991.32	69,991.32
Deferred Revenue		69,991.32	69,991.32
Total Current Liabilities	<u>\$42,014.64</u>	<u>\$139,982.64</u>	<u>\$181,997.28</u>
<b>Total Liabilities</b>	<u><u>\$42,014.64</u></u>	<u><u>\$139,982.64</u></u>	<u><u>\$181,997.28</u></u>
<b><u>Net Assets</u></b>			
Net Assets - General Government	(\$4,030.12)		(4,030.12)
Current Year Net Assets - General Government	(4,680.33)		(4,680.33)
Net Assets - General Government		(\$67,907.82)	(67,907.82)
Current Year Net Assets, Unrestricted		(2,083.50)	(2,083.50)
<b>Total Net Assets</b>	<u><u>(\$8,710.45)</u></u>	<u><u>(\$69,991.32)</u></u>	<u><u>(\$78,701.77)</u></u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$33,304.19</u></u>	<u><u>\$69,991.32</u></u>	<u><u>\$103,295.51</u></u>

**Midtown Improvement District**  
Statement of Activities  
As of 10/31/2021

	<b>General Fund</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>Revenues</u></b>			
Total Revenues	\$0.00	\$0.00	\$0.00
<b><u>Expenses</u></b>			
Supervisor Fees	\$200.00		\$200.00
Management	2,916.67		2,916.67
Legal Advertising	248.75		248.75
Dues, Licenses, and Fees	175.00		175.00
Personnel Leasing Agreement	1,139.99		1,139.99
Engineering		\$2,026.25	2,026.25
Legal Advertising		57.25	57.25
Total Expenses	\$4,680.41	\$2,083.50	\$6,763.91
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>			
Interest Income	\$0.08		\$0.08
Total Other Revenues (Expenses) & Gains (Losses)	\$0.08	\$0.00	\$0.08
<b>Change In Net Assets</b>	(\$4,680.33)	(\$2,083.50)	(\$6,763.83)
<b>Net Assets At Beginning Of Year</b>	(\$4,030.12)	(\$67,907.82)	(\$71,937.94)
<b>Net Assets At End Of Year</b>	(\$8,710.45)	(\$69,991.32)	(\$78,701.77)

**Midtown Improvement District**  
 Budget to Actual  
 For the Month Ending 10/31/2021

	Actual	Budget	Variance	FY 2022 Adopted Budget
<b>Revenues</b>				
Developer Funded	\$ -	\$ 38,015.53	\$ (38,015.53)	\$ 456,186.33
<b>Net Revenues</b>	<b>\$ -</b>	<b>\$ 38,015.53</b>	<b>\$ (38,015.53)</b>	<b>\$ 456,186.33</b>
<b>General &amp; Administrative Expenses</b>				
<b>Legislative</b>				
Supervisor Fees	\$ 200.00	\$ 1,000.00	\$ (800.00)	\$ 12,000.00
<b>Financial &amp; Administrative</b>				
Public Officials' Liability Insurance	-	225.00	(225.00)	2,700.00
Trustee Services	-	625.00	(625.00)	7,500.00
Management	2,916.67	2,916.67	-	35,000.00
Engineering	-	833.33	(833.33)	10,000.00
Dissemination Agent	-	416.67	(416.67)	5,000.00
Property Appraiser	-	166.67	(166.67)	2,000.00
District Counsel	-	2,500.00	(2,500.00)	30,000.00
Assessment Administration	-	625.00	(625.00)	7,500.00
Reamortization Schedules	-	20.83	(20.83)	250.00
Audit	-	500.00	(500.00)	6,000.00
Travel and Per Diem	-	25.00	(25.00)	300.00
Telephone	-	4.17	(4.17)	50.00
Postage & Shipping	-	83.33	(83.33)	1,000.00
Copies	-	208.33	(208.33)	2,500.00
Legal Advertising	248.75	625.00	(376.25)	7,500.00
Bank Fees	-	30.00	(30.00)	360.00
Miscellaneous	-	83.37	(83.37)	1,000.00
Office Supplies	-	20.83	(20.83)	250.00
Property Taxes	-	83.33	(83.33)	1,000.00
Web Site Maintenance	-	500.00	(500.00)	6,000.00
Holiday Decorations	-	166.67	(166.67)	2,000.00
Dues, Licenses, and Fees	175.00	20.83	154.17	250.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 3,540.42</b>	<b>\$ 11,680.03</b>	<b>\$ (8,139.61)</b>	<b>\$ 140,160.00</b>



**Midtown Improvement District**  
 Budget to Actual  
 For the Month Ending 10/31/2021

	Actual	Budget	Variance	FY 2022 Adopted Budget
<b><u>Field Operations</u></b>				
<b>Electric Utility Services</b>				
Electric	\$ -	\$ 380.00	\$ (380.00)	\$ 4,560.00
<b>Water-Sewer Combination Services</b>				
Water Reclaimed	-	1,583.33	(1,583.33)	19,000.00
<b>Other Physical Environment</b>				
General Insurance	-	250.00	(250.00)	3,000.00
Property & Casualty Insurance	-	158.33	(158.33)	1,900.00
Other Insurance	-	8.33	(8.33)	100.00
Irrigation Repairs	-	1,741.67	(1,741.67)	20,900.00
Landscaping Maintenance & Material	-	8,876.80	(8,876.80)	106,521.60
Tree Trimming	-	633.33	(633.33)	7,600.00
Flower & Plant Replacement	-	1,266.67	(1,266.67)	15,200.00
Contingency	-	2,780.78	(2,780.78)	33,369.40
Pest Control	-	82.33	(82.33)	988.00
<b>Interchange Maintenance Expenses</b>				
IME - Aquatics Maintenance	-	120.84	(120.84)	1,450.08
IME - Irrigation Repairs	-	114.00	(114.00)	1,368.00
IME - Landscaping	-	3,099.75	(3,099.75)	37,197.01
IME - Lighting	-	28.50	(28.50)	342.00
IME - Miscellaneous	-	148.20	(148.20)	1,778.40
IME - Water Reclaimed	-	57.00	(57.00)	684.00
<b>Road &amp; Street Facilities</b>				
Entry and Wall Maintenance	-	95.00	(95.00)	1,140.00
Hardscape Maintenance	-	253.33	(253.33)	3,040.00
Streetlights	-	2,651.34	(2,651.34)	31,816.10
Accent Lighting	-	63.33	(63.33)	760.00
<b>Parks &amp; Recreation</b>				
Personnel Leasing Agreement	1,139.99	1,140.00	(0.01)	13,680.00
<b>Reserves</b>				
Infrastructure Capital Reserve	-	703.00	(703.00)	8,436.00
Interchange Maintenance Reserve	-	99.64	(99.64)	1,195.73
<b>Total Field Operations Expenses</b>	<b>\$ 1,139.99</b>	<b>\$ 26,335.50</b>	<b>\$ (25,195.51)</b>	<b>\$ 316,026.33</b>
<b>Total Expenses</b>	<b>\$ 4,680.41</b>	<b>\$ 38,015.53</b>	<b>\$ (33,335.12)</b>	<b>\$ 456,186.33</b>
<b>Income (Loss) from Operations</b>	<b>\$ (4,680.41)</b>	<b>\$ -</b>	<b>\$ (4,680.41)</b>	<b>\$ -</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 0.08	\$ -	\$ 0.08	\$ -
<b>Total Other Income (Expense)</b>	<b>\$ 0.08</b>	<b>\$ -</b>	<b>\$ 0.08</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ (4,680.33)</b>	<b>\$ -</b>	<b>\$ (4,680.33)</b>	<b>\$ -</b>