

Midtown Improvement District

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

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, August 15, 2023, 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

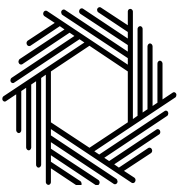
- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the July 18, 2023, Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2023-06, Approving an Annual Meeting Schedule for Fiscal Year 2024**

Business Matters

3. **Consideration of Prequalified Contractors Extension**
4. **Consideration of Extending Annual Renewal for Laureate Boulevard & Nemours Parkway (Sections 1 & 3) Landscape and Irrigation Maintenance Services Agreement with Cebra** *(provided under separate cover)*
5. **Consideration of Extending Annual Renewal for Tavistock Lakes Boulevard (Section #2) Landscape and Irrigation Maintenance Services Agreement with BrightView** *(provided under separate cover)*
6. **Public Hearing on the Adoption of the District's Annual Budget**
 - a. **Public Comments and Testimony**
 - b. **Board Comments**
 - c. **Consideration of Resolution 2023-07, Adopting the Fiscal Year 2023 Budget and Appropriating Funds** *(exhibits provided under separate cover)*
7. **Consideration of Fiscal Year 2024 Budget Funding Agreement with Lake Nona Land Company, LLC** *(exhibits provided under separate cover)*
8. **Ratification of Payment Authorization Nos. 89 – 92**
9. **Recommendation of Work Authorization/Proposed Services** *(if applicable)*
10. **Review of District's Financials** *(provided under separate cover)*

Other Business

- A. **Staff Reports**
 1. District Counsel
 2. District Manager
 3. District Engineer



pfm

4. Construction Supervisor
 5. Landscape Supervisor
 6. Irrigation Supervisor
- B. Supervisor Requests

Adjournment



Midtown Improvement District

**Minutes of the July 18, 2023,
Board of Supervisor's 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 18, 2023, 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
Damon Ventura	Assistant Secretary
Brent Schademan	Assistant Secretary

Also Attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Kevin Plenzler	PFM	
Amanda Lane	PFM	(via phone)
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	
Jeffrey Newton	Donald W. McIntosh Associates	
Matt McDermott	Construction Committee Member	
Samantha Sharenow	Berman	(via phone)
Chris Wilson	Tavistock	

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey called for public comments and noted there was no one in attendance from the public.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
June 20, 2023, Board of Supervisors'
Meeting**

The Board reviewed the minutes of the June 20, 2023, Board of Supervisors' Meeting.

On motion by Mr. Schademan, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Minutes of the June 20, 2023, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2023-05,
Approving an Annual Meeting
Schedule for Fiscal Year 2024**

Ms. Walden stated this Resolution sets the Board of Supervisors’ Meeting schedule and the Construction Committee Meeting schedule. For the Board of Supervisors’ Meeting schedule, she recommends keeping the meetings on the third Tuesday of each month at 3:30 p.m. at the current location, except for November, December and March, which would be on the second Tuesday of the month. For the Construction Committee Meeting schedule, she recommends keeping the meetings on the second Thursday of the month at 3:30 p.m. at the Tavistock offices.

On motion by Mr. Schademan, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2023-05, Approving an Annual Meeting Schedule for Fiscal Year 2024 with the Board of Supervisors’ Meeting schedule taking place on the third Tuesday of each month, except for November, December and March, which is to take place on the second Tuesday, at 3:30 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, Florida 32827 and the Construction Committee Meeting schedule taking place on the second Thursday of each month at 3:30 p.m. at the offices of Tavistock Development Company, 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827.

FIFTH ORDER OF BUSINESS

**Ratification of Payment Authorization
Nos. 86 – 88**

Dr. Levey noted that these Payment Authorizations have been approved and need to be ratified by the Board.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District ratified Payment Authorization Nos. 86 – 88.

SIXTH ORDER OF BUSINESS

**Recommendation of Work
Authorization/Proposed Services**

Ms. Walden stated there were no Work Authorizations.

SEVENTH ORDER OF BUSINESS

Review of District’s Financials

Ms. Walden noted these are the financials through the end of June. The District has spent just under \$223,000.00 of the budget of just under \$500,000.00, so the District has spent 45% of the adopted budget so far.

EIGHTH ORDER OF BUSINESS

Staff Reports

District Counsel – No report.

District Manager – Ms. Walden noted that the next meeting is scheduled for Tuesday, August 15, 2023, where the final budget will be adopted.

District Engineer – Mr. Newton explained that Centerline Drive Segment F is being closed out with the owner direct purchase materials discrepancy being worked though with the Contractor and Supplier.

In August of 2021, the District prequalified Contractors for two years and that timeframe is coming up soon. Next month the Construction Committee will meet to discuss this item and will provide a recommendation to the Board regarding the two-year extension that is available.

Construction Supervisor – No report.

Landscape Supervisor – No report.

Irrigation Supervisor – No report.

NINTH ORDER OF BUSINESS

Supervisor Requests

There were no Supervisor requests.

TENTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the July 18, 2023, Meeting of the Board of Supervisors for the Midtown Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

Midtown Improvement District

**Resolution 2023-06,
Approving an Annual Meeting Schedule for Fiscal Year 2024**

RESOLUTION 2023-06

**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 15th day of August, 2023.

ATTEST:

MIDTOWN IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chairperson

EXHIBIT A

Midtown Improvement District Fiscal Year 2023-2024

The Board of Supervisors of the Midtown Improvement District will hold its meetings for the Fiscal Year 2024 at the office of Tavistock Development Company, 6900 Tavistock Lakes Blvd #200, Orlando, FL 32827 at 3:30 p.m. on the third Tuesday of each month unless otherwise noted below:

October 17, 2023
November 14, 2023
December 12, 2023
January 16, 2024
February 20, 2024
March 12, 2024
April 16, 2024
May 21, 2024
June 18, 2024
July 16, 2024
August 20, 2024
September 17, 2024

Construction Committee of the Boggy Creek, Greenway, Midtown & Myrtle Creek Improvement Districts and the Poitras East Community Development District Fiscal Year 2023-2024

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 2024 at the office of Tavistock Development Company, 6900 Tavistock Lakes Blvd #200, Orlando, FL 32827 at 3:30 p.m. each month as follows:

October 12, 2023
November 9, 2023
December 14, 2023
January 11, 2024
February 8, 2024
March 14, 2024
April 11, 2024
May 9, 2024
June 13, 2024
July 11, 2024
August 8, 2024
September 12, 2024

Midtown Improvement District

Prequalified Contractors Extension

MIDTOWN IMPROVEMENT DISTRICT
PREQUALIFIED CONTRACTORS

August 2021

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

Midtown Improvement District

**Extending Annual Renewal for Laureate Boulevard & Nemours
Parkway (Sections 1 & 3) Landscape and Irrigation Maintenance
Services Agreement with Cepra**
(provided under separate cover)

Midtown Improvement District

**Extending Annual Renewal for Tavistock Lakes Boulevard
(Section #2) Landscape and Irrigation Maintenance Services
Agreement with BrightView**
(provided under separate cover)

Midtown Improvement District

**Resolution 2023-07,
Adopting the Fiscal Year 2023 Budget and Appropriating Funds**
(exhibits provided under separate cover)

RESOLUTION 2023-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE MIDTOWN IMPROVEMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Midtown Improvement District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Midtown Improvement District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND \$ _____
TOTAL ALL FUNDS \$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within 60 days following the end of the Fiscal Year 2023/2024, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST 2023.

ATTEST:

**MIDTOWN IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2023/2024 Budget

Midtown Improvement District

**Fiscal Year 2024 Budget Funding Agreement
with Lake Nona Land Company, LLC**
(exhibits provided under separate cover)

MIDTOWN IMPROVEMENT DISTRICT
FISCAL YEAR 2023/2024 FUNDING AGREEMENT

This agreement ("**Agreement**") is made and entered into this 1st day of October 2023, by and between:

Midtown Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in City of Orlando, Florida (hereinafter "**District**"), and

Lake Nona Land Company, LLC, a Florida limited liability company and a landowner in the District (hereinafter "**Developer**") with an address of 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Council of the City of Orlando, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the majority of all real property described in **Exhibit A**, attached hereto and incorporated herein ("**Property**"), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024 Budget**"); and

WHEREAS, this Fiscal Year 2023/2024 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit B**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit B**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit B** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit B**; and

WHEREAS, Developer and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit B**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2023/2024 Budget as shown on **Exhibit B** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in **Exhibit A** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2023/2024 Budget" in the public records of Orange County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2023/2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the lien against the Property in any manner authorized by law. The District may partially release any filed lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not

materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer.

3. ALTERNATIVE COLLECTION METHODS.

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. The Developer agrees that the activities, operations and services set forth in **Exhibit B** provide a special and peculiar benefit to the Property equal to or in excess of the costs set forth in **Exhibit B**, on an equal developable acreage basis. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

Midtown Improvement District

Secretary/Assistant Secretary

By: _____
Its: _____

**Lake Nona Land Company, LLC,
a Florida limited liability company**

Witness

By: _____
Its: _____

EXHIBIT A: Property Description
EXHIBIT B: Fiscal Year 2023/2024 Budget

Midtown Improvement District

**Payment Authorizations
Nos. 89 – 92**

MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #089

7/7/2023

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction July Administrator & Irrigation Specialist	37708	\$ 1,139.99
2	BrightView Landscape Services February Irrigation Inspection July Landscaping	8336491 8472988	\$ 472.46 \$ 5,554.98
	Cepra Landscape July Section 1 Landscaping July Section 3 Landscaping	O-S4478 O-S4479	\$ 1,722.25 \$ 1,428.59
	Donald W McIntosh Associates Public Facilities Report Preparation Services Through 06/16/2023 Engineering Services Through 06/16/2023	44381 44383	\$ 4,500.00 \$ 500.00
	Grau and Associates FY 2022 Audit	24442	\$ 3,300.00
	Kutak Rock General Counsel Through 05/31/2023	3240196	\$ 1,481.02
	OUC Acct: 5032993173 ; Service 06/01/2023 - 07/03/2023	--	\$ 4,050.65
TOTAL			\$ 24,149.94


Secretary/Assistant Secretary


Chairperson

Midtown Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 70
Orlando, FL 8 7
LaneA@pfm.com // (407) 723-5925

RECEIVED
By Amanda Lane at 1:23 pm, Jul 12, 2023

Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development
Co., CN=Daniel J. Young
Date: 03.07
4:59:06-04'00

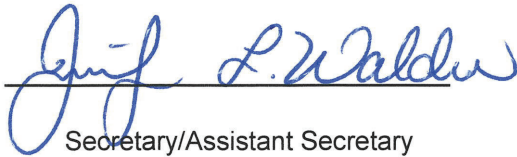
Daniel J. Young

MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #090

7/14/2023

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District June ICM Expenses	ICM2023-09	\$ 3,156.75
TOTAL			\$ 3,156.75


Secretary/Assistant Secretary


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 8:04 am, Jul 27, 2023

Daniel J. Young

Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development Co.,
CN=Daniel J. Young
Date: 2023.07.23
07:43:38-0400'

MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #091

7/21/2023

Item No.	Year	Invoice Number	General Fund
1	Supervisor Fees - 07/18/2023 Meeting Richard Evey	--	\$ 200.00
TOTAL			\$ 200.00


Secretary/Assistant Secretary


Chairperson

Midtown Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 70
Orlando, FL 817
LaneA@pfm.com // (407) 723-5925

RECEIVED

By Amanda Lane at 8:04 am, Jul 27, 2023

Daniel J. Young


Digitally signed by Daniel Young
DN: cn=US, email=Erdan.young@tavistock.com, o=Tavistock Development Co, cn=Daniel Young
Date: 2023.07.27 09:55:04-00

MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #092

7/28/2023

Item No.	Payee	Invoice Number	General Fund
1	Kutak Rock General Counsel Through 6/30/2023	52669	\$,899.64
2	Orlando Sentinel Legal Advertising on 07/10/2023 (Ad: 7459031)	OSC76333189	\$ 9.50
3	VGlobalTech July Website Maintenance	5202	\$ 60.00
TOTAL			\$ 2,279.14


Secretary/Assistant Secretary


Chairperson

Midtown Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 0
Orlando, FL 817
LaneA@pfm.com // (407) -5925

RECEIVED

By Amanda Lane at 1:40 pm, Aug 02, 2023

Daniel J. Young

Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development Co.,
CN=Daniel J. Young
Date: 2023.08.02 09:06:44-0400

Midtown Improvement District

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

Midtown Improvement District

District's Financials
(provided under separate cover)