

# 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, December 13, 2022, at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the August 16, 2022, Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2023-01, Amending the Annual Meeting Schedule for Fiscal Year 2023**

### Business Matters

3. **Review Post Hurricane Ian Report**
  - a. **Ratification of Hurricane Landscape Replacement Proposals**
4. **Ratification of Fiscal Year 2022 Audit Engagement Letter with Grau & Associates**
5. **Ratification of Egis Insurance Package for FY 2023**
6. **Ratification of Payment Authorization Nos. 49 – 60**
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**

**Minutes of the August 16, 2022,  
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, August 16, 2022, 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

Also Attending:

Jenifer Walden	PFM	
Lynne Mullins	PFM	
Amanda Lane	PFM	(via phone)
Jorge Jimenez	PFM	(via phone)
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	
Jeffrey Newton	Donald W. McIntosh Associates	
Larry Kaufmann	Construction Supervisor	(via phone)
Matt McDermott	Construction Committee Member	
Aaron Wilbanks	Berman	
Scott Thacker	Berman	

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Dr. Levey called for public comments. There were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
July 19, 2022, Board of Supervisors'  
Meeting**

The Board reviewed the minutes of the June 21, 2022, Board of Supervisors' Meeting.

On motion by Mr. Adams, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Minutes of the July 19, 2022, Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-03,  
Approving an Annual Meeting  
Schedule for Fiscal Year 2023**

Ms. Walden recommended keeping the Board of Supervisors' Meeting schedule the same as FY 2022 at the same current time and location, with the exception of December moving up a week due to Christmas, and keeping the Construction Committee Meetings the same at every other week starting with Thursday, October 6, 2022, at the same current time and location.

On motion by Mr. Adams, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2022-03, Approving an Annual Meeting Schedule for FY 2023 with the Board of Supervisors' Meeting schedule taking place on the third Tuesday of each month, except December 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 every other Thursday at 3:30 p.m. at the office of Donald W. McIntosh Associates, Inc., 2200 Park Avenue North, Winter Park, FL 32789.

**FIFTH ORDER OF BUSINESS**

**Public Hearing on the Adoption of the  
District's Annual Budget**

- a) Public Comments and Testimony**
- b) Board Comments**
- c) Consideration of Resolution  
2022-04, Adopting the Fiscal Year  
2023 Budget and Appropriating  
Funds**

Dr. Levey called for a motion to open the public hearing.

On motion by Mr. Adams, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District opened the Public Hearing.

Ms. Walden noted that the District noticed this hearing pursuant to Florida Statutes. As there were no audience comments on the budget, Dr. Levey requested a motion to close the public hearing.

On motion by Mr. Ventura, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District closed the Public Hearing.

Ms. Walden explained the budget is the same that was preliminarily approved back in May. Hearing no comments or questions from the Board, Dr. Levey requested a motion to approve Resolution 2022-04.



On motion by Mr. Ventura, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2022-04, Adopting the Fiscal Year 2023 Budget and Appropriating Funds.

**SIXTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2023  
Budget Funding Agreement with Lake  
Nona Land Company, LLC**

Ms. Walden noted that this agreement is to fund the budget that was just approved in Resolution 2022-04 with Lake Nona Land Company, LLC.

On motion by Mr. Adams, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Fiscal Year 2023 Budget Funding Agreement with Lake Nona Land Company, LLC.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Payment Authorization  
Nos. 45 – 48**

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

On motion by Mr. Ventura, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District ratified Payment Authorization Nos. 45 – 48.

**EIGHTH ORDER OF BUSINESS**

**Recommendation of Work  
Authorization/Proposed Services**

Mr. Kaufmann noted there were no Work Authorizations for this District.

**NINTH ORDER OF BUSINESS**

**Review of District's Financials**

The Board reviewed the District's Financial Statements through July 31, 2022. Ms. Walden noted that the District has spent \$255,000.00 vs. a budget of \$456,000.00, which is approximately 56% of the budget. Dr. Levey inquired about the items that went over budget. Ms. Walden noted that, while that did occur on some items, there are other items that were under budget to offset those overages.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

District Counsel – Ms. Mackie explained that District staff transmitted the notice of award letters for landscape services per Board direction at the last meeting. The District did receive a request for information related to the landscape proposals, but no bid protest was received. District staff is in the process of finalizing the contract with the landscaper, which will begin on October 1, 2022.

District Manager – Ms. Walden noted that the next meeting is Tuesday, September 20, 2022, and the calendar invite will be going out soon for the FY 2023 meetings.

District Engineer – Mr. Newton presented the Construction Status Memo (Minutes Exhibit A).

For Centerline Drive Segment F, most of the underground is completed except for some OUC manholes which are backordered and video inspection of the sanitary sewer systems. Once that is complete, then they can start on curb and roadway base. There is a Change Order in the additive amount of \$337,107.02 for landscaping and irrigation plus an extension in construction duration of 49 days, which will be going to the Poitras Board for approval since they are managing the contract. In addition, District staff believes it to be in the best interest of the District to contract directly with HTFL for the maintenance of landscaping and irrigation during the 12-month warranty period, and the cost would be \$58,750.00. They are the current subcontractor for Jr. Davis and contracting directly would save the District Jr. Davis' markup of approximately \$20,000.00.

Dr. Levey asked why landscaping and irrigation was not included in the current contract. Mr. Newton responded that the landscape and irrigation items were not included in the Jr. Davis' contract because the plans had not yet been completed. Mr. Ventura asked if this District will be splitting the cost with the Poitras District. Mr. Newton responded that the Midtown ID is paying 100% of the costs as Centerline Drive Segment F is in the District and this is a capital cost.

On motion by Mr. Adams, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the actions contained in the Construction Contract Status Memorandum dated August 16, 2022, with approval of the Landscape Maintenance Agreement with HTFL in the amount of \$58,750.00 for a period of 12 months commencing on the date of substantial completion of landscaping and irrigation construction (currently anticipated February 2023).

Construction Supervisor – No report.

Landscape Supervisor –

Mr. McDermott explained that the District went over the budget on tree trimming and the team has put together a three-year plan to avoid this in the future.

Irrigation Supervisor –

No report.

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no supervisor requests.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

On motion by Mr. Adams, seconded by Mr. Ventura, with all in favor, the August 16, 2022, Meeting of the Board of Supervisors for the Midtown Improvement District was adjourned.

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**Secretary/Assistant Secretary**

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**Chair/Vice Chair**



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

**MEMORANDUM**

DATE: August 16, 2022  
 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 Segment F – Jr. Davis Construction Company, Inc.:**

(Note: this construction project is being managed by Poitras East CDD)

LAND PLANNERS

**Construction Status:** Contractor has completed installation of the storm drainage, reclaimed water mains, potable water mains, and sanitary sewer systems on Centerline Segment F and is awaiting videotaping and as built drawings. Contractor has completed installation of electrical conduits and pull boxes/manholes with the exception of two back ordered manholes.

SURVEYORS

**Change Order (C.O.) Status:** Change Order No. 6 in the additive amount of \$337,107.02 for landscaping and irrigation plus an extension in construction duration of 49 days has been submitted to the Poitras East CDD for approval. No action by Midtown Improvement District is required as related to this change order. In addition to the above change order, District staff believes it to be in the best interest of the District to contract directly with HTFL for the maintenance of landscaping and irrigation during the 12-month warranty period. The HTFL price for 12 months of maintenance is \$58,750.00.



**Recommended Motion:** Approval of Landscape Maintenance Agreement with HTFL in the amount of \$58,750.00 for a period of 12 months commencing on the date of substantial completion of landscaping and irrigation construction (currently anticipated February 2023).

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

2200 Park Ave. North

Thank you.

Winter Park, FL

End of memorandum.  
 c: Larry Kaufmann  
 Matt McDermott  
 Chris Wilson  
 Dan Young  
 Tarek Fahmy

32789-2355

Fax 407-644-8318

407-644-4068

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT  
(Centerline Drive – Segment F)**

**THIS AGREEMENT (“Agreement”)** is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between:

**MIDTOWN IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida, whose mailing address is 3501 Quadrangle Blvd., Suite 270, Orlando, Florida 32817 (the “**District**”), and

**HTFL, INC.**, with an address of 70 Harrison Road, Lake Placid, Florida 33852 (“**Contractor**”).

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

**WHEREAS**, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District, identified as “Centerline Drive – Segment F”; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified, willing and capable to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, it is agreed that Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and Contractor have agreed upon:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**2. CONTRACTOR OBLIGATIONS.**

**A. Scope of Services.** Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A (“Work”)**, for the areas identified in the Landscape Maintenance Map attached hereto as **Exhibit B (“Landscape Maintenance Area”)**, both of which are incorporated herein by this reference. Contractor acknowledges and agrees that the Landscape Maintenance Area may be reasonably adjusted, in the sole discretion of the District, to accurately reflect areas of the Work actually being performed, which adjustments shall not result in change in the price for the Work as reflected in Contractor’s fee summary attached hereto as **Exhibit C (“Fee Summary”)** and

incorporated herein by this reference. Should any work and/or services be required which are not specified in this Agreement or any amendments, addenda, or change orders but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by Contractor as if described and delineated in this Agreement.

**B. *Acceptance of Site.*** By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the execution of this Agreement, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor or a former contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor’s expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor’s failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

**C. *Manner of Contractor’s Performance.*** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (defined herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with all applicable industry standards, and as required by the Scope of Services. The performance of all Work and additional services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

**D. *Discipline, Employment, Uniforms.*** Contractor shall maintain at all times strict discipline among its employees, subcontractors, agents and assigns and represents to the District that it has performed all necessary background checks of the same. Contractor shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.

**E. *Rain Days.*** In the event that time is lost due to heavy rains (“**Rain Days**”), Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. Contractor shall provide services on Saturdays, if needed to make up Rain Days, with prior notification to and approval by the District Representative(s) (defined herein).

**F. *Protection of Property.*** Contractor shall use all due care to protect against any harm to persons or property while performing the Work. If Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting and irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and promptly repair all damage – and/or promptly replace damaged property – to the sole satisfaction of the District. If Contractor fails to do so, the District reserves the right to make such repairs and Contractor shall reimburse the costs of such repair or replacement.

**G. *District Representative; Reporting.*** The District shall designate in writing a person to act as the District Representative with respect to the Work to be performed under this Agreement. The District Representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Contractor's services, including the Work.

**i.** The District hereby designates the District Manager or his or her designee, to act as the District Representative.

**ii.** The District shall have the right to change its designated Representative with written notice to Contractor.

**iii.** Contractor agrees to meet with the District's representative no less than bi-weekly to walk the property and discuss conditions, schedules, and items of concern regarding this Agreement and to provide a monthly written report summarizing, at minimum, the Work performed during the month, any issues and/or areas of concern and the schedule of Work to be performed for the upcoming month.

**iv.** Contractor agrees to attend the regularly scheduled meetings of the Board of Supervisors of the District, upon request.

**H. *Deficiencies.*** Contractor shall identify and promptly notify the District Representative of any deficient areas by written communication, including any explanations of proposed actions to remedy such deficiencies. Upon approval by the District Representative, the Contractor shall take such actions as are necessary to address the deficiencies within a reasonable time period specified by the District Representative, or if no time is specified by the District, within three (3) days and prior to submitting any invoices to the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the deficiencies are not timely addressed. Should the Contractor fail to address any deficiencies within the time set forth by the District Representatives, the District shall have the rights to, among other remedies available at law or in equity, fine the Contractor one hundred dollars (\$100.00) per day; to withhold some or all of the Contractor's compensation under this Agreement; and to contract with outside sources to perform necessary work with all charges for such services to be reimbursed by Contractor or deducted from the Contractor's compensation.

**I. *Compliance with Laws.*** The Contractor shall keep, observe, and perform all requirements of applicable local, state and federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, state, or federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

**J. *Safety.*** Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property in performing the Work, utilizing safety equipment including but not limited to bright vests and traffic cones.

**K. *Environmental Activities.*** The Contractor agrees to use best management practices, consistent with presently accepted industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

**L. *Payment of Taxes; Procurement of Licenses and Permits.*** Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and local laws or requirements.

**M. *Subcontractors.*** Contractor shall not assign any portion of the Work to subcontractors without prior, written approval of the District. In the event any portions of the Work are assigned to subcontractors, Contractor shall be responsible for the satisfactory performance of such work by subcontractors. Nothing in this Agreement shall be construed to create a contractual relationship between any subcontractor and the District.

**N. *Independent Contractor Status.*** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation,



express or implied, on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**3. COMPENSATION; TERM.**

**A. Term.** The term of this Agreement shall be from \_\_\_\_\_, 2022, to \_\_\_\_\_, 2023, unless terminated earlier in accordance with the terms of this Agreement.

**B. Compensation.** As compensation for the Work, the District agrees to pay Contractor **Fifty-Eight Thousand Seven Hundred Fifty Dollars (\$58,750.00)** per year, in twelve (12) equal monthly payments of **Four Thousand Eight Hundred Ninety-Five Dollars and Eighty-Three Cents (\$4,895.83)** in accordance with the Fee Summary attached hereto as **Exhibit C**.

**C. Additional Work** Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and/or irrigation systems (e.g., additional services or services for other areas not specified in this Agreement), such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed Work Authorization, a form of which is attached hereto as **Exhibit D**. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's Fee Summary attached hereto as **Exhibit C**. If pricing for any such additional work or services is not specifically provided for in the exhibits hereto, Contractor agrees to negotiate in good faith on such pricing. Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.

**D. Payments by the District.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.

**E. Payments by Contractor.** Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the

performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), *Florida Statutes*, requiring payments to subcontractors, material men, suppliers or laborers be made within ten (10) days of receipt of payment from the District. The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**4. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 2(H) of this Agreement are taken, the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. On a default by Contractor, the District may elect not to terminate the Agreement, and instead to demand that Contractor cure any failure constituting default and make appropriate deduction or revision to the payment to become due to Contractor. Furthermore, the District reserves the right to pursue any and all available remedies under the law, including but not limited to equitable and legal remedies and withhold payment pending outcome of such dispute.

**5. INSURANCE.**

**A. *Insurance Required.*** Before commencing any Work, the Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with the requirements of this section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be primary and written on forms acceptable to the District. Additionally, insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of A-VII. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

**B. *Types of Insurance Coverage Required.*** Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

**i.** Worker's Compensation Insurance in accordance with the laws of the State of Florida. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker's compensation exemption shall access or work on the site.

**ii.** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.

**iii.** Commercial General Liability Insurance covering Contractor's legal liability for bodily injuries, property damage, contractual, products and completed operations, and personal injury, with limits of not less than \$2,000,000 per occurrence, and further, including, but not being limited to, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.

**iv.** Automobile Liability Insurance for bodily injuries in limits of not less than \$2,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**v.** Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

**C. *Additional Insured.*** All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, and shall name the District, and its supervisors, officers, staff, agents, employees, and representatives as additional insured (with the exception of Workers' Compensation insurance) as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its supervisors, officers, staff, agents, employees, and representatives.

**D. *Sub-Contractors.*** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors, if any and if approved, to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

**E. *Payment of Premiums.*** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.

**F. *Notice of Claims.*** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

**G. *Failure to Provide Insurance.*** The District shall retain the right to review, at any time, coverage, form, and amount of insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

## **6. INDEMNIFICATION.**

**A.** The Contractor shall indemnify, defend, and hold harmless, the District, the District's Board of Supervisors, District staff and the District's agents, officers, employees, contractors, and representatives from and against any and all liability, actions, claims, demands, loss, damage, injury, or harm of any nature whatsoever, arising from the acts or omissions of Contractor, or the Contractor's officers, directors, agents, assigns, employees, subcontractors, or representatives.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay, awards, court costs, mediation costs, litigation expenses, attorney fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), or other amounts of any kind.

**C.** The Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's or its staff, supervisors or consultant's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge the same in writing, and it shall be Contractor's responsibility to secure such acknowledgments. Further, nothing herein shall be construed to limit or restrict the District's rights against the Contractor under applicable law.

**D.** In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.

E. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, *Florida Statutes*, and that said statutory provision does not govern, restrict or control this Agreement

## 7. MISCELLANEOUS PROVISIONS

A. ***Default and Protection Against Third-party Interference.*** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

B. ***Custom and Usage.*** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing or due to oversight; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

C. ***Successors.*** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.

D. ***Assignment.*** Neither the District nor Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment without such written approval shall be void.

E. ***Headings for Convenience Only.*** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

F. ***Attorneys' Fees.*** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

G. ***Agreement.*** This instrument, together with its Exhibits, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. All prior agreements regarding the matters provided herein are hereby superseded and replaced by this Agreement. The Exhibits attached herein are incorporated to the extent that it clarifies certain terms of the

Agreement, and to the extent there are any inconsistencies or conflict between this instrument and the Exhibits, this instrument shall control.

**H. Amendments.** 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 the District and Contractor.

**I. Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

**J. Notices.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered via hand delivery, mailed by United States certified mail, or by overnight delivery service, to the parties, as follows:

**i. If to the District:** Midtown Improvement District  
3501 Quadrangle Blvd., Suite 207  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Contractor:** HTFL, Inc.  
70 Harrison Road  
Lake Placid, Florida 33852  
Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**K. Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to

or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective Representative, successors, and assigns.

**L. Controlling Law; Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction in and for Orange County, Florida.

**M. Public Records.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **PFM Group Consulting, LLC (“Public Records Custodian”)**. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, RECORDREQUEST@PFM.COM, AND 3501 QUADRANGLE BLVD., SUITE 270, ORLANDO, FLORIDA 32817.**

**N. Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**O. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and Contractor as an arm's length transaction. The District and Contractor 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 any doubtful language will not be interpreted or construed against any party.

**P. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

**Q. Scrutinized Companies Statement.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

**R. E-Verify.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor



or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement

**S. *Compliance with section 20.055, Florida Statutes.*** The Contractor agrees to comply with section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with section 20.055(5), *Florida Statutes*.

*[Remainder of this page intentionally left blank]*

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

ATTEST:

**MIDTOWN IMPROVEMENT DISTRICT**

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

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

WITNESS:

**HTFL, INC.**

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

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

- Exhibit A:** Scope of Services
- Exhibit B:** Landscape Maintenance Map
- Exhibit C:** Fee Summary
- Exhibit D:** Form of Work Authorization

**Exhibit A: Scope of Services**

**Exhibit B: Landscape Maintenance Map**

**Exhibit C: Fee Summary**

**Exhibit D: Form of Work Authorization**

**WORK AUTHORIZATION NUMBER \_\_\_\_\_  
FOR ADDITIONAL SERVICES**

**THIS WORK AUTHORIZATION** (“Work Authorization”), dated \_\_\_\_\_, \_\_\_\_ 202\_\_, authorizes certain work in accordance with that certain *Landscape and Irrigation Maintenance Agreement*, effective \_\_\_\_\_, 2022 (the “Agreement”), by and between:

**MIDTOWN IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida (the “District”), and

**HTFL, INC.**, with an address of 70 Harrison Road, Lake Placid, Florida 33852 (“Contractor”).

**SECTION 1. SCOPE OF SERVICES.** in addition to the services described in the Agreement and any exhibits, amendments and addenda thereto, Contractor shall provide additional \_\_\_\_\_ 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 “Additional Services”). To the extent that the terms of **Exhibit A** conflict with terms of this Work Authorization or the Agreement, the Work Authorization and the Agreement shall control.

**SECTION 2. COMPENSATION.** As compensation for the Additional Services, the District agrees to pay Contractor \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Contractor shall invoice the District for Additional Services upon completion of the same and the District shall pay Contractor in accordance with the terms of the Agreement.

**SECTION 3. ACCEPTANCE.** Acceptance of this Work Authorization authorizes Contractor to complete the Additional Services as outlined above and is indicated by the signature of the authorized representative of the District and Contractor. Contractor shall commence the aforesaid Additional Services upon the full execution of this Work Authorization 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, remains in full force and effect.

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

ATTEST:

**MIDTOWN IMPROVEMENT DISTRICT**

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

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

WITNESS:

**HTFL, INC.**

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

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

**Exhibit A**      Proposal for Additional Services



HTFL, INC.  
 70 Harrison Rd  
 Lake Placid, FL 33852  
 863-465-1554  
 www.htflinc.com

**ADDRESS**

Tavistock Development Company  
 6900 Tavistock Lakes Blvd  
 Orlando, FL 32827

**SHIP TO**

Centerline Rd - Seg F  
 Per Innovations Design Group  
 Dated 8-13-2020

**Estimate 1531**

**DATE 07/18/2022**

QTY	DESCRIPTION	RATE	AMOUNT
<del>6</del>	<del>Red Maple " Florida Flame 4" cal x 16' 18'</del>	<del>1,045.00</del>	<del>6,270.00T</del>
<del>7</del>	<del>Magnolia grandiflora Bracken Brown Beauty " 4" cal x 14' 16'</del>	<del>1,250.00</del>	<del>8,750.00T</del>
<del>29</del>	<del>Pinus elliottii Slash Pine 3" cal x 12' 14'</del>	<del>395.00</del>	<del>11,455.00T</del>
<del>15</del>	<del>Pinus elliottii Slash Pine 1 1/2" cal 5' 6'</del>	<del>265.00</del>	<del>3,975.00T</del>
<del>12</del>	<del>Quercus virginiana Live Oak 4" cal x 16' 18'</del>	<del>880.00</del>	<del>10,560.00T</del>
<del>7</del>	<del>Ulmus alata Winged Elm 4" cal x 14' 16'</del>	<del>1,045.00</del>	<del>7,315.00T</del>
<del>14</del>	<del>Taxodium distichum Bald Cypress 3" cal x 12' 14'</del>	<del>425.00</del>	<del>5,950.00T</del>
<del>10</del>	<del>Laerstroemia 'Natchez ' Grape Myrtle 2" 2 1/2" x 8' 10' Multis</del>	<del>235.00</del>	<del>2,350.00T</del>
<del>15</del>	<del>Lagerstroemia " Tonto " Grape Myrtle 2" 2 1/2" x 8' 10' Multis</del>	<del>275.00</del>	<del>4,125.00T</del>
<del>37</del>	<del>Sabal palmetto Cabbage Palm Regenerated 10' 16' ct</del>	<del>350.00</del>	<del>12,950.00T</del>
<del>768</del>	<del>Muhlenbergia capillaris Muhly Grass 24" x 24"</del>	<del>5.00</del>	<del>3,840.00T</del>
<del>1,000</del>	<del>Spartini bakeri Sand Cordgrass 24" x 24"</del>	<del>5.00</del>	<del>5,000.00T</del>
<del>361</del>	<del>Viburnum obovatum 16" x 18"</del>	<del>14.50</del>	<del>5,234.50T</del>
<del>13</del>	<del>Viburnum odoratissimum 15 gal 4' 5'ht x 24" 30"</del>	<del>125.00</del>	<del>1,625.00T</del>
<del>542</del>	<del>Agapanthus africanus Lily of the Nile 12"</del>	<del>5.00</del>	<del>2,710.00T</del>
<del>350</del>	<del>Dianella " flax lily " 12"</del>	<del>5.00</del>	<del>1,750.00T</del>
<del>11,631</del>	<del>Stenotaphrom secyndatum St Augustine Grass Pro Vista</del>	<del>0.58</del>	<del>6,745.98T</del>
<del>1</del>	<del>Irrigation System Install Irrigation per plans by Innovation Designs dated 1-6-2021 for Centerline Drive. Water meters, water use fees and water tasks by others. Electrical by others, sleeves by others</del>	<del>80,059.52</del>	<del>80,059.52T</del>
<del>83</del>	<del>Tree Staking Pro 40</del>	<del>100.00</del>	<del>8,300.00T</del>
<del>32</del>	<del>Tree Staking Pro 60</del>	<del>165.00</del>	<del>5,280.00T</del>

QTY	DESCRIPTION	RATE	AMOUNT
<del>37</del>	<del>Tree Staking - RBK 40</del>	<del>165.00</del>	<del>6,105.00</del>
<del>180</del>	<del>Florimulch - 180 cy</del>	<del>80.00</del>	<del>14,400.00</del>
<del>1</del>	<del>Mobilization &amp; Freight</del>	<del>24,500.00</del>	<del>24,500.00</del>
1	Maintenace Package - Per Tavistock specs - Based on Seg F plan - price good only if maintenance goes simultaneously with Luminary 1-C bid maintenance	58,750.00	58,750.00
	Bid pricing good for 30 days only due to material availability		
	Bid does not include any planting soil, soil amendmets or any grading - all by others		
	HTFL needs loader access to all planting locations		
	Bid price does not include any tree or shrub relocation or tree protection		
	Final grade must be performed to +/- .1" before any plant or tree installation		
	Automatic Irrigation system must be fully operational before any tree or shrub planting		
	Tree protection and root barrier not included		
		<b>SUBTOTAL</b>	298,000.00
		<b>TAX</b>	0.00
		<b>TOTAL</b>	<del>\$298,000.00</del>

Accepted By

Accepted Date



# **Midtown Improvement District**

**Resolution 2023-01,  
Amending the Annual Meeting Schedule for Fiscal Year 2023**

**RESOLUTION 2023-01**

**A RESOLUTION OF MIDTOWN IMPROVEMENT DISTRICT AMENDING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2022/2023; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Midtown Improvement District ("District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, *Florida Statutes*, and situated entirely within the City of Orlando, Florida; and

**WHEREAS**, the District previously adopted Resolution 2022-03, setting forth the annual schedule of its regular public meetings, which designates the dates of the District's Fiscal Year 2022/2023 meetings ("FY 2023 Schedule"); and

**WHEREAS**, the Board desires to amend the FY 2023 Schedule in order to amend the dates.

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

**SECTION 1.** The FY 2023 Schedule is hereby amended and approved to reflect that the Board of Supervisors will hold its meetings on the dates noted in **EXHIBIT A**. The amended FY 2023 Schedule shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of DECEMBER 2022.

ATTEST:

**MIDTOWN IMPROVEMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

**EXHIBIT A**

**Midtown Improvement District  
Fiscal Year 2022-2023**

The Board of Supervisors of the Midtown Improvement District will hold its meetings for the Fiscal Year 2023 at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, Florida 32827 at 5:00 p.m. on the third Tuesday of each month unless otherwise noted below.

October 18, 2022  
November 15, 2022  
December 13, 2022  
January 17, 2023  
February 21, 2023  
March 21, 2023  
April 18, 2023  
May 9, 2023  
June 20, 2023  
July 18, 2023  
August 15, 2023  
September 19, 2023

**Construction Committee of the Boggy Creek, Greenway, Midtown & Myrtle Creek  
Improvement Districts and the Poitras East Community Development District  
Fiscal Year 2022-2023**

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 2023 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 6 & 20, 2022  
November 3 & 17, 2022  
December 1, 15 & 29, 2022  
January 12 & 26, 2023  
February 9 & 23, 2023  
March 9 & 23, 2023  
April 6 & 20, 2023  
May 4 & 18, 2023  
June 1, 15 & 29, 2023  
July 13 & 27, 2023  
August 10 & 24, 2023  
September 7 & 21, 2023

# **Midtown Improvement District**

**Post Hurricane Ian Report**

Hurricane Ian Report

Midtown District Laureate Blvd:





Midtown District TLB:







Midtown District Nemours:





The large trees will need to be contracted out for replanting. The smaller items were being cleaned up by Cepra and Berman.



# **Midtown Improvement District**

**Hurricane Landscape Replacement Proposals**



Hathaway's Tree Farm & Landscaping

HTFL, INC.  
70 Harrison Rd  
Lake Placid, FL 33852  
863-465-1554  
www.htflinc.com

ADDRESS

Midtown Improvement District  
Orlando, FL

SHIP TO

Laureate Blvd  
Orlando, FL

Estimate 1590

DATE 11/11/2022

SHIP VIA

HTFL

QTY DESCRIPTION

RATE

AMOUNT

1 Quercus virginiana - Live Oak - 8" - 10" cal - Delivered,  
Installed & Staked

5,000.00

5,000.00T

SUBTOTAL

5,000.00

TAX

0.00

TOTAL

\$5,000.00

Accepted By

Accepted Date

11.15.22

# **Midtown Improvement District**

**FY 2022 Audit Engagement Letter  
with Grau & Associates**



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
[www.graucpa.com](http://www.graucpa.com)

August 31, 2022

To Board of Supervisors  
Midtown Improvement District  
3501 Quadrangle Blvd., Ste. 270  
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Midtown Improvement District, Orange County, Florida ("the District") for the fiscal year ended September 30, 2022. We will audit the financial statements of the governmental activities and each major fund (general, debt service, capital projects, and special revenue funds), including the related notes to the financial statements, which collectively comprise the basic financial statements of Midtown Improvement District as of and for the fiscal year ended September 30, 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2022 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

**Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

**Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. The District will provide a statement describing corrective actions to be taken in response to each of our recommendations included in the audit report, if any, and relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with

this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the auditor does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the auditor or keep and maintain public records required by the District to perform the service. If the auditor transfers all public records to the District upon completion of this Agreement, the auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the auditor keeps and maintains public records upon completion of the Agreement, the auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PFM GROUP CONSULTING LLC., 3501 QUADRANGLE BLVD., STE 270, ORLANDO, FL 32817, 407-723-5900, [RECORDREQUEST@PFM.COM](mailto:RECORDREQUEST@PFM.COM).

Our fee for these services will not exceed \$4,800 for the September 30, 2022 audit unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. The fee for additional audit work will be billed at our hourly rates which are \$350 per hour for partners, \$250 per hour for managers, \$150 per hour for senior auditors, and \$125 per hour for staff auditors.

We will complete the audit within prescribed statutory deadlines, with the understanding that your employees will provide information needed to perform the audit on a timely basis. We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2022, and if the draft is timely reviewed by Management, the District shall receive the final audit by June 15, 2022.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Midtown Improvement District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter, with any addendum if applicable, constitutes the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties.

Very truly yours,

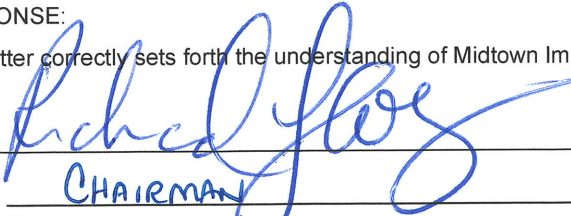
Grau & Associates



\_\_\_\_\_  
Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Midtown Improvement District.

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

Title: CHAIRMAN \_\_\_\_\_

Date: OCTOBER 18, 2022 \_\_\_\_\_





**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau  
Grau & Associates  
951 Yamato Rd Ste 280  
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,  
*FICPA Peer Review Committee*

Peer Review Team  
FICPA Peer Review Committee  
paul@ficpa.org  
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

# **Midtown Improvement District**

**FY 2023 Egis Insurance Package**



## Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

## Midtown Improvement District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

## About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

### Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

### How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms.

### What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

**Additional information regarding FIA and our member services can be found at [www.fia360.org](http://www.fia360.org).**

Quotation being provided for:

**Midtown Improvement District  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Boulevard, Suite 270  
Orlando, FL 32817**

**Term: October 1, 2022 to October 1, 2023**

**Quote Number: 100122801**

**PROPERTY COVERAGE**

**SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE**

<b>COVERED PROPERTY</b>	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$25,000
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
<b>Inland Marine</b>	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

<b>DEDUCTIBLES:</b>	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	2 %	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

<b>Special Property Coverages</b>		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

\*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

**TOTAL PROPERTY PREMIUM**

**\$220**



**Extensions of Coverage**

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

### CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

### Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

**AUTOMOBILE COVERAGE**

<b>Coverages</b>	<b>Covered Autos</b>	<b>Limit</b>	<b>Premium</b>
<b>Covered Autos Liability</b>	<b>8,9</b>	<b>\$1,000,000</b>	<b>Included</b>
<b>Personal Injury Protection</b>	<b>N/A</b>		<b>Not Included</b>
<b>Auto Medical Payments</b>	<b>N/A</b>		<b>Not Included</b>
<b>Uninsured Motorists including Underinsured Motorists</b>	<b>N/A</b>		<b>Not Included</b>
<b>Physical Damage Comprehensive Coverage</b>	<b>N/A</b>	<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.</b>  See item Four for Hired or Borrowed Autos.	<b>Not Included</b>
<b>Physical Damage Specified Causes of Loss Coverage</b>	<b>N/A</b>	<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism</b>  See item Four for Hired or Borrowed Autos.	<b>Not Included</b>
<b>Physical Damage Collision Coverage</b>	<b>N/A</b>	<b>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto</b>  See item Four for Hired or Borrowed Autos.	<b>Not Included</b>
<b>Physical Damage Towing And Labor</b>	<b>N/A</b>	<b>\$0 For Each Disablement Of A Private Passenger Auto</b>	<b>Not Included</b>



**GENERAL LIABILITY COVERAGE (Occurrence Basis)**

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

**PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)**

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.  
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability  
Network Security Liability  
Privacy Liability  
First Party Extortion Threat  
First Party Crisis Management  
First Party Business Interruption  
Limit: \$100,000 each claim/annual aggregate



## PREMIUM SUMMARY

Midtown Improvement District  
c/o PFM Group Consulting, LLC  
3501 Quadrangle Boulevard, Suite 270  
Orlando, FL 32817

Term: October 1, 2022 to October 1, 2023

Quote Number: 100122801

### PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$220
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,956
Public Officials and Employment Practices Liability	\$2,419
Deadly Weapon Protection Coverage	Included
<b>TOTAL PREMIUM DUE</b>	<b>\$5,595</b>

### IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

### Additional Notes:

(None)



**PARTICIPATION AGREEMENT**  
**Application for Membership in the Florida Insurance Alliance**

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2022, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Midtown Improvement District

\_\_\_\_\_  
(Name of Local Governmental Entity)  
By: *Richard Levey*  
Signature

Richard Levey  
Print Name

Witness By: *Lynne Mullins*  
Signature

Lynne Mullins  
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2022

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



PROPERTY VALUATION AUTHORIZATION

Midtown Improvement District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV \$25,000 As per schedule attached
Inland Marine Not Included
Auto Physical Damage Not Included

Signature: [Handwritten Signature] Date: 9/19/22
Name: Richard Levey
Title: Chair



Property Schedule

**Midtown Improvement District**

Policy No.: 100122801  
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address		Const Type	Term Date	Contents Value		Covering Replaced	Roof Yr Blt
	Roof Shape	Roof Pitch		Roof Covering				
1	Decorative Monuments (2)		2018	10/01/2022	\$25,000			
	Tavistock Lakes Blvd (near Benavente Ave) Orlando FL 32827		Masonry non combustible	10/01/2023				\$25,000
<b>Total:</b>			Building Value	Contents Value	Insured Value			
			\$25,000	\$0	\$25,000			

Sign:

Print Name: Richard Levey

Date: 9/19/22

# **Midtown Improvement District**

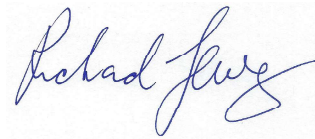
**Payment Authorization Nos. 49 – 60**

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #049

8/19/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>PFM Group Consulting</b>		
	DM Fee: August 2022	DM-08-2022-29	\$ 2,916.67
	July Reimbursables	OE-EXP-08-2022-23	\$ 15.53
2	<b>Supervisor Fees - 08/16/2022 Meeting</b>		
	Richard Levey	--	\$ 200.00
<b>TOTAL</b>			<b>\$ 3,132.20</b>



Chairperson

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

**RECEIVED**

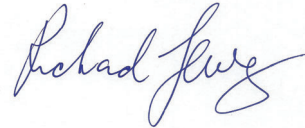
By Amanda Lane at 2:10 pm, Aug 19, 2022

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #050

8/26/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Berman Construction</b> August Administrator & Irrigation Specialist	21049	\$ 1,139.99
2	<b>Deluxe Corporation</b> Check Order	483793	\$ 125.00
3	<b>Kutak Rock</b> General Counsel Through 07/31/2022	3095194	\$ 2,050.86
4	<b>PFM Group Consulting</b> Billable Expenses	121398	\$ 32.13
5	<b>Tribune 365 National Group</b> Legal Advertising Through 08/02/2022 (Ad: 7252343)	OSC58390840	\$ 552.50
<b>TOTAL</b>			<b>\$ 3,900.48</b>



Chairperson

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

Received on Saturday, August 27, 2022 - ALane



# MIDTOWN IMPROVEMENT DISTRICT

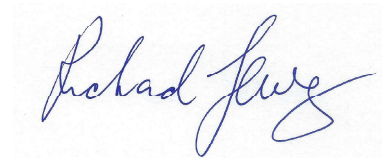
## Payment Authorization #051

9/2/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Berman Construction</b> September Administrator & Irrigation Specialist	21787	\$ 1,139.99
2	<b>Boggy Creek Improvement District</b> August ICM Expenses	ICM2022-11	\$ 3,090.41
3	<b>Cepra Landscape</b> September Section 1 Landscaping September Section 2 Landscaping September Section 3 Landscaping	ORL2881 ORL2883 ORL2884	\$ 1,983.33 \$ 5,644.38 \$ 880.33
4	<b>Donald W McIntosh Associates</b> Engineering Services Through 08/12/2022	43082	\$ 445.63

**TOTAL**

**\$ 13,184.07**



Chairperson

**RECEIVED**

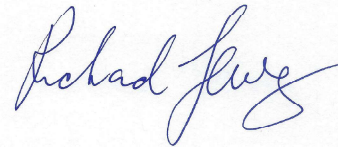
By Amanda Lane at 9:05 am, Sep 06, 2022

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #052

9/9/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Cepra Landscape</b> August Section 3 Irrigation Repairs	ORL3007	\$ 266.00
2	<b>OUC</b> Acct: 5032993173 ; Service 08/02/2022 - 09/01/2022	--	\$ 2,741.48
3	<b>PFM Group Consulting</b> August Reimbursables	OE-EXP-09-2022-23	\$ 8.40
<b>TOTAL</b>			<b>\$ 3,015.88</b>



Chairperson

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

**RECEIVED**

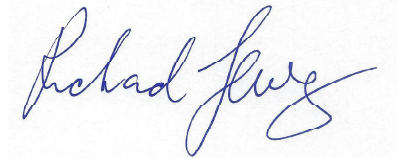
By Amanda Lane at 1:04 pm, Sep 12, 2022

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #053

9/16/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Orlando Sentinel</b> Legal Advertising Through 08/02/2022 (Ad: 7252343)	OSC58390840	\$ 552.50
2	<b>PFM Group Consulting</b> Billable Expenses DM Fee: September 2022	121583 DM-09-2022-029	\$ 32.12 \$ 2,916.63
3	<b>VGlobalTech</b> September Website Maintenance	4223	\$ 160.00
<b>TOTAL</b>			<b>\$ 3,661.25</b>



Chairperson

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

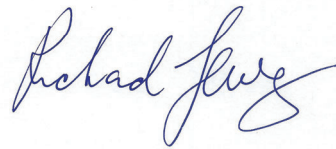
**RECEIVED**  
By Amanda Lane at 10:31 am, Sep 19, 2022

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #054

9/23/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Egis Insurance Advisors</b> FY 2023 Insurance	16663	\$ 5,595.00
<b>TOTAL</b>			<b>\$ 5,595.00</b>



Chairperson

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

**RECEIVED**

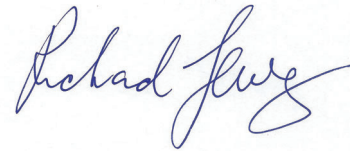
By Amanda Lane at 9:01 am, Sep 23, 2022

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #055

9/30/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Donald W McIntosh Associates</b> Engineering Services Through 09/09/2022	43198	\$ 445.63
2	<b>Kutak Rock</b> General Counsel Through 08/31/2022	3110977	\$ 2,335.59
<b>TOTAL</b>			<b>\$ 2,781.22</b>



Chairperson

**RECEIVED**

By Amanda Lane at 5:16 pm, Oct 03, 2022

# MIDTOWN IMPROVEMENT DISTRICT

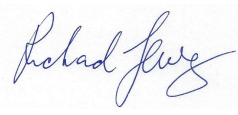
**Payment Authorization #056**

10/7/2022

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Berman Construction</b> October Administrator & Irrigation Specialist	22308	\$ 1,139.99	FY 2023
2	<b>Blake Land Development</b> Landscape Improvements	1186	\$ 6,100.70	FY 2023
3	<b>Boggy Creek Improvement District</b> September ICM Expenses	ICM2022-12	\$ 3,091.46	FY 2022
4	<b>Cepra Landscape</b> October Section 1 Landscaping October Section 3 Landscaping September Irrigation Repairs	ORL3194 ORL3195 ORL3233	\$ 1,722.25 \$ 1,428.59 \$ 1,046.00	FY 2023 FY 2023 FY 2022
5	<b>Department of Economic Opportunity</b> FY 2023 Annual Fee	87485	\$ 175.00	FY 2023
6	<b>OUC</b> Acct: 5032993173 ; Service 09/01/2022 - 10/03/2022	--	\$ 2,903.44	FY 2022
7	<b>PFM Group Consulting</b> DM Fee: October 2022	DM-10-2022-30	\$ 2,916.67	FY 2023

**TOTAL                    \$ 20,524.10**

7,040.90	FY 2022
13,483.20	FY 2023



\_\_\_\_\_  
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 9:58 am, Oct 10, 2022

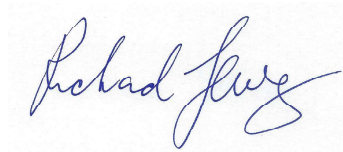
# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #057

10/14/2022

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Ivan J. Torres Franceschini Homeowner Vehicle Deductible Reimbursement	--	\$ 500.00	FY 2022

**TOTAL \$ 500.00**



500.00	FY 2022
-	FY 2023

Chairperson

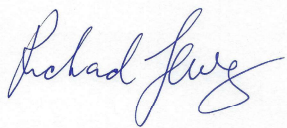
# MIDTOWN IMPROVEMENT DISTRICT

**Payment Authorization #058**

11/4/2022

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Berman Construction</b> November Administrator & Irrigation Specialist	23064	\$ 1,139.99	FY 2023
2	<b>BrightView Landscape Services</b> October Landscape Maintenance November Landscape Maintenance	8131737 8137408	\$ 5,554.98 \$ 5,554.98	FY 2023 FY 2023
3	<b>Cepra Landscape</b> November Section 1 Landscaping November Section 3 Landscaping	ORL3445 ORL3446	\$ 1,722.25 \$ 1,428.59	FY 2023 FY 2023
4	<b>Donald W McIntosh Associates</b> Engineering Services Through 10/07/2022	43315	\$ 125.00	FY 2022
5	<b>Kutak Rock</b> General Counsel Through 09/30/2022	3124648	\$ 210.00	FY 2022
6	<b>Orlando Sentinel</b> Legal Advertising on 10/11/2022 (Ad: 7299836)	OSC61967817	\$ 249.50	FY 2023
7	<b>OUC</b> Acct: 5032993173 ; Service 10/03/2022 - 11/01/2022	--	\$ 3,208.06	FY 2023

**TOTAL                    \$ 19,193.35**



335.00	FY 2022
18,858.35	FY 2023

\_\_\_\_\_  
Chairperson



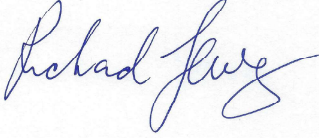
# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #059

11/11/2022

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Boggy Creek Improvement District</b>			
	September ICM Expenses	ICM2022-12 (2)	\$ 124.83	FY 2022
	October ICM Expenses	ICM2023-01	\$ 2,854.25	FY 2023

**TOTAL \$ 2,979.08**



124.83	FY 2022
2,854.25	FY 2023

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 2:54 pm, Nov 11, 2022

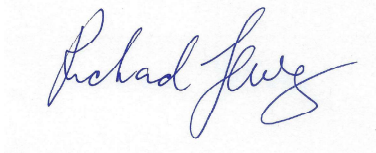
# MIDTOWN IMPROVEMENT DISTRICT

**Payment Authorization #060**

11/18/2022

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>BrightView Landscape Services</b>			
	Mainline Irrigation Repairs	8169343	\$ 573.00	FY 2023
	Reset Fallen Oak Trees from TS Nicole	8172145	\$ 752.66	FY 2023

**TOTAL                    \$ 1,325.66**



-	FY 2022
1,325.66	FY 2023

Chairperson

# **Midtown Improvement District**

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

**MIDTOWN IMPROVEMENT DISTRICT**

**Recommendation for Work Authorization / Proposed Services**

Project Name: Centerline Drive Segment E – OUC Conduits

Brief Description: Testing to confirm stability of trail during construction of OUC Dust Bank.

Name of Consultant / Vendor: Devo Engineering

Is this work pursuant to an existing Agreement?  Yes  No

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

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

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

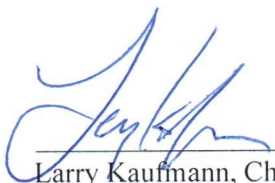
Is this a continuation of previously authorized work?  Yes  No

Proposal attached:  Yes  No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 415.00

Recommendation:  Approve  Deny

By:  11/9/22  
Larry Kaufmann, Chairman  
Midtown Improvement District Construction Committee

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



*Date:* October 21, 2022

*Devo's Project No.:* 22-1018.01

*to:*

**MIDTOWN IMPROVEMENT DISTRICT**  
3501 Quadrangle Blvd., Suite 270  
Orlando, FL 32817

attention:

**DR. RICHARD LEVEY**

*Chairman Board of Supervisors*

*Ref:*

**PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES**

**CENTERLINE E OUC DUCT BANK**

Dear Dr. Levey:

we understand that Orlando Utilities Commission (OUC) will be installing an electric duct bank along the existing right of way for Centerline Drive Segment within Laureate Park and manholes will be situated within the multi-use trail for access. This proposal is to assess the multi-trail section to determine if it can support the intermittent loading from the OUC maintenance vehicles.

We appreciate the opportunity to provide this proposal for your review and trust that it covers the work needed. Please feel free to contact us if there are any questions.

*Claudia Callahan*

Claudia Callahan, B.Sc.  
Senior Administrative Assistant

**TABLE I. FEE ITEMIZATION FOR CONSULTATION, CENTERLINE E- DUC DUCT BANK**

<b>DESCRIPTION OF WORK ITEM</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>QUANTITY</b>	<b>TOTAL</b>
Principal Engineer (Devo)	hr	\$150.00	0.5	\$75.00
Senior Geotechnical Engineer	hr	\$120.00	2.0	\$240.00
Senior Field Technician	hr	\$75.00	0.0	\$0.00
Senior-Level CADD/GIS	hr	\$80.00	0.0	\$0.00
Mid-level CADD/GIS	hr	\$60.00	0.0	\$0.00
Administrative Assistant	hr	\$50.00	2.0	\$100.00
<b>TOTAL FOR ALL TASKS</b>				<b>\$415.00</b>

**AUTHORIZATION**

To authorize this proposal, please complete the information requested and return by mail or fax.

<b>TABLE A.1: AUTHORIZATION OF OFFER</b>	
This offer is authorized only when signed below otherwise it should be considered a draft.	
Authorization signature: <i>Devo Seereeram</i> Devo Seereeram, Ph.D., P.E. Owner	
To authorize this work, please complete the information below and return a copy of the executed authorization to:	
Devo Seereeram, Ph.D., P.E. 5500 Alhambra Drive Orlando, FL 32808 Phone: 407-290-2371; devo@devoeng.com	

<b>TABLE A.2: AUTHORIZATION BY CLIENT</b>	
Proposal Authorized on this	<i>15<sup>th</sup></i> day of <i>November</i> 2022
Authorized Signature .....	<i>Richard J. Kelly</i>
Print Name & Title .....	<i>RICHARD KELLY, CHAIRMAN</i>
Company name .....	<i>M I D</i>
Company address .....	
Company phone # .....	
Company fax # .....	
Cellular/mobile phone # .....	
E-mail address .....	

## TERMS & CONDITIONS OF AGREEMENT

Special terms and conditions (if any) and general conditions of this agreement are contained in the following tables.

<b>TABLE A.3: SPECIAL TERMS AND CONDITIONS OF AGREEMENT</b>	
1	
2	

<b>TABLE A.4: GENERAL CONDITIONS OF AGREEMENT</b>	
1	<p><b>PARTIES AND SCOPE OF WORK:</b> Devo Seereeram Ph.D., P.E. (hereinafter referred to as "Devo") shall be performing the work. "Work" means the specific geotechnical investigations, testing, and engineering or other service performed by Devo as set forth above. "Client" refers to the person or business entity ordering the work to be done by Devo. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said work. The ordering of work from Devo shall constitute acceptance of the terms of Devo's proposal and these General Conditions.</p>
2	<p><b>PAYMENT:</b> Invoices will be submitted upon completion of work or at monthly intervals for continuing projects. Payment terms are Net 30 Days, unless alternative arrangements are stated under the Specific Conditions. Charges at 1½% per month will be levied on invoices not paid within 30 days from invoice date. Client agrees to pay Devo's cost of collection of all amounts due and unpaid after 60 days, including court costs, reasonable attorney's fees, filing fees, and certified mail postage. Failure to make payment within 30 days of invoice shall constitute a release of Devo from any and all claims which Client may have, either in tort, or contract, and whether known or unknown at the time.</p>
3	<p><b>OBLIGATION TO PAY:</b> Devo will perform services under this agreement with professional skill and care. Devo does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for Devo's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.</p>
4	<p><b>ACCESS TO SITE:</b> Client grants Devo the right of entry to the project by Devo, his employees, agents, and subcontractors in order to perform the services under this agreement. If the Client does not own the project, Client warrants and represents to Devo that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Devo.</p> <p>Devo shall take reasonable measures and precautions to minimize damage to the project site from Devo's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Devo for reimbursement or hold Devo liable or responsible for any alteration or damage required to perform our scope of work. Should the Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and defend Devo against any claims by the owner or persons having possession of the site through the owner which are related to such alteration or damage.</p> <p>Devo has not included in his fee the cost of restoration of damage which may occur. If Client desires or requires Devo to restore the site to its former condition, Devo will, upon written request, perform additional work as is necessary to do so and the Client agrees to pay Devo the cost thereof.</p>
5	<p><b>DAMAGE TO EXISTING MAN-MADE OBJECTS:</b> deleted.</p>
6	<p><b>SAMPLE DISPOSAL:</b> Unless otherwise agreed, laboratory test specimens or samples will be disposed immediately upon completion of the test. All samples or specimens collected from soil borings will be disposed sixty (60) days after submission of Devo's report.</p>



**TABLE A.4: GENERAL CONDITIONS OF AGREEMENT**

7	<p><b>WARRANTY AND LIMITATION OF LIABILITY:</b> Devo's geotechnical engineering services will be performed in accordance with his proposal and with generally accepted principles and practices. In performing his professional services, Devo will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of his profession. This warranty is in lieu of all other warranties and representations, either express or implied. Statements made in Devo's reports are opinions based on engineering judgement and are not to be construed as representations of fact.</p> <p>Should Devo be found to be negligent in the performance of professional services or work, or to have made and breached any express or implied warranty, representation or contract, Client agrees that the maximum aggregate amount of Devo's liability shall be limited to \$50,000 or the total amount of the fee paid to Devo for his work performed with respect to this project, whichever is less.</p> <p>In the event Client is unwilling or unable to limit Devo's liability in accordance with the provisions above, Client may request in writing, within five days of Client's acceptance of the Agreement, to increase the limit of Devo's professional liability to \$1,000,000 by agreeing to pay Devo a sum equivalent to an additional amount of 4% of the total fee to be charged for Devo's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.</p>
8	<p><b>INDEMNITY:</b> Subject to the foregoing limitations, Devo agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs, and expenses, including reasonable attorney's fees and court costs arising out of Devo's negligence to the extent of Devo's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Devo, the party initiating such action shall pay to Devo the costs and expenses incurred by Devo to investigate, answer and defend it, including reasonable attorney's fees, witness fees, and court costs to the extent that Devo shall prevail in such a suit.</p>
9	<p><b>THIRD PARTY RELIANCE:</b> The services under this Agreement are being performed for and on behalf of the Client for the Client's exclusive use. Devo assumes no responsibility for third party use of or reliance on Devo's findings, opinions, conclusions, or recommendations unless such use or reliance by Third Parties is authorized in writing by Devo.</p>
10	<p><b>ENTIRE AGREEMENT:</b> This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties, undertakings made other than as set forth herein. This agreement may be modified only in writing, signed by each of the parties hereto.</p>
11	<p><b>CANCELLATION:</b> This contract is cancellable by either party at any time for any reason. Work performed to the time of notice shall be paid as interpolated within and defined by the contract. All such work shall become the property of the Client upon such payment.</p>

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MIDTOWN IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Centerline Drive Segment F – Plan Revisions

Brief Description: Revise and resubmit currently approved plans to incorporate multi-use trails.

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

Is this work pursuant to an existing Agreement?  Yes  No

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

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

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

Is this a continuation of previously authorized work?  Yes  No

Proposal attached:  Yes  No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 3,165.00

Recommendation:  Approve  Deny

By: Larry Kaufmann 11/14/22  
Larry Kaufmann, Chairman  
Midtown Improvement District Construction Committee

- c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton  
Lynne Mullins



October 18, 2022

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

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

Re: Centerline Drive Phase 2 (Segment F)  
Additional Services Agreement  
DWMA Job No. 17141 (063-065)

Dear Dr. Levey:

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Work Authorization to provide additional services to the Midtown Improvement District ("CLIENT") for Centerline Drive Phase 2 (aka Segment F) ("Project"). The scope of this proposal includes Additional Services related to the incorporation of multi-use trails, previously designed under separate contract, into the Centerline Drive Phase 2 plans.

CIVIL ENGINEERS

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

LAND PLANNERS

SURVEYORS

**I. Scope of Work**

**CIVIL ENGINEERING**

- A. CONSTRUCTION DRAWING REVISION - Preparation of a revision to the approved final engineering plan to include the addition of the multi-use trails, which were designed as part of the Lake Nona Local Alternative Mobility Network (LAMN) project.
- B. PLAN AND PERMIT PROCESSING - Processing of revised final engineering plans through the City of Orlando, including responses to requests for additional information.
- C. FINAL ENGINEERING MEETINGS AND COORDINATION - Coordination with City of Orlando staff, CLIENT's consultants, and CLIENT during the design phase of the Project and representation at meetings associated with final design and permitting of the Project.



2200 Park Ave. North

**FEE SCHEDULE**

Winter Park, FL

32789-2355

Fax 407-644-8318

**407-644-4068**

Contract Item	Billing Item	Description	Fee
		<b>Civil Engineering</b>	
A.	063	Construction Drawing Revision	\$1,395.00
B.	064	Plan and Permit Processing	730.00
C.	065	Final Engineering Meetings and Coordination	1,040.00
		<b>TOTAL</b>	<b>\$3,165.00</b>

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Dr. Richard Levey, Chairman  
 Board of Supervisors  
**Midtown Improvement District**  
 Centerline Drive Phase 2 (Segment F)  
 Additional Services Agreement  
 DWMA Job No. 17141 (063-065)  
 October 18, 2022  
 Page 2 of 4

**II. Compensation**

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

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


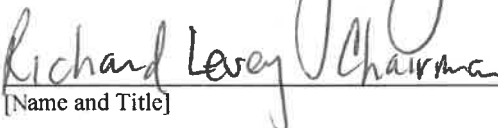
We appreciate your confidence in Donald W. McIntosh Associates, Inc., and look forward to continuing to serve you. Please contact the undersigned with any questions or clarification.

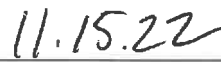

Sincerely,  
 DONALD W. MCINTOSH ASSOCIATES, INC.

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

GRR/ls

ACCEPTANCE OF CONTRACT BY:

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

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

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





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

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

### **BASIS OF PROPOSAL**

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

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

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

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

DWMA may be mandated by regulatory authorities to incorporate findings, requirements and details of design in their construction plans that are prepared by professional geotechnical engineers and not by DWMA. In doing so, DWMA assumes no responsibility or liability for the design, construction or operation of geotechnical engineering components which may include, but not be limited to, underdrains, ground stabilizers, backfills, embankments, etc. CLIENT must also recognize that some of these systems (i.e., underdrains, etc.) usually require extensive field supervision during construction and certification after construction. These systems are subject

to damage by other activities during or after infrastructure construction such as other utility installations (power, telephone, cable, gas, etc.). DWMA assumes no liability for damages to any design element caused by the improper design, construction, operation or maintenance of improvements designed by others.

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

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

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

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

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

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

Construction phase retesting resulting from failures or no-shows, and therefore requiring additional site visits, shall be additional services and is not included in the scope of this agreement. Such services will be invoiced separately



*Dr. Richard Levey, Chairman*  
**Midtown Improvement District**  
**BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**  
*DWMA Job No. 17141 (063-065)*  
*October 18, 2022*  
*Page 4 of 4*

on an hourly basis for back-charge to the contractor by CLIENT.

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

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

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

**CLIENT RESPONSIBILITIES**

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

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

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

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

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

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

The CLIENT will engage a professional landscape architect to provide landscape and irrigation design related to the development of the property as intended by CLIENT.

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

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

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

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

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

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

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

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

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MIDTOWN IMPROVEMENT DISTRICT

Recommendation for Work Authorization / Proposed Services

Project Name: Centerline Drive Segment D – Plan Revisions

Brief Description: Revise and resubmit currently approved plans to incorporate revisions to the Electrical Distribution System per current OUC design.

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

Is this work pursuant to an existing Agreement?  Yes  No

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

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

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

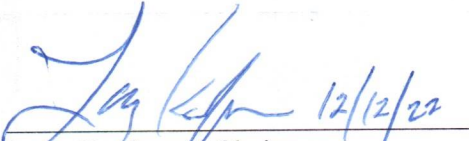
Is this a continuation of previously authorized work?  Yes  No

Proposal attached:  Yes  No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 23,605.00

Recommendation:  Approve  Deny

By:  12/12/22  
Larry Kaufmann, Chairman  
Midtown Improvement District Construction Committee

- c: Jennifer Walden  
Tucker Mackie  
Jeffrey Newton  
Lynne Mullins



December 5, 2022

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

Dr. Richard Levey, Chairman  
Board of Supervisors  
**Midtown Improvement District**  
12051 Corporate Boulevard  
Orlando, Florida 32817

Subject: Centerline Drive – Segment D  
OUC Electric Conduit Construction Drawings  
DWMA Job No. 22642 (001-010)

Dear Dr. Levey:

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Work Authorization to provide Professional Engineering and Construction Phase Services to the Midtown Improvement District (“CLIENT”) for Centerline Drive Segment D (“Project”). The scope of this proposal includes Services associated with the Developer request to prepare construction drawings and specifications for the OUC electrical conduit system in Segment D, with the portion of the conduit crossing existing stormwater pond SMA-11 to be installed by horizontal directional drilling. DWMA will provide these services pursuant to our current contract with the Midtown Improvement District dated July 7, 2021 (“Contract”).

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

**BASIC SERVICES & ITEMIZED FEES**

The nature, scope, and schedule (if any) of Basic Services to be performed by DWMA under this Agreement, are set forth below.

CLIENT may, from time to time, request DWMA to perform services in connection with the Project which are outside the scope of the services listed herein. Should DWMA agree to perform such services (hereinafter referred to as “Additional Services”), they shall be subject to and governed by the provisions of the Contract. Additional Services and Basic Services to be provided under this Agreement shall hereinafter be referred to collectively as “Services.”



**I. Scope of Services**

**PART I - CIVIL ENGINEERING**

A. CONSTRUCTION DRAWINGS – Utilizing construction drawings previously prepared for CLIENT under separate work authorization, design, preparation and submittal to regulatory agencies of OUC electrical conduit plans and technical specifications to include conduit extensions and related facilities along the Project corridor. Information related to OUC electrical conduit size and location shall be the design responsibility of OUC.

B. PLAN AND PERMIT PROCESSING - Processing of plans and permit applications through OUC and the City of Orlando.

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

**407-644-4068**

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*Dr. Richard Levey, Chairman*  
*Board of Supervisors*  
**Midtown Improvement District**  
*Centerline Drive Segment D*  
*DWMA Job No. 22642 (001-010)*  
*December 5, 2022*  
*Page 2 of 6*

- C. FINAL ENGINEERING MEETINGS AND COORDINATION - Coordination with City staff; OUC staff and CLIENT during the design phase of the project and representation at meetings associated with final design and permitting of the Project.

## **PART II - CONSTRUCTION PHASE SERVICES**

The following scope of Construction Phase Services includes primarily those services necessary for final project certification. Services beyond those listed may be provided as Additional Services under a separate Agreement. The scope of construction phase services listed below assumes a construction schedule of three (3) months. Should the construction schedule exceed the assumed duration, Additional Services may be required for certain items within the scope of services. This scope specifically excludes as-built surveys of constructed improvements. It is assumed that the CLIENT's contractor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certification.

- A. PRECONSTRUCTION CONFERENCE(S) - Coordination and attendance of project preconstruction conference(s) with City of Orlando and OUC.
- B. SHOP DRAWING REVIEW - Review (one time) shop drawing information (limited to review for general conformance with the design intent and with information given in construction documents prepared by DWMA). Detailed geometric review along with means, methods, techniques, sequences or procedures of construction and all safety precautions is not included and remains Contractor's responsibility.
- C. CONTRACTOR PAYMENT REQUESTS - Contractor payment requests, review and approvals (for construction related to DWMA designs) and pertinent site observation with one visit per month for the assumed Project duration (3 field verifications of pay requests).
- D. SITE VISITS - Make site visits for periodic observation of construction for the specific purpose of providing the certification listed below. Visits are to be at the sole discretion of DWMA based on contractor's submitted construction schedule for various elements. Schedule to be required and kept current by contractor. Visits exceeding six (6) visits (independent of those associated with contractor pay requests) shall be considered Additional Services under a separate Work Authorization.
- E. PROGRESS MEETINGS AND CONSTRUCTION ISSUES ASSISTANCE – Participate in construction progress meetings with contractor and owner to review construction activity and assist with construction issues. Fee estimate based on an average of one (1) site meeting and one (1) telephone conference per month for the duration of construction.
- F. CONTRACTOR AS-BUILT REVIEW – Review of contractor as-built surveys for compliance with City of Orlando criteria.



Dr. Richard Levey, Chairman  
Board of Supervisors  
Midtown Improvement District  
Centerline Drive Segment D  
DWMA Job No. 22642 (001-010)  
December 5, 2022  
Page 3 of 6

G. FINAL PROJECT CERTIFICATION - Provide final project certification to City of Orlando.

#### FEE SCHEDULE

Contract Item	Billing Item	Description	Fee
		<b>Part I - Civil Engineering</b>	
A.	001	Construction Drawings	\$5,000.00
B.	002	Plan and Permit Processing	3,650.00
C.	003	Final Engineering Meetings and Coordination	3,450.00
		<b>Subtotal</b>	<b>\$12,100.00</b>
		<b>Part II- Construction Phase Services</b>	
A.	004	Preconstruction Conference(s)	\$915.00
B.	005	Shop Drawing Review	1,800.00
C.	006	Contractor Payment Requests	1,875.00
D.	007	Site Visits	3,030.00
E.	008	Progress Meetings and Construction Issues Assistance	915.00
F.	009	Contractor As-Built Review	1,830.00
G.	010	Final Project Certification	1,140.00
		<b>Subtotal</b>	<b>\$11,505.00</b>
		<b>TOTAL</b>	<b>\$23,605.00</b>

#### PAYMENT OF FEES & REIMBURSABLE EXPENSES

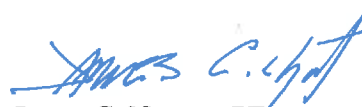
CLIENT shall pay DWMA for Services such fixed fees as are indicated above and as may be charged from time to time in connection with Additional Services plus Reimbursable Expenses in accordance with the terms of the Contract.

We are prepared to begin work on your Project as soon as we have received an executed copy of this Agreement (executed electronic scanned copies are acceptable).

We value our relationship with the Midtown Improvement District and thank you for your continued confidence in Donald W. McIntosh Associates, Inc.

Yours truly,

DONALD W. MCINTOSH ASSOCIATES, INC.

  
James C. Nugent, PE  
Vice President

JCN/ls

Attachment: Exhibit A - Aerial Map



*Dr. Richard Levey, Chairman  
Board of Supervisors  
Midtown Improvement District  
Centerline Drive Segment D  
DWMA Job No. 22642 (001-010)  
December 5, 2022  
Page 4 of 6*

ACCEPTANCE OF CONTRACT BY:

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

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

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

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

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





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

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

### **BASIS OF PROPOSAL**

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

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

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

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by the improper design, construction, operation or maintenance of improvements designed by others.

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

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

CLIENT's contractor and/or surveyor will provide certified as-built surveys prepared by a Florida-licensed surveyor for DWMA's use and reliance in preparing project certifications and/or record drawings. Any as-built surveys required to be performed by DWMA due to failure of contractor's surveyor



*Dr. Richard Levey, Chairman*  
**Midtown Improvement District**  
**BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**  
*DWMA Job No. 22642 (001-010)*  
*December 5, 2022*  
*Page 6 of 6*

to provide accurate and complete survey data will be invoiced separately on an hourly basis for back-charge to the contractor by CLIENT.

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

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

**CLIENT RESPONSIBILITIES**

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

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

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

The CLIENT will engage a professional landscape architect to provide landscape and irrigation design related to the development of the property as intended by CLIENT.

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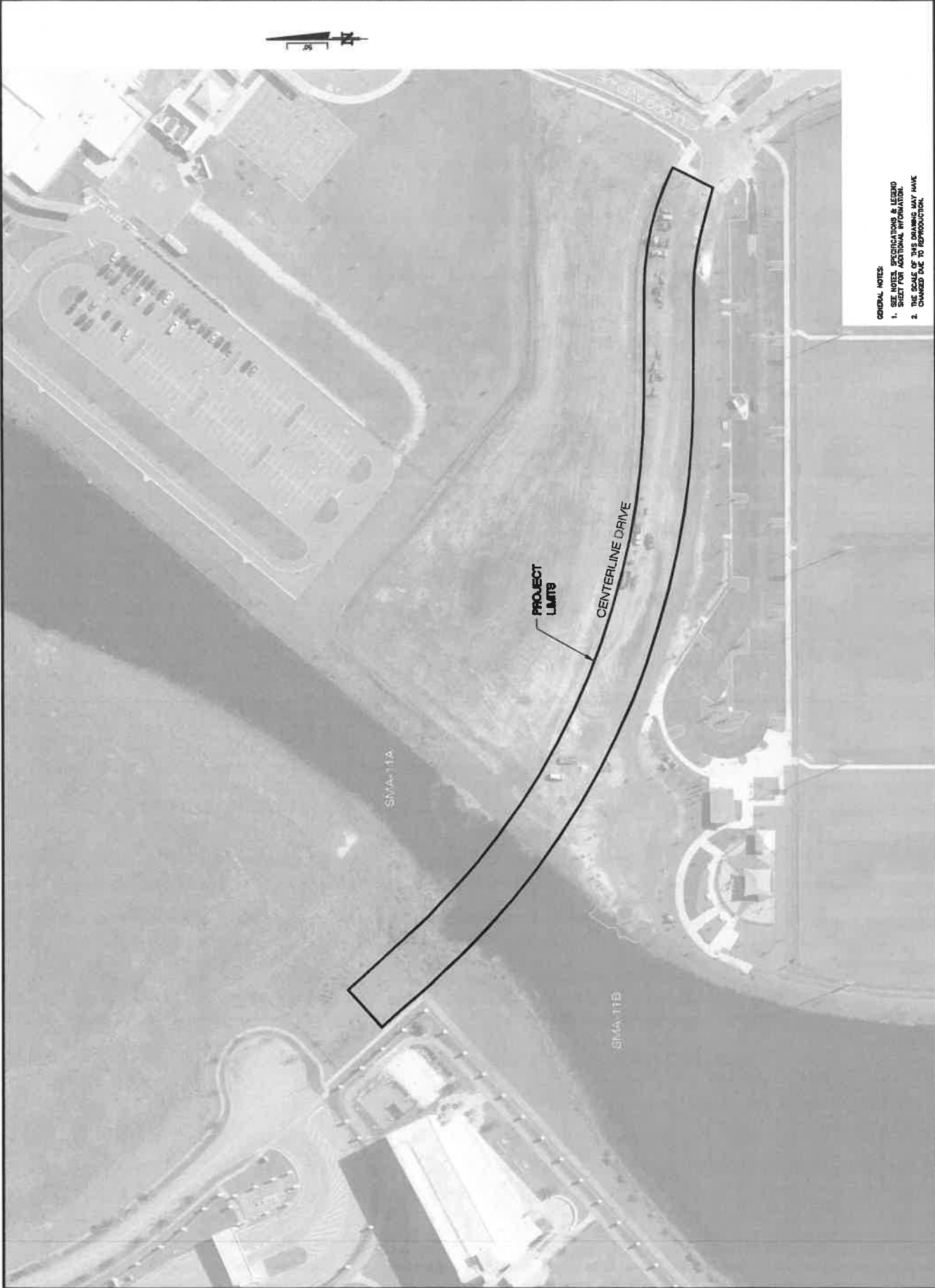
The CLIENT or CLIENT's contractor shall obtain the required National Pollutant Discharge Elimination System (NPDES) permit for the Project.

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

NO.	DATE	BY

DATE	12/22
SCALE	1"=50'
DRAWN BY	JCM
CHECKED BY	JCM
DATE	12/22
SCALE	1"=50'
DRAWN BY	JCM
CHECKED BY	JCM

DRAWING NO. 18-141  
 SHEET 1 OF 1  
 LAKELAND  
 CITY OF ORLANDO, FLORIDA  
**CENTERLINE DRIVE - SEGMENT D**  
 AERIAL  
 DONALD W. MCINTOSH ASSOCIATES, INC.  
 ENGINEERS  
 PLANNERS  
 SURVEYORS  
 2500 PARK AVENUE, SUITE 1000, WINTER PARK, FL 32789  
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 JAMES C. MCINTOSH  
 LICENSE NO. 11814  
 FLORIDA P.E. NO. 57263



- GENERAL NOTES:
1. SEE NOTES, SPECIFICATIONS & LEGEND SHEET FOR ADDITIONAL INFORMATION.
  2. THE SCALE OF THIS DRAWING MAY HAVE CHANGED DUE TO REPRODUCTION.



# **Midtown Improvement District**

## **District's Financials**

**Midtown Improvement District**  
Statement of Financial Position  
As of 11/30/2022

	General Fund	Capital Projects Fund	Total
<b><u>Assets</u></b>			
<b><u>Current Assets</u></b>			
General Checking Account	\$89,963.84		\$89,963.84
Infrastructure Capital Reserve	8,436.17		8,436.17
Interchange Maintenance Reserve	1,195.77		1,195.77
Accounts Receivable - Due from Developer		\$8,674.04	8,674.04
Total Current Assets	\$99,595.78	\$8,674.04	\$108,269.82
<b>Total Assets</b>	\$99,595.78	\$8,674.04	\$108,269.82
<b><u>Liabilities and Net Assets</u></b>			
<b><u>Current Liabilities</u></b>			
Accounts Payable	\$793.75		\$793.75
Due To Other Governmental Units	2,908.09		2,908.09
Accounts Payable		\$8,624.89	8,624.89
Deferred Revenue		8,674.04	8,674.04
Total Current Liabilities	\$3,701.84	\$17,298.93	\$21,000.77
<b>Total Liabilities</b>	\$3,701.84	\$17,298.93	\$21,000.77
<b><u>Net Assets</u></b>			
Net Assets - General Government	\$16,331.73		\$16,331.73
Current Year Net Assets - General Government	79,562.21		79,562.21
Net Assets, Unrestricted		(\$8,081.76)	(8,081.76)
Current Year Net Assets, Unrestricted		(543.13)	(543.13)
Total Net Assets	\$95,893.94	(\$8,624.89)	\$87,269.05
<b>Total Liabilities and Net Assets</b>	\$99,595.78	\$8,674.04	\$108,269.82

**Midtown Improvement District**  
**Statement of Activities**  
As of 11/30/2022

	<b>General Fund</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>Revenues</u></b>			
Developer Contributions	\$124,880.62		\$124,880.62
Developer Contributions		\$59.50	59.50
Total Revenues	\$124,880.62	\$59.50	\$124,940.12
<b><u>Expenses</u></b>			
Public Officials' Liability Insurance	\$2,419.00		\$2,419.00
Management	2,916.67		2,916.67
Legal Advertising	249.50		249.50
Miscellaneous	300.00		300.00
Dues, Licenses, and Fees	175.00		175.00
Electric	57.34		57.34
Water Reclaimed	292.72		292.72
General Insurance	2,956.00		2,956.00
Property & Casualty	220.00		220.00
Irrigation	573.00		573.00
Landscaping Maintenance & Material	17,411.64		17,411.64
Flower & Plant Replacement	6,100.70		6,100.70
Contingency	754.12		754.12
IME - Aquatics Maintenance	200.38		200.38
IME - Landscaping	5,508.12		5,508.12
IME - Lighting	24.52		24.52
IME - Water Reclaimed	29.32		29.32
Streetlights	2,856.54		2,856.54
Personnel Leasing Agreement	2,279.98		2,279.98
Engineering		\$128.13	128.13
Legal Advertising		59.50	59.50
Contingency		415.00	415.00
Total Expenses	\$45,324.55	\$602.63	\$45,927.18
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>			
Interest Income	\$6.14		\$6.14
Total Other Revenues (Expenses) & Gains (Losses)	\$6.14	\$0.00	\$6.14
<b>Change In Net Assets</b>	\$79,562.21	(\$543.13)	\$79,019.08
<b>Net Assets At Beginning Of Year</b>	\$16,331.73	(\$8,081.76)	\$8,249.97
<b>Net Assets At End Of Year</b>	\$95,893.94	(\$8,624.89)	\$87,269.05

**Midtown Improvement District**  
 Budget to Actual  
 For the Month Ending 11/30/2022

	Actual	Budget	Variance	FY 2023 Adopted Budget	Percentage Spent
<b>Revenues</b>					
Developer Contributions	\$ 124,880.62	\$ 83,253.74	\$ 41,626.88	\$ 499,522.46	25.00%
<b>Net Revenues</b>	<b>\$ 124,880.62</b>	<b>\$ 83,253.74</b>	<b>\$ 41,626.88</b>	<b>\$ 499,522.46</b>	<b>25.00%</b>
<b>General &amp; Administrative Expenses</b>					
<b>Legislative</b>					
Supervisor Fees	\$ -	\$ 800.00	\$ (800.00)	\$ 4,800.00	0.00%
<b>Financial &amp; Administrative</b>					
Public Officials' Liability Insurance	2,419.00	450.00	1,969.00	2,700.00	89.59%
Trustee Services	-	1,250.00	(1,250.00)	7,500.00	0.00%
Management	2,916.67	5,833.33	(2,916.66)	35,000.00	8.33%
Engineering	-	1,666.67	(1,666.67)	10,000.00	0.00%
Dissemination Agent	-	833.33	(833.33)	5,000.00	0.00%
Property Appraiser	-	333.33	(333.33)	2,000.00	0.00%
District Counsel	-	5,000.00	(5,000.00)	30,000.00	0.00%
Assessment Administration	-	1,250.00	(1,250.00)	7,500.00	0.00%
Reamortization Schedules	-	41.67	(41.67)	250.00	0.00%
Audit	-	1,000.00	(1,000.00)	6,000.00	0.00%
Arbitrage Calculation	-	83.33	(83.33)	500.00	0.00%
Travel and Per Diem	-	50.00	(50.00)	300.00	0.00%
Telephone	-	4.17	(4.17)	25.00	0.00%
Postage & Shipping	-	166.67	(166.67)	1,000.00	0.00%
Copies	-	250.00	(250.00)	1,500.00	0.00%
Legal Advertising	249.50	1,250.00	(1,000.50)	7,500.00	3.33%
Bank Fees	-	60.00	(60.00)	360.00	0.00%
Miscellaneous	300.00	833.31	(533.31)	5,000.00	6.00%
Meeting Room	-	66.67	(66.67)	400.00	0.00%
Office Supplies	-	41.67	(41.67)	250.00	0.00%
Property Taxes	-	166.67	(166.67)	1,000.00	0.00%
Web Site Maintenance	-	541.67	(541.67)	3,250.00	0.00%
Holiday Decorations	-	333.33	(333.33)	2,000.00	0.00%
Dues, Licenses, and Fees	175.00	41.67	133.33	250.00	70.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 6,060.17</b>	<b>\$ 22,347.49</b>	<b>\$ (16,287.32)</b>	<b>\$ 134,085.00</b>	<b>4.52%</b>

**Midtown Improvement District**  
 Budget to Actual  
 For the Month Ending 11/30/2022

	Actual	Budget	Variance	FY 2023 Adopted Budget	Percentage Spent
<b><u>Field Operations</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ 57.34	\$ 760.00	\$ (702.66)	\$ 4,560.00	1.26%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	292.72	3,166.67	(2,873.95)	19,000.00	1.54%
<b>Other Physical Environment</b>					
General Insurance	2,956.00	550.00	2,406.00	3,300.00	89.58%
Property & Casualty Insurance	220.00	41.67	178.33	250.00	88.00%
Other Insurance	-	16.67	(16.67)	100.00	0.00%
Irrigation Repairs	573.00	3,483.33	(2,910.33)	20,900.00	2.74%
Landscaping Maintenance & Material	17,411.64	29,385.83	(11,974.19)	176,315.00	9.88%
Landscape Improvements	6,100.70	-	6,100.70	-	
Tree Trimming	-	1,266.67	(1,266.67)	7,600.00	0.00%
Flower & Plant Replacement	-	2,533.33	(2,533.33)	15,200.00	0.00%
Contingency	754.12	1,500.00	(745.88)	9,000.00	8.38%
Pest Control	-	200.00	(200.00)	1,200.00	0.00%
<b>Interchange Maintenance Expenses</b>					
IME - Aquatics Maintenance	200.38	212.00	(11.62)	1,272.00	15.75%
IME - Irrigation Repairs	-	200.00	(200.00)	1,200.00	0.00%
IME - Landscaping	5,508.12	5,508.12	-	33,048.72	16.67%
IME - Landscape Improvements	-	800.00	(800.00)	4,800.00	0.00%
IME - Lighting	24.52	80.00	(55.48)	480.00	5.11%
IME - Miscellaneous	-	400.00	(400.00)	2,400.00	0.00%
IME - Water Reclaimed	29.32	100.00	(70.68)	600.00	4.89%
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	-	190.00	(190.00)	1,140.00	0.00%
Hardscape Maintenance	-	250.00	(250.00)	1,500.00	0.00%
Streetlights	2,856.54	6,250.00	(3,393.46)	37,500.00	7.62%
Accent Lighting	-	126.67	(126.67)	760.00	0.00%
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	2,279.98	2,280.00	(0.02)	13,680.00	16.67%
<b>Reserves</b>					
Infrastructure Capital Reserve	-	1,406.00	(1,406.00)	8,436.00	0.00%
Interchange Maintenance Reserve	-	199.29	(199.29)	1,195.73	0.00%
<b>Total Field Operations Expenses</b>	<b>\$ 39,264.38</b>	<b>\$ 60,906.25</b>	<b>\$ (21,641.87)</b>	<b>\$ 365,437.46</b>	<b>10.74%</b>
<b>Total Expenses</b>	<b>\$ 45,324.55</b>	<b>\$ 83,253.74</b>	<b>\$ (37,929.19)</b>	<b>\$ 499,522.46</b>	<b>9.07%</b>
<b>Income (Loss) from Operations</b>	<b>\$ 79,556.07</b>	<b>\$ -</b>	<b>\$ 79,556.07</b>	<b>\$ -</b>	
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 6.14	\$ -	\$ 6.14	\$ -	
<b>Total Other Income (Expense)</b>	<b>\$ 6.14</b>	<b>\$ -</b>	<b>\$ 6.14</b>	<b>\$ -</b>	
<b>Net Income (Loss)</b>	<b>\$ 79,562.21</b>	<b>\$ -</b>	<b>\$ 79,562.21</b>	<b>\$ -</b>	

**Midtown Improvement District**  
 Budget to Actual  
 For the Month Ending 09/30/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
<b>Revenues</b>					
Developer Contributions	\$320,969.33	\$ 456,186.33	\$ (135,217.00)	\$ 456,186.33	70.36%
<b>Net Revenues</b>	<b>\$ 320,969.33</b>	<b>\$ 456,186.33</b>	<b>\$ (135,217.00)</b>	<b>\$ 456,186.33</b>	<b>70.36%</b>
<b>General &amp; Administrative Expenses</b>					
<b>Legislative</b>					
Supervisor Fees	\$ 1,400.00	\$ 12,000.00	\$ (10,600.00)	\$ 12,000.00	11.67%
<b>Financial &amp; Administrative</b>					
Public Officials' Liability Insurance	2,250.00	2,700.00	(450.00)	2,700.00	83.33%
Trustee Services	-	7,500.00	(7,500.00)	7,500.00	0.00%
Management	35,000.00	35,000.00	-	35,000.00	100.00%
Engineering	5,369.26	10,000.00	(4,630.74)	10,000.00	53.69%
Dissemination Agent	-	5,000.00	(5,000.00)	5,000.00	0.00%
Property Appraiser	-	2,000.00	(2,000.00)	2,000.00	0.00%
District Counsel	17,271.02	30,000.00	(12,728.98)	30,000.00	57.57%
Assessment Administration	-	7,500.00	(7,500.00)	7,500.00	0.00%
Reamortization Schedules	-	250.00	(250.00)	250.00	0.00%
Audit	4,600.00	6,000.00	(1,400.00)	6,000.00	76.67%
Travel and Per Diem	-	300.00	(300.00)	300.00	0.00%
Telephone	-	50.00	(50.00)	50.00	0.00%
Postage & Shipping	71.47	1,000.00	(928.53)	1,000.00	7.15%
Copies	-	2,500.00	(2,500.00)	2,500.00	0.00%
Legal Advertising	4,469.95	7,500.00	(3,030.05)	7,500.00	59.60%
Bank Fees	-	360.00	(360.00)	360.00	0.00%
Miscellaneous	503.69	1,000.00	(496.31)	1,000.00	50.37%
Office Supplies	125.00	250.00	(125.00)	250.00	50.00%
Property Taxes	-	1,000.00	(1,000.00)	1,000.00	0.00%
Web Site Maintenance	4,260.00	6,000.00	(1,740.00)	6,000.00	71.00%
Holiday Decorations	-	2,000.00	(2,000.00)	2,000.00	0.00%
Dues, Licenses, and Fees	175.00	250.00	(75.00)	250.00	70.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 75,495.39</b>	<b>\$ 140,160.00</b>	<b>\$ (64,664.61)</b>	<b>\$ 140,160.00</b>	<b>53.86%</b>

**Midtown Improvement District**  
 Budget to Actual  
 For the Month Ending 09/30/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
<b><u>Field Operations</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ 984.19	\$ 4,560.00	\$ (3,575.81)	\$ 4,560.00	21.58%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	6,645.88	19,000.00	(12,354.12)	19,000.00	34.98%
<b>Other Physical Environment</b>					
General Insurance	2,750.00	3,000.00	(250.00)	3,000.00	91.67%
Property & Casualty Insurance	200.00	1,900.00	(1,700.00)	1,900.00	10.53%
Other Insurance	-	100.00	(100.00)	100.00	0.00%
Irrigation Repairs	15,108.80	20,900.00	(5,791.20)	20,900.00	72.29%
Landscaping Maintenance & Material	93,588.44	106,521.60	(12,933.16)	106,521.60	87.86%
Tree Trimming	10,500.00	7,600.00	2,900.00	7,600.00	138.16%
Flower & Plant Replacement	17,173.00	15,200.00	1,973.00	15,200.00	112.98%
Contingency	1,610.79	33,369.40	(31,758.61)	33,369.40	4.83%
Pest Control	-	988.00	(988.00)	988.00	0.00%
<b>Interchange Maintenance Expenses</b>					
IME - Aquatics Maintenance	1,202.34	1,450.08	(247.74)	1,450.08	82.92%
IME - Irrigation Repairs	1,055.72	1,368.00	(312.28)	1,368.00	77.17%
IME - Landscaping	33,901.30	37,197.02	(3,295.72)	37,197.02	91.14%
IME - Lighting	323.22	342.00	(18.78)	342.00	94.51%
IME - Miscellaneous	73.19	1,778.40	(1,705.21)	1,778.40	4.12%
IME - Water Reclaimed	210.80	684.00	(473.20)	684.00	30.82%
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	-	1,140.00	(1,140.00)	1,140.00	0.00%
Hardscape Maintenance	-	3,040.00	(3,040.00)	3,040.00	0.00%
Streetlights	30,142.49	31,816.10	(1,673.61)	31,816.10	94.74%
Accent Lighting	-	760.00	(760.00)	760.00	0.00%
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	13,679.88	13,680.00	(0.12)	13,680.00	100.00%
<b>Reserves</b>					
Infrastructure Capital Reserve	8,436.00	8,436.00	-	8,436.00	100.00%
Interchange Maintenance Reserve	1,195.73	1,195.73	-	1,195.73	100.00%
<b>Total Field Operations Expenses</b>	<b>\$ 238,781.77</b>	<b>\$ 316,026.33</b>	<b>\$ (77,244.56)</b>	<b>\$ 316,026.33</b>	<b>75.56%</b>
<b>Total Expenses</b>	<b>\$ 314,277.16</b>	<b>\$ 456,186.33</b>	<b>\$ (141,909.17)</b>	<b>\$ 456,186.33</b>	<b>68.89%</b>
<b>Income (Loss) from Operations</b>	<b>\$ 6,692.17</b>	<b>\$ -</b>	<b>\$ 6,692.17</b>	<b>\$ -</b>	
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 7.28	\$ -	\$ 7.28	\$ -	
<b>Total Other Income (Expense)</b>	<b>\$ 7.28</b>	<b>\$ -</b>	<b>\$ 7.28</b>	<b>\$ -</b>	
<b>Net Income (Loss)</b>	<b>\$ 6,699.45</b>	<b>\$ -</b>	<b>\$ 6,699.45</b>	<b>\$ -</b>	