

# 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, July 19, 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 May 9, 2022, RFP Meeting to Open Responses for Landscaping and Irrigation Maintenance Services**
- 2. **Consideration of the Minutes of the June 21, 2022, Board of Supervisors' Meeting**

### Business Matters

- 3. **Ratification of Updated Audit Engagement Letter from Grau & Associates**
- 4. **Consideration of Award of Landscape and Irrigation Maintenance Services – Tavistock Lakes and Laureate Boulevard & Nemours Parkway**
  - a) **Construction Committee Recommendation**
- 5. **Ratification of Payment Authorization Nos. 40 – 44**
- 6. **Recommendation of Work Authorization/Proposed Services (*if applicable*)**
- 7. **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 May 9, 2022,  
RFP Meeting to Open Responses for Landscaping and  
Irrigation Maintenance Services**

**FAMILY OF LAKE NONA IMPROVEMENT DISTRICTS -  
GREENWAY IMPROVEMENT DISTRICT, BOGGY CREEK IMPROVEMENT DISTRICT, MYRTLE  
CREEK IMPROVEMENT DISTRICT & MIDTOWN IMPROVEMENT DISTRICT**

**MEETING MINUTES  
PUBLIC MEETING TO OPEN RFP RESPONSES FOR LANDSCAPING AND IRRIGATION  
MAINTENANCE SERVICES**

**FIRST ORDER OF BUSINESS**

**Call to Order**

The Landscaping and Irrigation Maintenance Services Bid Opening meeting for the Family of Lake Nona Improvement Districts – Greenway ID, Boggy Creek ID, Myrtle Creek ID, and Midtown ID was called to order on May 9, 2022, at 10:15 a.m. at 3501 Quadrangle Blvd., Suite 197, Orlando, FL 32817. Those in attendance are outlined below:

Jennifer Walden	PFM
Lynne Mullins	PFM
Kourtney Dinkins	PFM
Scott Thacker	Berman (via phone)
Matt McDermott	Berman (via phone)
Dennis Milavec	Down to Earth
Dain Charbonneau	Cepra Landscape
Luke Vergara	Brightview
Kyle Nursey	Yellowstone
Zach Higginbotham	Trimac Outdoor

**SECOND ORDER OF BUSINESS**

**Bid Opening**

Ms. Walden stated that five sealed bids had been received in response to the published request for proposals. Ms. Walden opened each of the sealed bids and read the proposer’s name, the date each bid was received, and the bid amounts for each section onto the record. Ms. Walden read the following:

<i>Name of Proposer</i>	Down To Earth	Brightview	Yellowstone	Trimac Outdoor	Cepra Landscape
<b>Date of Submission</b>	May 9, 2022, at 8:51 AM	May 9, 2022, at 8:49 AM	May 9, 2022, at 9:32 AM	May 9, 2022, at 9:37 AM	May 9, 2022, at 9:44 AM
<i>Name of Proposer</i>	Down To Earth	Brightview	Yellowstone	Trimac Outdoor	Cepra Landscape
<b>Greenway ID</b>					
<b>Section #1 Bid</b>					
Term 1 – FY 22-23	\$73,957.95	\$68,724.00	\$119,964.00	\$30,580.00	\$70,301.04
Term 2 – FY 23-24	\$78,957.68	\$70,776.00	\$123,564.00	\$36,510.00	\$70,301.04
Term 3 – FY 24-25	\$78,461.98	\$72,888.00	\$127,272.00	\$42,338.00	\$72,551.04
<b>Section #2 Bid</b>					
Term 1 – FY 22-23	\$83,711.58	\$36,552.00	\$88,020.00	\$71,780.00	\$83,808.00
Term 2 – FY 23-24	\$86,222.93	\$37,644.00	\$90,660.00	\$86,170.00	\$83,808.00
Term 3 – FY 24-25	\$88,809.62	\$38,772.00	\$93,384.00	\$99,160.00	\$85,652.04

<b>Section #3 Bid</b>					
Term 1 – FY 22-23	\$43,005.47	\$37,608.00	\$93,072.00	\$30,900.00	\$40,300.08
Term 2 – FY 23-24	\$44,295.64	\$38,760.00	\$95,868.00	\$37,300.00	\$40,300.08
Term 3 – FY 24-25	\$45,624.51	\$39,888.00	\$98,748.00	\$42,700.00	\$41,741.04
<b>Combined Bid</b>					
Term 1 – FY 22-23	\$200,675.00	\$142,884.00	\$301,056.00	\$133,860.00	\$194,409.12
Term 2 – FY 23-24	\$206,695.25	\$147,144.00	\$310,092.00	\$159,992.00	\$194,409.12
Term 3 – FY 24-25	\$212,896.11	\$149,544.00	\$319,404.00	\$184,198.00	\$199,944.12

<i>Name of Proposer</i>	<b>Down To Earth</b>	<b>Brightview</b>	<b>Yellowstone</b>	<b>Trimac Outdoor</b>	<b>Cepra Landscape</b>
<b>Myrtle Creek ID</b>					

<b>Section #1 Bid</b>					
Term 1 – FY 22-23	\$206,102.16	\$146,196.00	\$331,032.00	\$211,110.00	\$221,606.04
Term 2 – FY 23-24	\$212,285.23	\$150,576.00	\$340,968.00	\$239,290.00	\$221,606.04
Term 3 – FY 24-25	\$218,653.78	\$155,100.00	\$351,192.00	\$268,500.00	\$230,176.08
<b>Section #2 Bid</b>					
Term 1 – FY 22-23	\$45,154.84	\$35,016.00	\$58,704.00	\$39,270.00	\$41,971.08,
Term 2 – FY 23-24	\$46,509.48	\$36,036.00	\$60,468.00	\$46,395.00	\$41,971.08
Term 3 – FY 24-25	\$47,904.77	\$37,116.00	\$62,280.00	\$53,800.00	\$43,372.08
<b>Combined Bid</b>					
Term 1 – FY 22-23	\$251,257.00	\$181,212.00	\$389,736.00	\$250,380.00	\$263,577.12
Term 2 – FY 23-24	\$258,794.71	\$186,612.00	\$401,436.00	\$285,685.00	\$263,577.12
Term 3 – FY 24-25	\$266,558.55	\$192,216.00	\$413,472.00	\$322,300.00	\$273,548.16

<i>Name of Proposer</i>	<b>Down To Earth</b>	<b>Brightview</b>	<b>Yellowstone</b>	<b>Trimac Outdoor</b>	<b>Cepra Landscape</b>
<b>Boggy Creek ID</b>					

<b>Section #1 Bid</b>					
Term 1 – FY 22-23	\$243,531.84	\$253,320.00	\$357,180.00	\$208,140.00	\$193,825.08
Term 2 – FY 23-24	\$250,837.80	\$260,400.00	\$367,896.00	\$253,410.00	\$193,825.08
Term 3 – FY 24-25	\$258,362.93	\$266,712.00	\$378,936.00	\$288,625.00	\$198,598.08
<b>Section #2 Bid</b>					
Term 1 – FY 22-23	\$99,176.16	\$120,900.00	\$171,708.00	\$77,680.00	\$104,168.16
Term 2 – FY 23-24	\$102,151.44	\$124,344.00	\$176,856.00	\$102,520.00	\$104,168.08
Term 3 – FY 24-25	\$105,215.99	\$127,903.00	\$182,160.00	\$119,300.00	\$107,607.12
<b>Combined Bid</b>					
Term 1 – FY 22-23	\$342,708.00	\$374,220.00	\$528,888.00	\$285,820.00	\$297,993.24
Term 2 – FY 23-24	\$352,989.24	\$384,744.00	\$544,752.00	\$355,930.00	\$297,993.24
Term 3 – FY 24-25	\$363,578.92	\$394,620.00	\$561,096.00	\$407,925.00	\$309,205.20

<i>Name of Proposer</i>	<b>Down To Earth</b>	<b>Brightview</b>	<b>Yellowstone</b>	<b>Trimac Outdoor</b>	<b>Cepra Landscape</b>
<b>Midtown ID</b>					

<b>Section #1 Bid</b>					
Term 1 – FY 22-23	\$25,214.83	\$24,000.00	\$37,836.00	\$31,840.00	\$20,667.00
Term 2 – FY 23-24	\$25,971.27	\$24,720.00	\$38,976.00	\$37,160.00	\$20,667.00
Term 3 – FY 24-25	\$26,750.41	\$25,440.00	\$40,152.00	\$42,900.00	\$21,287.04

<b>Section #2 Bid</b>					
Term 1 – FY 22-23	\$118,436.74	\$66,660.00	\$95,664.00	\$51,480.00	\$80,000.04
Term 2 – FY 23-24	\$121,989.84	\$68,652.00	\$98,532.00	\$61,300.00	\$80,000.04
Term 3 – FY 24-25	\$125,649.54	\$70,608.00	\$101,484.00	\$68,700.00	\$82,807.08
<b>Section #3 Bid</b>					
Term 1 – FY 22-23	\$32,663.43	\$21,564.00	\$53,292.00	\$30,550.00	\$17,143.08
Term 2 – FY 23-24	\$33,643.34	\$22,176.00	\$54,888.00	\$36,056.00	\$17,143.08
Term 3 – FY 24-25	\$34,652.64	\$22,788.00	\$56,532.00	\$42,400.00	\$17,641.08
<b>Combined Bid</b>					
Term 1 – FY 22-23	\$176,315.00	\$112,224.00	\$186,792.00	\$113,870.00	\$117,810.12
Term 2 – FY 23-24	\$181,604.45	\$115,548.00	\$192,396.00	\$134,516.00	\$117,810.12
Term 3 – FY 24-25	\$187,052.58	\$118,836.00	\$198,168.00	\$154,100.00	\$121,735.20

### THIRD ORDER OF BUSINESS

### Adjournment

With no other business to discuss, the Bid Opening meeting was adjourned.

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Secretary/Assistant Secretary

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Chairperson/Vice-Chairperson

# **Midtown Improvement District**

**Minutes of the June 21, 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, June 21, 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 (joined via phone at 3:31 p.m.)
Brent Schademan	Assistant Secretary
Julie Salvo	Assistant Secretary
Damon Ventura	Assistant Secretary

Also attending:

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

**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  
May 17, 2022, Board of Supervisors'  
Meeting**

The Board reviewed the Minutes of the May 17, 2022, Board of Supervisors' Meeting.

On motion by Mr. Ventura, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Minutes of the May 17, 2022, Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Review and Acceptance of Fiscal Year 2021 Audit**

Ms. Walden noted that Mr. Adams joined the meeting via phone at 3:31 p.m.

Ms. Walden explained that this is the first year the auditor has done the audit for the District and is still working on the audit. The auditor requested some additional information and there has been discussion with District staff. Ms. Walden requested that the Board give authorization to the Chair to finalize outside of the meeting. Mr. Ventura offered to be the one to review the audit.

On motion by Mr. Schademan, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District authorized Mr. Ventura to review and approve the Fiscal Year 2021 Audit on their behalf.

**FIFTH ORDER OF BUSINESS**

**Consideration of OUC Revision Streetlight Agreement for Centerline Segment F**

Mr. Kaufmann requested that the item be tabled as OUC has not provided the agreement yet.

**SIXTH ORDER OF BUSINESS**

**Consideration of OUC Streetlight Agreement Transfers**

- a) **Centerline**
- b) **Landon House**
- c) **Laureate Blvd at Unit 1C**
- d) **Nemours Parkway Phase 7**
- e) **Pixon**
- f) **Tavistock Lakes Blvd Cobra**

Ms. Walden explained that there are six Agreement Transfers with OUC for the Streetlights. The Midtown ID has been paying for these charges to the Greenway ID and these agreements would officially transfer the Lease Agreements from the Greenway ID to the Midtown ID. She noted that the Greenway ID approved the transfer earlier in the day.

On motion by Mr. Schademan, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the OUC Streetlight Agreement Transfers for Centerline, Landon House, Laureate Blvd at Unit 1C, Nemours Parkway Phase 7, Pixon, and Tavistock Lakes Blvd Cobra.



**SEVENTH ORDER OF BUSINESS**

**Ratification of Payment Authorization  
Nos. 037 – 039**

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

On motion by Mr. Schademan, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District ratified Payment Authorization Nos. 037 – 039.

**EIGHTH ORDER OF BUSINESS**

**Ratification of Funding Request No.  
029**

Ms. Walden noted that this Funding Request has been approved and needs to be ratified by the Board.

On motion by Mr. Schademan, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Midtown Improvement District ratified Funding Request No. 029.

**NINTH ORDER OF BUSINESS**

**Recommendation of Work  
Authorization/Proposed Services**

Mr. Kaufmann noted there are no recommendations.

**TENTH ORDER OF BUSINESS**

**Review of District's Financials**

The Board reviewed the District's Financial Statements through May 31, 2022. Ms. Walden noted the District has spent \$206,000.00 vs. a budget of \$456,000.00 which is approximately 45% of the budget.

**ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

District Counsel – Ms. Mackie introduced Ryan Dugan, of Kutak Rock, who will be helping her with these Districts.

District Manager – Ms. Walden noted that the next meeting is scheduled for Tuesday, July 19, 2022. Dr. Levey noted that he would be unable to attend the July 19, 2022, meeting. The other Board Members stated they would be able to attend.

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

For Centerline Drive Segment F, the storm and sanitary sewer systems have been installed. The Contractor is still awaiting videotaping and as built drawings. They are installing electrical conduits and pull boxes, with the installation of pressure pipes to follow. Mr. Newton informed the Board that the Jr. Davis Construction Company has requested fuel price adjustments for diesel fuel, and he feels it is warranted. They have submitted a change order request for fuel adjustments to the Poitras East CDD, which is managing this project for the Midtown ID, and a portion of that will be allocated to the Midtown ID for their share in the cost. Dr. Levey asked what the total price is for the adjustment request. Mr. Newton noted that for Phase 1 C in Poitras East CDD and Centerline Drive Segment F combined, it comes to just under \$20,000.00 through the end of May with quarterly adjustments afterward. The Contractor agreed to cover the first 10%, but the remaining balance will be the responsibility of the District.

Construction Supervisor – No report.

Landscape Supervisor – No report.

Irrigation Supervisor – No report.

**TWELFTH ORDER OF BUSINESS**

**Supervisor Requests**

There were no supervisor requests.

**THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

On motion by Mr. Schademan, seconded by Ms. Salvo, with all in favor, the June 21, 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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**Chairman/Vice Chairman**



MEMORANDUM

DONALD W. MCINTOSH ASSOCIATES, INC.

DATE: June 21, 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 and sanitary sewer systems and is awaiting videotaping and as built drawings. Contractor is installing electrical conduits and pull boxes/manholes and is commencing with installation of pressure pipes (reclaimed and potable water mains) pending receipt of materials on site.

SURVEYORS

Change Order (C.O.) Status: None

Recommended Motion: None

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



Thank you.

End of memorandum.

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

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

# **Midtown Improvement District**

**Updated Audit Engagement Letter  
from 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)

June 27, 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, 2021, with an option for four one-year renewals. We will audit the financial statements of the governmental activities and each major fund, 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, 2021, with an option for four one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

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.

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, PFM GROUP CONSULTING, LLC., 3501 QUADRANGLE BLVD., STE. 270, ORLANDO, FL 32817, [recordrequest@pfm.com](mailto:recordrequest@pfm.com).

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$4,600 for the September 30, 2021 audit. The fees for fiscal years 2022, 2023, 2024 and 2025 will not exceed \$4,800, \$5,000, \$5,200 and \$5,400, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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.

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: June 29, 2022



**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

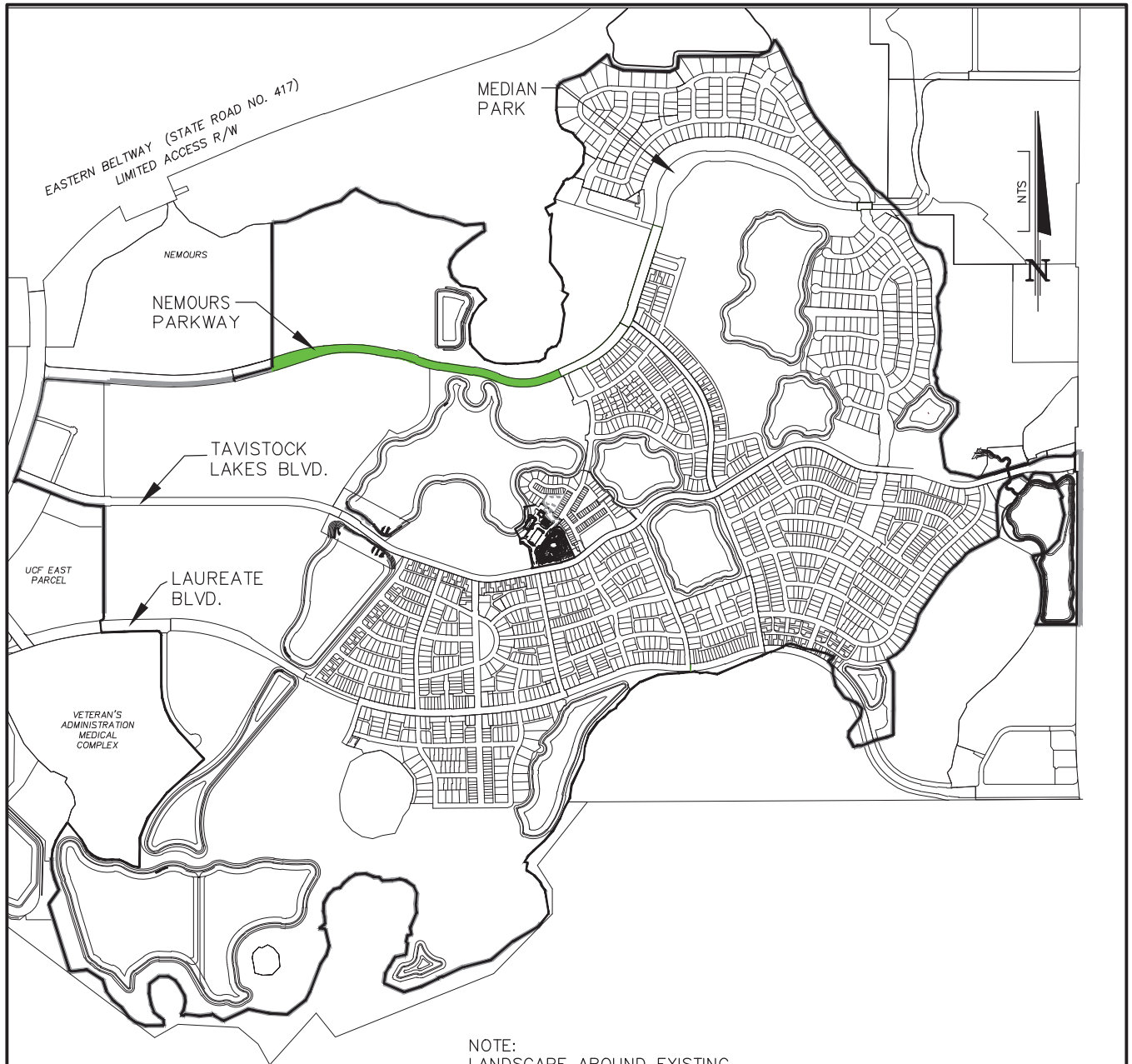
cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202

# **Midtown Improvement District**

**Award of Landscape and Irrigation Maintenance Services –  
Tavistock Lakes and Laureate Boulevard & Nemours Parkway**



NOTE:  
LANDSCAPE AROUND EXISTING  
LIFT STATION TRACTS INCLUDED.

LEGEND

 AREA OF LANDSCAPE/IRRIGATION MAINTENANCE

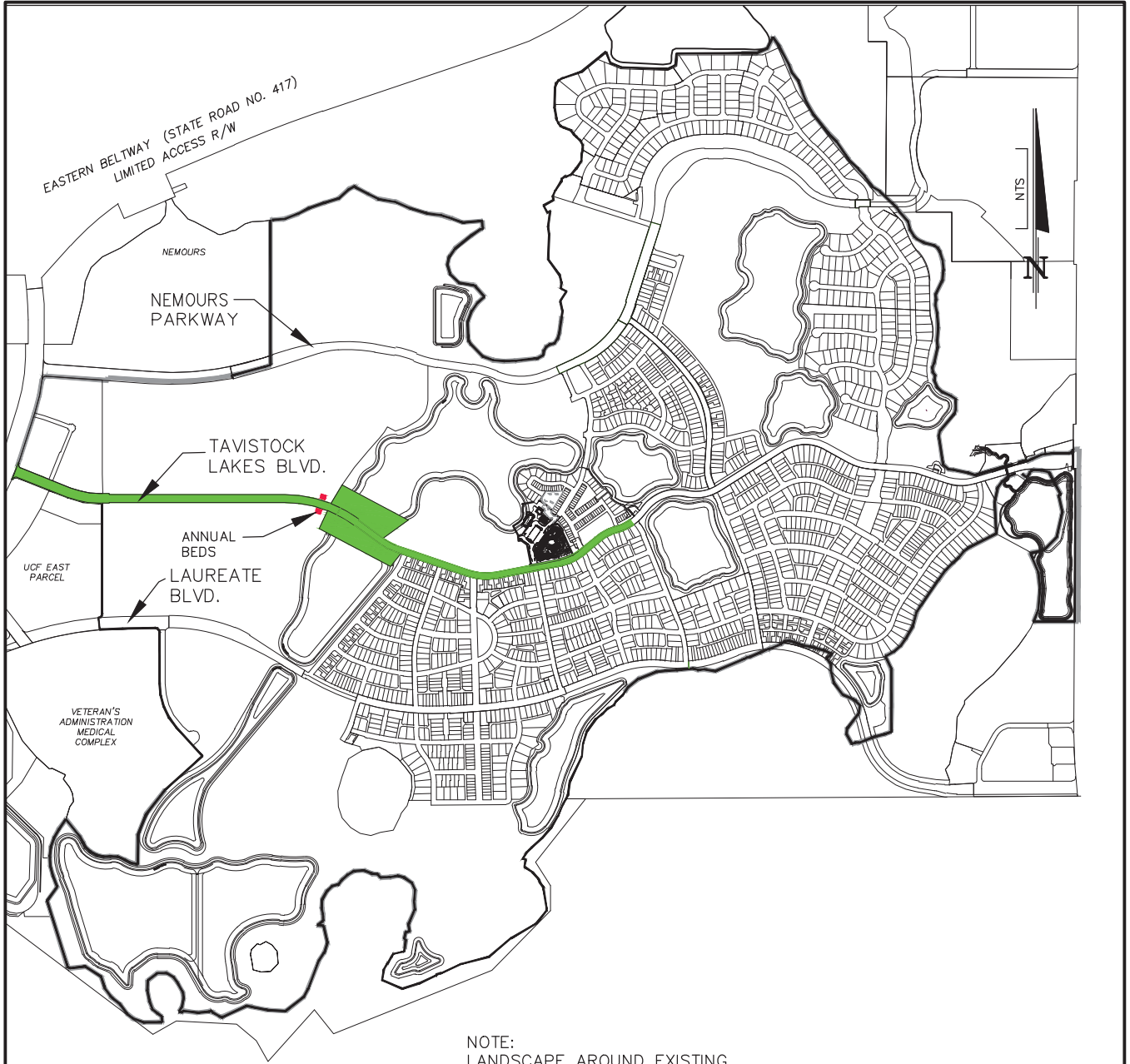
NOTE:  
BIDDER IS RESPONSIBLE TO CHECK, MEASURE AND CONFIRM  
ALL QUANTITIES PRIOR TO SUBMITTING THEIR PROPOSAL.



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

MIDTOWN  
IMPROVEMENT DISTRICT  
LANDSCAPE & IRRIGATION  
MAINTENANCE SERVICES WORK  
AREA 1 MAP

DRAWN BY: STAFF	DESIGNED BY: STAFF	APPROVED BY: _____	SCALE	JOB NUMBER
DATE: 9/21/21	DATE: 9/21/21	DATE: 9/21/21	AS SHOWN	21505



NOTE:  
LANDSCAPE AROUND EXISTING  
LIFT STATION TRACTS INCLUDED.

LEGEND

 AREA OF LANDSCAPE/IRRIGATION MAINTENANCE

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



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

MIDTOWN  
IMPROVEMENT DISTRICT  
LANDSCAPE & IRRIGATION  
MAINTENANCE SERVICES WORK  
AREA 2 MAP

DRAWN BY: STAFF	DESIGNED BY: STAFF	APPROVED BY: _____	SCALE	JOB NUMBER
DATE: 9/21/21	DATE: 9/21/21	DATE: 9/21/21	AS SHOWN	21505



NOTE:  
LANDSCAPE AROUND EXISTING  
LIFT STATION TRACTS INCLUDED.

LEGEND

 AREA OF LANDSCAPE/IRRIGATION MAINTENANCE

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



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

MIDTOWN  
IMPROVEMENT DISTRICT  
LANDSCAPE & IRRIGATION  
MAINTENANCE SERVICES WORK  
AREA 3 MAP

DRAWN BY: STAFF	DESIGNED BY: STAFF	APPROVED BY: _____	SCALE	JOB NUMBER
DATE: 9/21/21	DATE: 9/21/21	DATE: 9/21/21	AS SHOWN	21505

# Midtown Improvement District Evaluation Criteria

1. **Technical Capability** (30 points)

Considerations here include the geographic locations of the firm's office(s) in relation to the project; adequacy of equipment to perform the work in a high quality manner; adequacy and capabilities of labor available to perform the work according to the specifications; qualifications, training, and licenses/certifications of key personnel; evaluation of existing and future workload; the volume of work previously awarded to the firm; proposed detailed staffing levels, etc.

2. **Experience** (30 points)

The proposer's past record and experience in similar projects will be considered. Additional factors may include past performance on other projects, record and experience working for the references provided, observation of similar sites maintained by the firm, character, integrity, and reputation of respondent, etc.

3. **Understanding of Scope of Work** (10 points)

Points will be awarded based on the proposer's demonstrated understanding of the District's needs for the services requested and the level of detail provided in the proposal.

4. **Price** (30 points)

Points will be awarded to the proposer submitting the lowest total proposal for completing the work. All other proposals will receive a percentage of this amount based upon the difference between that proposer's proposal and the low proposal.

**Total Points Possible** (100 points)

# **Midtown Improvement District**

**Construction Committee  
Recommendation**



**MIDTOWN IMPROVEMENT DISTRICT  
LANDSCAPING AND IRRIGATION MAINTENANCE RFP**

**SECTION 1:**

**Bid/Fee Detail**

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years
Down To Earth	\$25,214.83	\$25,971.27	\$26,750.41	\$77,936.51
Brightview	\$24,000.00	\$24,720.00	\$25,440.00	\$74,160.00
Yellowstone	\$37,836.00	\$38,976.00	\$40,152.00	\$116,964.00
Trimac Outdoor	\$31,840.00	\$37,160.00	\$42,900.00	\$111,900.00
Cepra	\$20,667.00	\$20,667.00	\$21,287.04	\$62,621.04

**Proposer Rankings**

Contractor	Technical Capability	Experience	Understanding of Scope	Price	Point Total	Ranking Based
	Max. 30 Pts.	Max. 30 Pts.	Max. 10 Pts.	Max. 30 Pts.	Max. 100 Pts.	on Total Points
Down To Earth	25	20	9	22.66	76.66	3
Brightview	30	30	10	24.47	94.47	2
Yellowstone	25	25	10	3.97	63.97	4
Trimac Outdoor	20	20	5	6.39	51.39	5
Cepra	30	30	10	30.00	100.00	1

**SECTION 2:**

**Bid/Fee Detail**

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years
Down To Earth	\$118,436.74	\$121,989.84	\$125,649.54	\$366,076.12
Brightview	\$66,660.00	\$68,652.00	\$70,608.00	\$205,920.00
Yellowstone	\$95,664.00	\$98,532.00	\$101,484.00	\$295,680.00
Trimac Outdoor	\$51,480.00	\$61,300.00	\$68,700.00	\$181,480.00
Cepra	\$80,000.04	\$80,000.04	\$82,807.08	\$242,807.16

**Proposer Rankings**

Contractor	Technical Capability	Experience	Understanding of Scope	Price	Point Total	Ranking Based
	Max. 30 Pts.	Max. 30 Pts.	Max. 10 Pts.	Max. 30 Pts.	Max. 100 Pts.	on Total Points
Down To Earth	25	20	9	-0.52	53.48	5
Brightview	30	30	10	25.96	95.96	1
Yellowstone	25	25	10	11.12	71.12	4
Trimac Outdoor	20	20	5	30.00	75.00	3
Cepra	30	30	10	19.86	89.86	2

**SECTION 3:**

**Bid/Fee Detail**

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years
Down To Earth	\$32,663.43	\$33,643.34	\$34,652.64	\$100,959.41
Brightview	\$21,564.00	\$22,176.00	\$22,788.00	\$66,528.00
Yellowstone	\$53,292.00	\$54,888.00	\$56,532.00	\$164,712.00
Trimac Outdoor	\$30,550.00	\$36,056.00	\$42,400.00	\$109,006.00
Cepra	\$17,143.08	\$17,143.08	\$17,641.08	\$51,927.24

**Proposer Rankings**

Contractor	Technical Capability	Experience	Understanding of Scope	Price	Point Total	Ranking Based
	Max. 30 Pts.	Max. 30 Pts.	Max. 10 Pts.	Max. 30 Pts.	Max. 100 Pts.	on Total Points
Down To Earth	25	20	9	1.67	55.67	3
Brightview	30	30	10	21.56	91.56	2
Yellowstone	25	25	10	-35.16	24.84	5
Trimac Outdoor	20	20	5	-2.98	42.02	4
Cepra	30	30	10	30.00	100.00	1

**COMBINED:**

**Bid/Fee Detail**

Proposer	1st Year	2nd Year	3rd Year	Total, 3 Years
Down To Earth	\$176,315.00	\$181,604.45	\$187,052.58	\$544,972.03
Brightview	\$112,224.00	\$115,548.00	\$118,836.00	\$346,608.00
Yellowstone	\$186,792.00	\$192,396.00	\$198,168.00	\$577,356.00
Trimac Outdoor	\$113,870.00	\$134,516.00	\$154,100.00	\$402,486.00
Cepra	\$117,810.12	\$117,810.12	\$121,735.20	\$357,355.44

**Proposer Rankings**

Contractor	Technical Capability	Experience	Understanding of Scope	Price	Point Total	Ranking Based
	Max. 30 Pts.	Max. 30 Pts.	Max. 10 Pts.	Max. 30 Pts.	Max. 100 Pts.	on Total Points
Down To Earth	25	20	9	12.83	66.83	5
Brightview	30	30	10	30.00	100.00	1
Yellowstone	25	25	10	10.03	70.03	4
Trimac Outdoor	20	20	5	25.16	70.16	3
Cepra	30	30	10	29.07	99.07	2

# **Midtown Improvement District**

**Payment Authorization Nos. 40 – 44**

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #040

6/10/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Blood Hound</b> EM / GPR Utility Designates	514127	\$ 1,600.00
2	<b>Boggy Creek Improvement District</b> May ICM Expenses	ICM2022-08	\$ 3,233.58
3	<b>Cepra Landscape</b> June Section 1 Landscaping June Section 2 Landscaping June Section 3 Landscaping	ORL2169 ORL2171 ORL2172	\$ 1,983.33 \$ 5,644.38 \$ 880.33
4	<b>Donald W McIntosh Associates</b> Engineering Services Through 05/20/2022	42718	\$ 444.00
5	<b>Grau and Associates</b> FY 2021 Audit	22709	\$ 2,000.00
6	<b>Kutak Rock</b> General Counsel Through 04/30/2022	3053683	\$ 1,102.00
7	<b>PFM Group Consulting</b> Billable Expenses DM Fee: June 2022 April Reimbursables	120069 DM-06-2022-29 OE-EXP-05-033	\$ 32.13 \$ 2,916.67 \$ 0.53

**TOTAL \$ 19,836.95**



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 10:15 am, Jun 14, 2022

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #041

6/17/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>OUC</b> Acct: 5032993173 ; Service 05/02/2022 - 06/02/2022	--	\$ 817.95

**TOTAL \$ 817.95**



Chairperson

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #042

6/24/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Supervisor Fees - 06/21/2022 Meeting</b> Richard Levey	--	\$ 200.00

**TOTAL \$ 200.00**



Chairperson

**RECEIVED**

By Amanda Lane at 10:37 am, Jun 25, 2022

# MIDTOWN IMPROVEMENT DISTRICT

## Payment Authorization #043

7/1/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Kutak Rock</b> General Counsel Through 05/31/2022	3067835	\$ 1,853.93
2	<b>Orlando Sentinel</b> Legal Advertising on 06/14/2022 (Ad: 7227052)	OSC55881402	\$ 241.25
3	<b>PFM Group Consulting</b> May Reimbursables	OE-EXP-06-0027	\$ 1.06
<b>TOTAL</b>			<b>\$ 2,096.24</b>



Chairperson

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

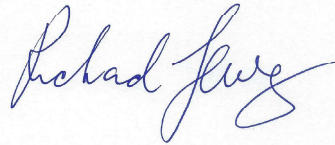
Received Monday, July 4, 2022 - ALane

# MIDTOWN IMPROVEMENT DISTRICT

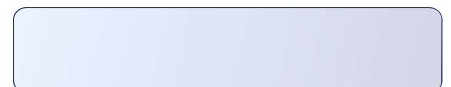
## Payment Authorization #044

7/8/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Boggy Creek Improvement District</b> June ICM Expenses	ICM2022-09	\$ 3,251.41
2	<b>Cepra Landscape</b> July Section 1 Landscaping	ORL2378	\$ 1,983.33
	July Section 2 Landscaping	ORL2380	\$ 5,644.38
	July Section 3 Landscaping	ORL2381	\$ 880.33
3	<b>Donald W McIntosh Associates</b> Engineering Services Through 06/17/2022	42830	\$ 437.50
4	<b>Grau and Associates</b> FY 2021 Audit	22896	\$ 2,600.00
<b>TOTAL</b>			<b>\$ 14,796.95</b>



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

Brief Description: Services for additional locates and soft digs for OUC Conduit extensions..

Name of Consultant /Vendor: Blood Hound, 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

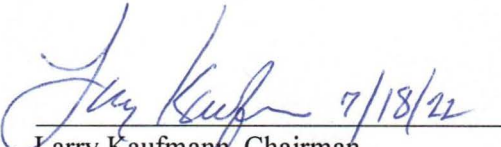
Is this a continuation of previously authorized work?  Yes  No

Proposal attached:  Yes  No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 11,025.00

Recommendation:  Approve  Deny

By:  7/18/22  
Larry Kaufmann, Chairman  
Midtown Improvement District Construction Committee

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



## ESTIMATE

Created Date 7/15/2022  
Expiration Date 10/31/2022  
Estimate Number 73343

Customer Midtown Improvement District Name Scott Grossman  
Billing Address 3501 Quadrangle Boulevard, Suite 270 Phone 407-644-4068  
Orlando, FL 32817 Email sgrossman@dwma.com  
US  
Job Site Location 14028 Centerline Drive, Orlando, FL, 32827

Product	Invoice Description	Quantity	Sales Price	Total Price
Fuel Surcharge	Fuel Surcharge	1.00	\$25.00	\$25.00
Vacuum Excavation (Hourly)	Vacuum Excavation (Hourly rate)	40.00	\$275.00	\$11,000.00
Grand Total				\$11,025.00

### Scope of Work

Customer SOW Design engineering

BHUG SOW

Customer has requested an estimate for the following scope of work:

- The following work is being performed to Quality Level A standards in accordance with CI/ASCE 38-02.
- Vacuum Excavation will be utilized to provide the precise vertical position of the conflict or connection point utilities in up to twenty (20) locations to be determined by the engineer of record. No test holes will be performed under the existing roadway as that will incur additional expense (MOT, permitting and traffic control) which is indeterminable until the locations have been defined.
- Customer is advised the vertical portion of this estimate is based on a 4-hour minimum. Any additional time required on site to complete the task beyond the 4-hour minimum will be invoiced in 15-minute increments @ \$68.75 per increment, upon customer approval.
- Test hole data forms will be provided with pertinent information to include size, function, depth, material (of pipes if known) and provide the precise horizontal and vertical position of any discoveries. Offsets will be provided to existing above ground features as well and all discoveries will be painted and flagged with all verification's staked with a semi-permanent marker for surveying purposes.
- Cavities will be refilled with dry, native spoils (compacted in 6" lifts).
- Estimate does not include any utility locating, GPR or surveying services.
- VAC truck must be able to get within 20' of all test hole location.
- Estimate does not include any final restoration such as hot mix asphalt, milling / resurfacing or special back fill requirements (flowable fill.) If final restoration is required by end client, city, state, or any other entity, that restoration will be the responsibility of the client. Blood Hound does not perform final concrete or asphalt surfacing. BHUG will not perform any excavations thru sidewalk without prior permission. Test holes performed under the roadway will be repaired with an asphalt cold patch and any concrete surfaces will be repaired with a Quikrete type product.
- Customer understands any fees required for permits and MOT services are not provided and included in this estimate.
- All Survey work will be completed by others.



## ESTIMATE

Created Date 7/15/2022  
Expiration Date 10/31/2022  
Estimate Number 73343

If the Scope of Work should change, or is different than listed on the estimate, please call our office for a revised estimate.

The scheduling of the work must go through the Blood Hound Call Center. Upon acceptance of this estimate please sign and return via email a signed copy of the estimate. Then, you must call 1-888-858-9830 select option one (1) for scheduling and reference your estimate number to schedule your work request.

•If PO# is not available during the estimating phase please provide the PO# prior to scheduling this work. Payment terms must be arranged prior to scheduling any work with Blood Hound. Services can be paid for via credit card or granting of payment terms with invoicing however the Credit Application must be completed and on file to grant payment terms. Blood Hound does not accept checks or cash as payment on site.

•Please refer all COI requests, Change Orders, PO Numbers, Prequalification Forms, Sub Consultant Agreements or MSA's to [BHUGContracts@bhug.com](mailto:BHUGContracts@bhug.com)

Quoted rates are exclusive to this estimate only. Rates quoted by Call Center Representatives are in effect unless otherwise stipulated within a formal estimate.

Please note estimate is valid for 90 days from the quote created date.

*Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate. Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate. Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light. In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.*

Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.

PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walk through has not been conducted, this may affect the price.

*If this is a prevailing wage job, please contact our office for a revised quote as this pricing does not reflect prevailing wage rates. If at some later date a project is determined to be a prevailing wage job, then any extra expense incurred by Blood Hound will be billed to the client.*

*The project estimate outlined in this specific proposal is valid for 90 days from the date of the proposal. Blood Hound reserves the right to review and adjust this estimate if client does not approve of the proposal within 90 days.*

Please send all POs / Contracts to [BHUGContracts@bhug.com](mailto:BHUGContracts@bhug.com).

We look forward to working with you.

By signing this Estimate the client acknowledges that they accept the scope of work listed on the estimate, as well as the service rates provided and are providing Blood Hound with a Notice To Proceed (NTP) for the listed Project. If the scope of work should change while the work is in progress, any changes will be documented on the technician's field notes and signed off on by the client. Signing this estimate also acknowledges that the client agrees to the terms and conditions as they relate to payment for

Blood Hound  
6500 Technology Center Dr.  
Suite 200  
Indianapolis, IN 46278



**ESTIMATE**

Created Date 7/15/2022  
Expiration Date 10/31/2022  
Estimate Number 73343

services rendered.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



## Equipment Report

### Equipment Operations and Limitations

**Corporate Location:**  
750 Patrick's Place  
Brownsburg, IN 46112

Office # 888-858-9830  
Fax # 888-858-9829

<http://www.BHUG.com>

#### Equipment Description –

Blood Hound uses a variety of equipment to identify and locate subsurface structures, such as direct connect and inductive utility location transmitters and receivers with multi-frequency broadcasts and reception capabilities, ground penetrating radar, sewer cameras (both robotic and fiber optic push/pull), and other equipment, to locate the lateral position of buried structures, as well as to provide estimates on the depths of subsurface structures.

Traditional EM equipment is used as the primary tool to determine the location of all conductive subsurface structures, as well as any utilities that have locating wires (i.e. gas lines) buried with the non-conductive utility to facilitate location. This equipment operates using frequencies ranging from 512 Hz up to and including 480 kHz. The frequency that is selected is dependent on the type of utility to be located, operator preference, estimated depth of the target utility, and distance for which the target utility must be marked. Frequencies are often changed during operations to improve the quality of the signal, decrease interference, and/or increase the range for the transmitted signal.

EM locating operates by conducting an AC electric current through the target utility at a specific frequency. This causes the target utility to radiate a radio signal at the desired frequency. This radiated radio signal is then detected using the receiver, which is tuned to detect radio fields at the desired frequency. By measuring peak or null signal measurements, the lateral line location can be determined.

Blood Hound uses a variety of Ground Penetrating Radar (GPR) units from multiple manufacturers. Blood Hound employs antenna frequencies ranging from 250 MHz up to 1.6 GHz, depending on the specific needs of the survey. Data can be analyzed in real-time, or collected for post-processing analysis, including the development of subsurface response maps.

The most commonly used antennae operate in a frequency range of 250 to 350 MHz., which provides the greatest balance of resolution and effective depth penetration. Frequency ranges higher than this provide greater resolution and better penetration through more conductive or signal absorbing materials (i.e. clay soils, concrete, etc). However, this increased resolution comes at the cost of significantly reduced depth penetration.

GPR operates by radiating a radio band frequency into the soil from the transmitter contained within the antenna assembly. This signal is reflected to the receiver contained in the antenna unit, and this received signal is then converted into visual patterns based on the intensity of the reflected signal. The depth of the target reflection pattern is determined based on the time elapsed from the transmission until the reception of the reflected signal, and is then projected by making assumptions regarding the transmission rate of the signal through the medium. If the signal velocity assumptions are not accurate, then the depth estimates will not be accurate.

Blood Hound also performs Electromagnetic soil conductivity analysis (EM Induction Survey). This method uses a Fisher TW-6 "Split Box" locator mounted on an inductive sweep bar. The bar places the transmitter and receiver four feet apart, with the inductive transmitted field oriented in an opposing orientation from the receiving antenna. This opposing orientation allows for the receiver to not register the presence of the transmitting field. When the transmitting field encounters a conductive object (metal), the field is bent, which results in the detection of the field by the receiving antenna. This equipment allows for the detection of conductive objects, and is not limited to the detection of ferrous metals as is the case with many magnetometers.

#### Factors Effecting Performance of Equipment –

There are several factors that can impact the effectiveness of the EM Locating equipment:

- **Target Utility Composition** – EM locating is only effective if the target utility is composed of continuous conductive material. Plastic, concrete, clay, or other non-conductive materials cannot be located using EM locating techniques. In addition, some metals are not highly conductive, which makes locating using EM techniques difficult. For example, cast iron is a poor conductor and cast iron lines can often be difficult to locate using standard EM techniques. Additionally, many pipes are composed of individual sections which may be gasketed. This can impede the current at each pipe joint.
- **Shielding of Target Utility**– Since EM locating uses an electronic signal, unshielded lines that are directly buried in the soil (i.e. water lines) can be difficult to locate for significant distances. This is due to the continuous loss of transmitted signal directly to the ground. As the signal travels along the utility, a significant portion of the signal is lost to ground, resulting in decreased signal quality. The greater the distance between the transmitter and the location point on an unshielded line, the more degraded the signal will be.
- **Conductive Pathway to Ground** – Locating is accomplished by creating a complete circuit, and the transmitted signal must be able to return to the ground in some form. An open circuit is generally much more difficult to locate since the circuit is not complete, and the emitted signal cannot return to ground. Thus, the signal may not travel along the desired pathway. Additionally, soil conditions can affect the pathway to ground. For example, in highly conductive soils, a signal can inductively find a pathway to ground even in an open circuit.
- **Depth** – The signal induced onto the target path must have sufficient strength to be detectable at the surface. Utility lines deeper than 15 feet are often difficult to locate due to the inability of the radio frequency being radiated from the target line to effectively radiate through the soil to the receiver at the surface. Similarly, shielding between the target utility and the receiver can affect the signal reception and create a loss of signal.



## Equipment Report Equipment Operations and Limitations

### Corporate Location:

750 Patrick's Place  
Brownsburg, IN 46112

Office # 888-858-9830

Fax # 888-858-9829

<http://www.BHUG.com>

Similarly there are several factors that can impact the effectiveness of GPR surveys:

- **Subsurface Material / Soil Composition** – Soil composition and subsurface material is the most important factor impacting the effectiveness of GPR. The more conductive the subsurface material, the less effective the GPR survey will be. GPR works best in sandy soils, and is least effective in heavy clay soils or where the subsurface material contains a large volume of highly conductive backfilled debris or material (i.e. metal scraps or slag sand). Midwestern soils generally have a high clay content and create significant challenges to completing an effective GPR survey. As a general rule, the smaller the particulate matter that the subsurface material is composed of, the greater the inhibiting effect on the GPR signal.
- **Composition of the Subsurface Target** – The inherent electrostatic reflectivity of a target will impact the effective identification of the target. Lightweight subsurface material, such as PVC, are generally more transparent to radio waves and will reflect a substantially smaller percentage of the radiated signal. This will result in a smaller and more minor reflection signature, making effective interpretation more difficult. Some materials are completely transparent to radio waves and can only be identified if a reflective material (i.e. water) is contained within the target pipe.
- **Moisture Content of the Subsurface Material** – Water, when combined with dissolved ions (salt) has an inhibiting effect on GPR signals, and signals can often not effectively penetrate saturated soil material, when the soil is slightly conductive. The addition of more water increases the conductivity of the soil and more significantly inhibits the effective signal penetration.
- **Depth** – The GPR signals have a finite effective penetration depth. The deeper the target, the less likely it will be effectively identified. As the signal penetrates the subsurface material it loses strength as the depth increases. Effective signal penetration can be defined as the depth at which the reflected signal no longer has sufficient power to reach the receiver antenna of the GPR. In other words, the effective survey depth is the depth at which the penetrating signal reaches a maximum of 50% of its emitted strength, although it should be noted that at this range only a 100% reflective target (i.e. metal) would have the potential to be detectable.
- **Target Size** – The smaller the diameter of the target structure, the lower the probability of successful identification of the target during a GPR survey. The smaller the target, the less of a signal that will be reflected, decreasing the probability of a positive identification of the subsurface target. As a general (but not absolute) rule of thumb, for every 1 foot of depth you must have 1 inch in diameter in order to be observable. For example, a 3" diameter pipe must be less than 3 feet below grade in order to be observable during a GPR survey.

EM Inductive Surveys can also be impacted by environmental factors.

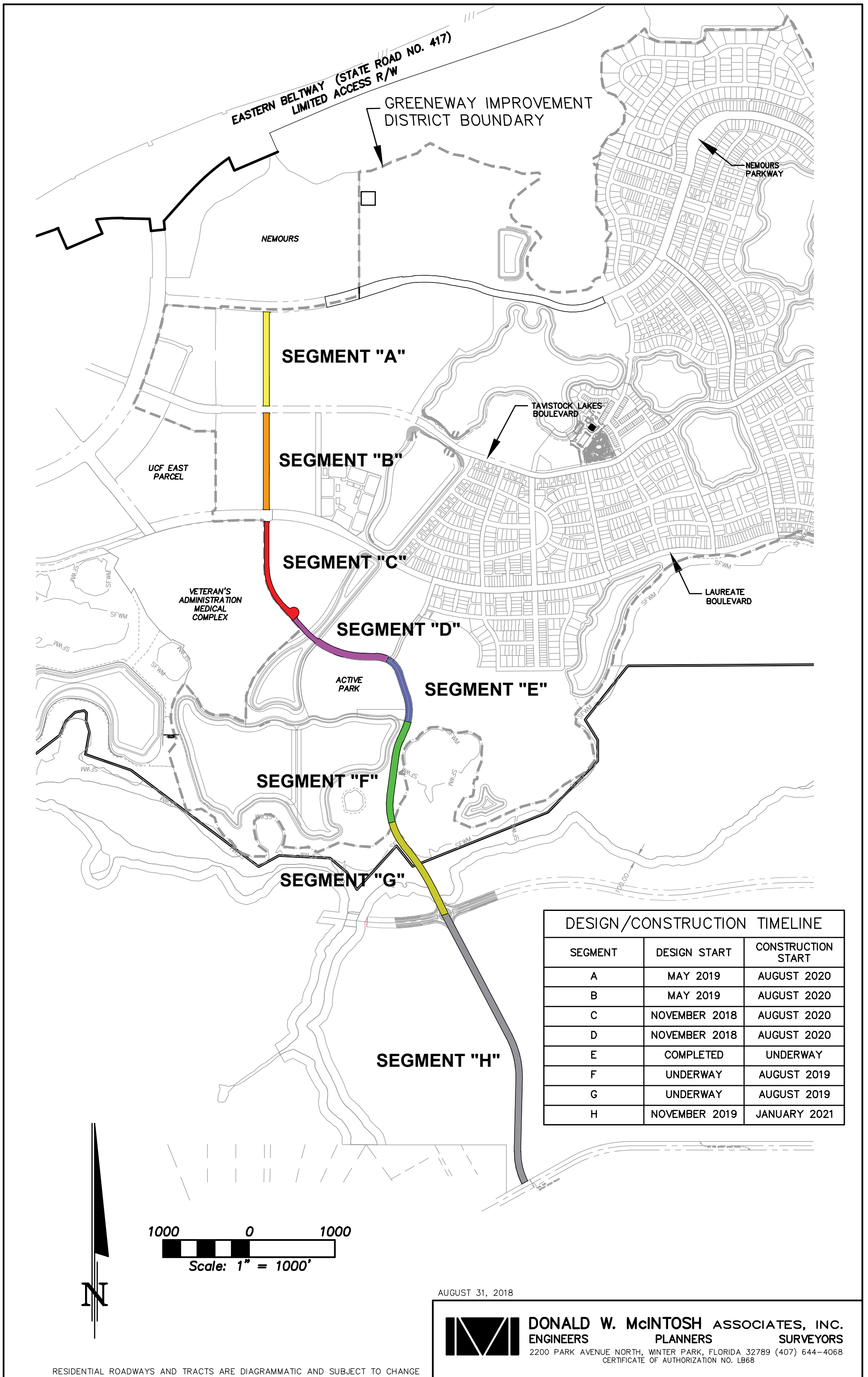
- **Surface and Subsurface Material / Soil Composition** – Highly conductive soils can prevent the identification of other conductive structures with this methodology. The presence of surface metal, including vehicles, fences, and debris, can swamp other readings and prevent the identification of subsurface targets. In addition, the presence of rebar reinforcement within concrete can have a similar effect and prevent identification of other structures.
- **Target Size** – Small metallic targets may not be detected, since the mass of the target object must be large enough to impact the shape of the transmission field. Small objects may not have sufficient mass to cause a field distortion significant enough to be detected.
- **Target Depth** – Deeper targets may not sufficiently distort the transmitted signal to allow for detection by the receiver. However, large high-mass targets are more likely to be detectable at significantly deeper depths, than lower mass targets.

### Summary of Equipment and Survey Effectiveness –

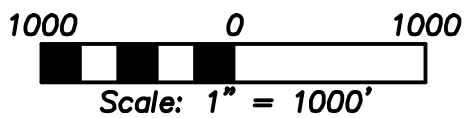
EM locating is generally very effective in locating most subsurface utility lines. Electric, Telephone, and Cable TV can almost always be located using standard EM locating techniques. Also, many water lines can also be located. However, due to the continuous contact with the soil, and the common use of cast and ductile iron in water line construction, water lines can often prove difficult to locate. Additionally, water lines constructed of plastic are becoming more common and cannot be located using standard locating methodologies. Sewer lines (storm and sanitary) are very rarely locatable with standard techniques, unless a conductive tool can be introduced into the line (i.e. locating a sanitary lateral by running a rod containing metal through the line from a clean-out access point). All Blood Hound technicians carry a Jameson rodder for this specific purpose.

GPR surveys are an effective way of locating and identifying subsurface obstructions prior to drilling or excavating activity. However, these surveys cannot and will not identify all subsurface utilities or other obstructions, in all circumstances. Midwestern soils in particular, present significant challenges to an effective GPR survey, and should not be relied upon as the only means of protecting underground utilities. EM Induction surveys provide another level of investigation, which when combined with traditional EM locating and GPR provide the most complete non-destructive process available for the protection of subsurface utilities and other structures. When Vacuum Excavation is employed, the possibility of a damaged utility is further minimized.

In general, private utility locating surveys conducted by Blood Hound technicians are highly accurate and effective. However, there are numerous factors that can result in a line being mis-marked or left unmarked by our technicians, that are beyond the control of Blood Hound or its technicians. This includes, but is not limited to, a lack of adequate prints or available site knowledge, a lack of access to utilities (i.e. cleanouts, interior communications rooms, vaults, etc), a lack of visual indications of the utility's presence, a disruption of a conductive pathway (i.e. repair in a metal water line made with plastic), and commonly bonded lines creating undesired signal conduction pathways. While Blood Hound provides its employees with extensive training on ways to mitigate these and other issues, there are unfortunately occasions where these factors cannot be effectively eliminated.



DESIGN/CONSTRUCTION TIMELINE		
SEGMENT	DESIGN START	CONSTRUCTION START
A	MAY 2019	AUGUST 2020
B	MAY 2019	AUGUST 2020
C	NOVEMBER 2018	AUGUST 2020
D	NOVEMBER 2018	AUGUST 2020
E	COMPLETED	UNDERWAY
F	UNDERWAY	AUGUST 2019
G	UNDERWAY	AUGUST 2019
H	NOVEMBER 2019	JANUARY 2021



AUGUST 31, 2018



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

RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

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**MIDTOWN IMPROVEMENT DISTRICT**

**Recommendation for Work Authorization / Proposed Services**

Project Name: Centerline Drive Segment E – OUC Conduit Plans

Brief Description: Additional Survey for Test Holes to locate underground utilities uncovered by Blood Hound Test Holes.

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

Is this work pursuant to an existing Agreement?  Yes  No

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

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

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

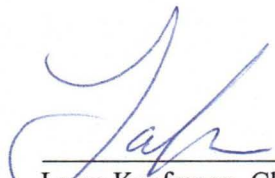
Is this a continuation of previously authorized work?  Yes  No

Proposal attached:  Yes  No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 5,280.00

Recommendation:  Approve  Deny

By:  7/18/22  
Larry Kaufmann, Chairman  
Midtown Improvement District Construction Committee

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



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

July 15, 2022

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

Subject: Centerline Drive – Segment E Additional Services  
OUC Conduit Plans  
DWMA Job No. 22551 (013)

Dear Dr. Levey:

Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this Additional Services Agreement to provide additional surveying services to the Midtown Improvement District (“CLIENT”) for Centerline Drive – Segment E (“Project”) for coordination and measurements of additional vertical test holes as detailed in the scope of work. The Attachments consist of Basis of Proposal and Client Responsibilities. 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

**Scope of Services**

**PART I - PROFESSIONAL SURVEYING & MAPPING**

- A. SURVEY VERTICAL TEST HOLES – Survey additional fifteen (15) vertical test holes in field locations provided to DWMA. Survey of vertical test holes includes field stakeout of test holes at the utility crossings as determined by the project engineer to confirm utility separation and utility depths. DWMA will coordinate the field appointment with the locating company on a one-time basis. DWMA will be responsible only for confirmation of the measurements to the top of the exposed utility lines as exposed by the locating company, if accessible. Surveying services will be prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes.

**FEE SCHEDULE**

Contract Item	Billing Item	Description	Fee
		<b>Part I – Professional Surveying and Mapping</b>	
A.	000	Survey Vertical Test Holes (15)	\$5,280.00
		<b>TOTAL</b>	<b>\$5,280.00</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. The CLIENT will

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 E  
DWMA Job No. 22551 (013)  
July 15, 2022  
Page 2 of 4*

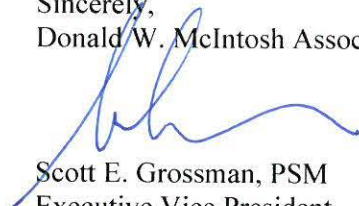
reimburse DWMA all direct costs, which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Midtown Improvement District and Donald W. McIntosh Associates, Inc. with regard to the referenced work authorization.

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

Sincerely,  
Donald W. McIntosh Associates, Inc.



Scott E. Grossman, PSM  
Executive Vice President

SEG/Is

APPROVED AND ACCEPTED

By: \_\_\_\_\_  
Authorized Representative of  
Midtown Improvement District

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

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



*Dr. Richard Levey, Chairman*

**Greenway Improvement District**

**BASIS OF PROPOSAL AND CLIENT RESPONSIBILITIES**

*DWMA Job No. 22551 (013)*

*July 15, 2022*

*Page 3 of 4*

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

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

### **BASIS OF PROPOSAL**

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 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

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**DONALD W. McINTOSH Associates, Inc.**

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



*Dr. Richard Levey, Chairman*

***Greenway Improvement District***

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

*DWMA Job No. 22551 (013)*

*July 15, 2022*

*Page 4 of 4*

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.

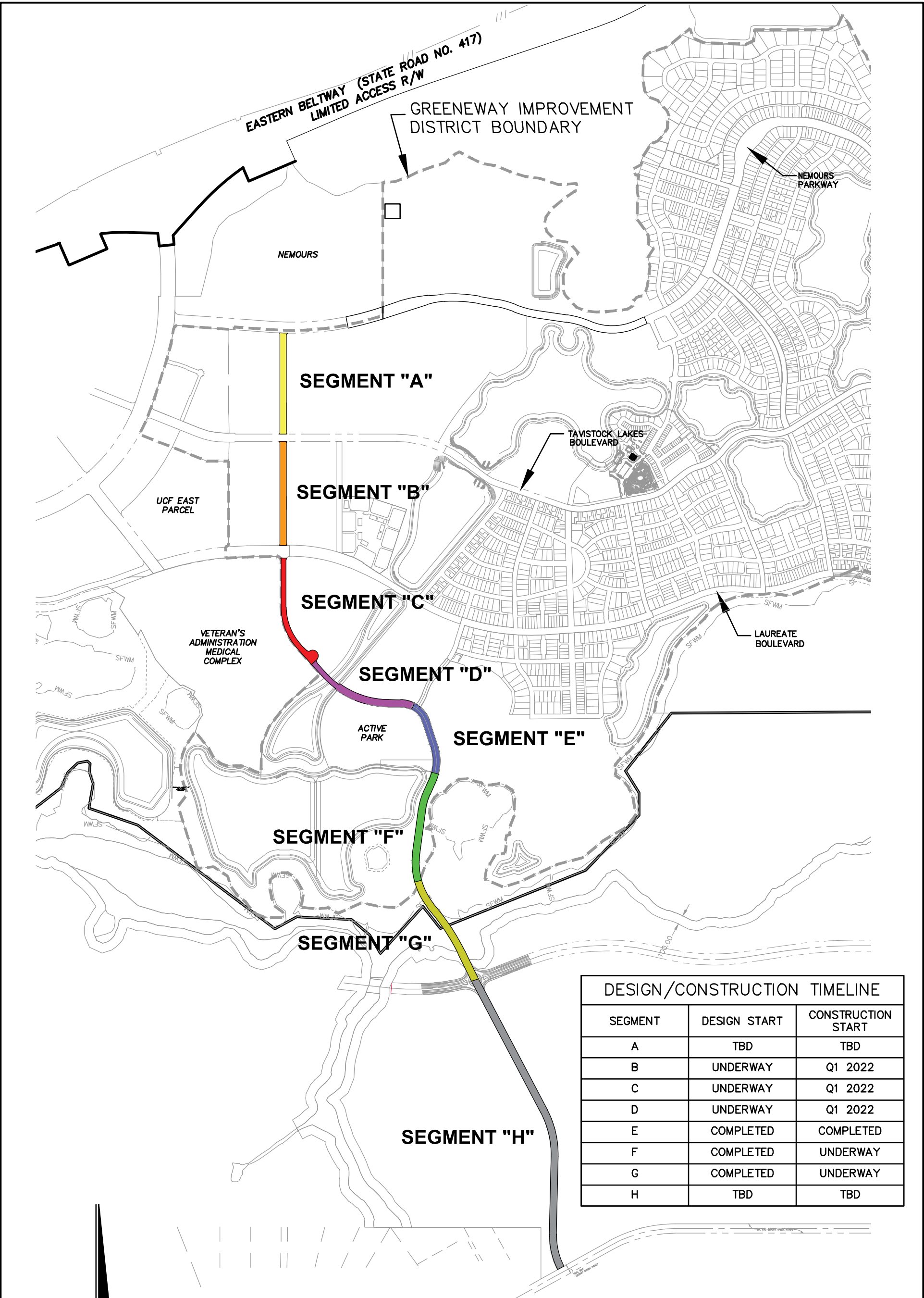
The CLIENT will engage a professional state licensed hydrogeologist for completion of hydrologic data required in support of a Consumptive Use/Water Use Permit.

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

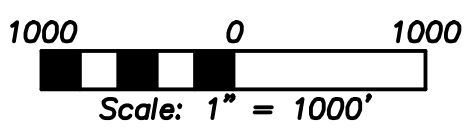
The CLIENT agrees that DWMA shall have no responsibility for the accuracy of information provided by, or for any portion of the Project designed by the CLIENT or CLIENT's other consultants, or for compliance with local, state or federal ADA requirements. DWMA shall not be required to check or verify 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.



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



JULY 19, 2021



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

RESIDENTIAL ROADWAYS AND TRACTS ARE DIAGRAMMATIC AND SUBJECT TO CHANGE

# **Midtown Improvement District**

## **District's Financials**

**Midtown Improvement District**  
Statement of Financial Position  
As of 6/30/2022

	<b>General Fund</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>Assets</u></b>			
<b><u>Current Assets</u></b>			
General Checking Account	\$20,757.30		\$20,757.30
Accounts Receivable - Due from Developer	50,000.00		50,000.00
Accounts Receivable - Due from Developer		\$132,077.82	132,077.82
Total Current Assets	\$70,757.30	\$132,077.82	\$202,835.12
<b>Total Assets</b>	<b>\$70,757.30</b>	<b>\$132,077.82</b>	<b>\$202,835.12</b>
<b><u>Liabilities and Net Assets</u></b>			
<b><u>Current Liabilities</u></b>			
Accounts Payable	\$34,254.58		\$34,254.58
Due To Other Governmental Units	43,133.59		43,133.59
Deferred Revenue	50,000.00		50,000.00
Accounts Payable		\$132,077.82	132,077.82
Deferred Revenue		132,077.82	132,077.82
Total Current Liabilities	\$127,388.17	\$264,155.64	\$391,543.81
<b>Total Liabilities</b>	<b>\$127,388.17</b>	<b>\$264,155.64</b>	<b>\$391,543.81</b>
<b><u>Net Assets</u></b>			
Net Assets - General Government	\$0.55		\$0.55
Current Year Net Assets - General Government	(56,631.42)		(56,631.42)
Net Assets, Unrestricted		(\$139,944.25)	(139,944.25)
Current Year Net Assets, Unrestricted		7,866.43	7,866.43
Total Net Assets	(\$56,630.87)	(\$132,077.82)	(\$188,708.69)
<b>Total Liabilities and Net Assets</b>	<b>\$70,757.30</b>	<b>\$132,077.82</b>	<b>\$202,835.12</b>



**Midtown Improvement District**  
**Statement of Activities**  
As of 6/30/2022

	<b>General Fund</b>	<b>Capital Projects Fund</b>	<b>Total</b>
<b><u>Revenues</u></b>			
Developer Contributions	\$170,969.33		\$170,969.33
Developer Contributions		\$381,770.54	381,770.54
Total Revenues	\$170,969.33	\$381,770.54	\$552,739.87
<b><u>Expenses</u></b>			
Supervisor Fees	\$1,200.00		\$1,200.00
Public Officials' Liability Insurance	2,250.00		2,250.00
Management	26,250.03		26,250.03
Engineering	3,228.00		3,228.00
District Counsel	7,703.33		7,703.33
Audit	2,000.00		2,000.00
Postage & Shipping	46.48		46.48
Legal Advertising	3,434.95		3,434.95
Miscellaneous	207.32		207.32
Web Site Maintenance	3,320.00		3,320.00
Dues, Licenses, and Fees	175.00		175.00
Electric	751.48		751.48
Water Reclaimed	4,763.33		4,763.33
General Insurance	2,750.00		2,750.00
Property & Casualty	200.00		200.00
Irrigation	10,340.80		10,340.80
Landscaping Maintenance & Material	68,064.32		68,064.32
Tree Trimming	10,500.00		10,500.00
Flower & Plant Replacement	17,173.00		17,173.00
Contingency	1,619.31		1,619.31
IME - Aquatics Maintenance	901.77		901.77
IME - Irrigation	951.32		951.32
IME - Landscaping	25,185.37		25,185.37
IME - Lighting	217.51		217.51
IME - Miscellaneous	36.60		36.60
IME - Water Reclaimed	120.04		120.04
Streetlights	25,095.94		25,095.94
Personnel Leasing Agreement	9,119.92		9,119.92
Engineering		\$63,311.83	63,311.83
District Counsel		1,563.00	1,563.00
Legal Advertising		423.75	423.75
Contingency		308,605.53	308,605.53
Total Expenses	\$227,605.82	\$373,904.11	\$601,509.93
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>			
Interest Income	\$5.07		\$5.07
Total Other Revenues (Expenses) & Gains (Losses)	\$5.07	\$0.00	\$5.07
<b>Change In Net Assets</b>	(\$56,631.42)	\$7,866.43	(\$48,764.99)
<b>Net Assets At Beginning Of Year</b>	\$0.55	(\$139,944.25)	(\$139,943.70)
<b>Net Assets At End Of Year</b>	(\$56,630.87)	(\$132,077.82)	(\$188,708.69)

**Midtown Improvement District**  
 Budget to Actual  
 For the Month Ending 06/30/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
<b>Revenues</b>					
Developer Contributions	\$170,969.33	\$ 342,139.75	\$ (171,170.42)	\$ 456,186.33	37.48%
<b>Net Revenues</b>	<b>\$ 170,969.33</b>	<b>\$ 342,139.75</b>	<b>\$ (171,170.42)</b>	<b>\$ 456,186.33</b>	<b>37.48%</b>
<b>General &amp; Administrative Expenses</b>					
<b>Legislative</b>					
Supervisor Fees	\$ 1,200.00	\$ 9,000.00	\$ (7,800.00)	\$ 12,000.00	10.00%
<b>Financial &amp; Administrative</b>					
Public Officials' Liability Insurance	2,250.00	2,025.00	225.00	2,700.00	83.33%
Trustee Services	-	5,625.00	(5,625.00)	7,500.00	0.00%
Management	26,250.03	26,250.00	0.03	35,000.00	75.00%
Engineering	3,228.00	7,500.00	(4,272.00)	10,000.00	32.28%
Dissemination Agent	-	3,750.00	(3,750.00)	5,000.00	0.00%
Property Appraiser	-	1,500.00	(1,500.00)	2,000.00	0.00%
District Counsel	7,703.33	22,500.00	(14,796.67)	30,000.00	25.68%
Assessment Administration	-	5,625.00	(5,625.00)	7,500.00	0.00%
Reamortization Schedules	-	187.50	(187.50)	250.00	0.00%
Audit	2,000.00	4,500.00	(2,500.00)	6,000.00	33.33%
Travel and Per Diem	-	225.00	(225.00)	300.00	0.00%
Telephone	-	37.50	(37.50)	50.00	0.00%
Postage & Shipping	46.48	750.00	(703.52)	1,000.00	4.65%
Copies	-	1,875.00	(1,875.00)	2,500.00	0.00%
Legal Advertising	3,434.95	5,625.00	(2,190.05)	7,500.00	45.80%
Bank Fees	-	270.00	(270.00)	360.00	0.00%
Miscellaneous	207.32	750.01	(542.69)	1,000.00	20.73%
Office Supplies	-	187.50	(187.50)	250.00	0.00%
Property Taxes	-	750.00	(750.00)	1,000.00	0.00%
Web Site Maintenance	3,320.00	4,500.00	(1,180.00)	6,000.00	55.33%
Holiday Decorations	-	1,500.00	(1,500.00)	2,000.00	0.00%
Dues, Licenses, and Fees	175.00	187.50	(12.50)	250.00	70.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 49,815.11</b>	<b>\$ 105,120.01</b>	<b>\$ (55,304.90)</b>	<b>\$ 140,160.00</b>	<b>35.54%</b>

**Midtown Improvement District**  
 Budget to Actual  
 For the Month Ending 06/30/2022

	Actual	Budget	Variance	FY 2022 Adopted Budget	Percentage Spent
<b><u>Field Operations</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ 751.48	\$ 3,420.00	\$ (2,668.52)	\$ 4,560.00	16.48%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	4,763.33	14,250.00	(9,486.67)	19,000.00	25.07%
<b>Other Physical Environment</b>					
General Insurance	2,750.00	2,250.00	500.00	3,000.00	91.67%
Property & Casualty Insurance	200.00	1,425.00	(1,225.00)	1,900.00	10.53%
Other Insurance	-	75.00	(75.00)	100.00	0.00%
Irrigation Repairs	10,340.80	15,675.00	(5,334.20)	20,900.00	49.48%
Landscaping Maintenance & Material	68,064.32	79,891.20	(11,826.88)	106,521.60	63.90%
Tree Trimming	10,500.00	5,700.00	4,800.00	7,600.00	138.16%
Flower & Plant Replacement	17,173.00	11,400.00	5,773.00	15,200.00	112.98%
Contingency	1,619.31	25,027.05	(23,407.74)	33,369.40	4.85%
Pest Control	-	741.00	(741.00)	988.00	0.00%
<b>Interchange Maintenance Expenses</b>					
IME - Aquatics Maintenance	901.77	1,087.56	(185.79)	1,450.08	62.19%
IME - Irrigation Repairs	951.32	1,026.00	(74.68)	1,368.00	69.54%
IME - Landscaping	25,185.37	27,897.76	(2,712.39)	37,197.01	67.71%
IME - Lighting	217.51	256.50	(38.99)	342.00	63.60%
IME - Miscellaneous	36.60	1,333.80	(1,297.20)	1,778.40	2.06%
IME - Water Reclaimed	120.04	513.00	(392.96)	684.00	17.55%
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	-	855.00	(855.00)	1,140.00	0.00%
Hardscape Maintenance	-	2,280.00	(2,280.00)	3,040.00	0.00%
Streetlights	25,095.94	23,862.07	1,233.87	31,816.10	78.88%
Accent Lighting	-	570.00	(570.00)	760.00	0.00%
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	9,119.92	10,260.00	(1,140.08)	13,680.00	66.67%
<b>Reserves</b>					
Infrastructure Capital Reserve	-	6,327.00	(6,327.00)	8,436.00	0.00%
Interchange Maintenance Reserve	-	896.80	(896.80)	1,195.73	0.00%
<b>Total Field Operations Expenses</b>	<b>\$ 177,790.71</b>	<b>\$ 237,019.74</b>	<b>\$ (59,229.03)</b>	<b>\$ 316,026.33</b>	<b>56.26%</b>
<b>Total Expenses</b>	<b>\$ 227,605.82</b>	<b>\$ 342,139.75</b>	<b>\$ (114,533.93)</b>	<b>\$ 456,186.33</b>	<b>49.89%</b>
<b>Income (Loss) from Operations</b>	<b>\$ (56,636.49)</b>	<b>\$ -</b>	<b>\$ (56,636.49)</b>	<b>\$ -</b>	
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 5.07	\$ -	\$ 5.07	\$ -	
<b>Total Other Income (Expense)</b>	<b>\$ 5.07</b>	<b>\$ -</b>	<b>\$ 5.07</b>	<b>\$ -</b>	
<b>Net Income (Loss)</b>	<b>\$ (56,631.42)</b>	<b>\$ -</b>	<b>\$ (56,631.42)</b>	<b>\$ -</b>	