

Midtown Improvement District

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

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Midtown Improvement District ("District"), scheduled to be held at **3:30 p.m. on Tuesday, October 17, 2023, at 6900 Tavistock Lakes Blvd. Ste 200, 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: 2531 126 0013#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the August 15, 2023, Board of Supervisors' Meeting**
(provided under separate cover)

Business Matters

2. **Consideration of Pest Control Proposals** *(provided under separate cover)*
3. **Consideration of Lighting Installation, Upgrade and Service Agreement – Centerline Segment F**
4. **Ratification of Fiscal Year 2023 Audit Engagement Letter with Grau & Associates**
5. **Ratification of Egis Insurance Package for FY 2024**
6. **Ratification of Payment Authorization Nos. 93 – 101**
7. **Recommendation of Work Authorization/Proposed Services** *(if applicable)*
8. **Review of District's Financials**

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
 4. Construction Supervisor
 5. Landscape Supervisor
 6. Irrigation Supervisor
- B. Supervisor Requests

Adjournment



Midtown Improvement District

**Minutes of the August 15, 2023,
Board of Supervisor's Meeting**
(provided under separate cover)

Midtown Improvement District

Pest Control Proposals
(provided under separate cover)

Midtown Improvement District

**Lighting Installation, Upgrade and Service Agreement –
Centerline Segment F**



**LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT
CENTERLINE SEGMENT F**

THIS LIGHTING INSTALLATION, UPGRADE AND SERVICE AGREEMENT (“**Agreement**”) is made effective as of this _____ day of _____, 20____, by and between the ORLANDO UTILITIES COMMISSION, a statutory commission organized and existing under the laws of the State of Florida, whose address is 100 West Anderson St., Orlando, Florida 32801 (“**OUC**”), and MIDTOWN IMPROVEMENT DISTRICT a not-for-profit Florida corporation, address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817, or its assigns (the “**Customer**”).

RECITALS

A. The Customer is an individual, business entity, association or governmental entity with the authority to enter into binding agreements for services on certain property which is located in central Florida and more specifically defined in **Schedule 1** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The Customer desires to enter into this Agreement with OUC for the purpose of sharing with OUC and the **City of Orlando** (the “**City**”) certain costs associated with lighting service for portions of the Property that have been or will be dedicated public roadways (the “**Dedicated Roadways**”) and to be provided by OUC on behalf of the City by means of non-standard, upgraded lighting facilities.

C. The parties desire to enter into this Agreement so that costs to OUC associated with providing lighting services within Dedicated Roadways by means of upgraded lighting facilities can be allocated to the Customer over the term of the Agreement.

NOW THEREFORE, in consideration of the sums to be paid by the Customer to OUC, the mutual covenants and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both the Customer and OUC, the Customer and OUC agree as follows:

1. **RECITALS.**

The above Recitals are true and correct, and form a material part of this Agreement.

2. OUC DUTIES.

2.1. OUC shall provide lighting for Dedicated Roadways within the Property as more specifically indicated in this Agreement. In order to provide such service, OUC shall do the following:

2.1.1. To the extent not specified in this Agreement as Customer's responsibility, OUC shall provide and install standard lighting facilities, or, where agreed by Customer herein to share the increased procurement and operating costs, lighting facilities which are of a higher quality and better appearance than the type of public lighting facilities approved for funding by the City and installed by OUC (the "**Upgraded Lighting Facilities**"), all in accordance with this Agreement, the Initial Lighting Plan (as defined below in Subsection 2.3) and OUC specifications. Such installation by OUC shall include: poles, wires, fixtures and other associated parts and materials; all necessary wiring within conduits installed by Customer or its agents; and, the interconnection of such lighting facilities to electrical service required to provide lighting output for Dedicated Roadways within the Property. All such facilities, poles, wires, fixtures, associated parts and Upgraded Lighting Facilities (where agreed) shall be referred to together as the "**Lighting Facilities**".

2.1.2. OUC shall maintain and operate the Lighting Facilities within Dedicated Roadways (the "**Maintenance Service**") at no cost to Customer except for the Upgrade Costs (as defined in Section 3); and

2.1.3. OUC shall, to the extent permissible under applicable laws and regulations, provide electric service as necessary to operate the Lighting Facilities (the "**Electrical Service**") in accordance with OUC's published electric service tariffs.

2.2. The procurement and installation by OUC of the Lighting Facilities, the ongoing Maintenance Service and the Electrical Service are necessary to allow OUC to provide the lighting required by Customer within the Dedicated Roadways and shall all be provided by OUC as elements of a single service to Customer and shall be collectively referred to herein as the "**Lighting Service**".

2.3. The Customer and OUC hereby acknowledge that the Property is part of an overall residential subdivision known as **Laureate Park** which will be platted and developed in more than one phase (each referenced individually as a "**Phase**" and collectively as the "**Phases**"). The Lighting Facilities to be initially provided and installed by OUC under this Agreement are to allow OUC to provide Lighting Service for Dedicated Roadways within the Phase covered by this Agreement (the "**Current Phase**"). Lighting Facilities for the Current Phase shall be located and installed as more particularly depicted in the lighting construction plans set forth in **Schedule 2** attached hereto and incorporated herein by this reference (the "**Lighting Plan**").

2.4 A condition precedent to OUC's obligation to provide the Lighting Service under this Agreement with respect to the Current Phase is that all of the following shall have occurred (i) Customer must complete installation of Customer Lighting Facilities in compliance with the applicable Lighting Plan and OUC's required specification concerning the integrity and location of the Customer Lighting Facilities; and (ii) Customer must convey to OUC, or arrange for the conveyance by the party with authority to do so, any easements or right-of-way (which are not otherwise included in the dedicated public roadway property) necessary to allow OUC to install, operate and maintain the Lighting Facilities (the "**Service Conditions**").

3. CUSTOMER DUTIES.

3.1. The Customer shall, at its sole cost and expense, provide and install the conduits and junction boxes which may be required for the provision of the Lighting Service (collectively, the “**Customer Lighting Facilities**”), in such locations as more particularly set forth in the Lighting Plan for the Current Phase. For purposes of the ongoing duties and rights of the parties during the Term of this Agreement, after the initial installation of Customer Lighting Facilities by Customer for the Current Phase and acceptance by OUC, the Customer Lighting Facilities shall be treated as if included within the definition of Lighting Facilities for the Current Phase.

3.2. The Customer shall grant OUC, or shall cause the granting of, all easements or provide for right-of-way dedications (not otherwise included in the Dedicated Roadway property) which are necessary to allow OUC to provide the Lighting Service. The Customer shall ensure that OUC has unobstructed access to the Lighting Facilities that are not located within Dedicated Roadways, including, without limitation, trimming trees that may either obstruct the light output from the Lighting Facilities or that may obstruct or otherwise prevent OUC from providing the Lighting Service. OUC will use reasonable efforts to notify Customer of any obstructions that are preventing maintenance or operation of the Lighting Facilities, but OUC shall not have the right nor the obligation to trim any trees or otherwise remove any objects located outside of the Dedicated Roadways and which are obstructing the light output from the Lighting Facilities or obstructing or otherwise preventing OUC from providing the Lighting Service as contemplated in this Agreement. The Customer and OUC hereby acknowledge that the Lighting Facilities which shall be installed by OUC in accordance with the Lighting Plan and shall be located either (a) in Dedicated Roadways, which have been dedicated to the public pursuant to a plat, or (b) to the extent necessary, in easements granted in favor of OUC lying in areas adjacent to the roadways and streets which are granted pursuant to a separate instrument for the Current Phase.

3.3. The specifications for the Upgraded Lighting Facilities are more particularly described on **Schedule 2** attached hereto and incorporated herein by this reference. The Customer shall pay to OUC the Upgrade Costs associated with the Current Phase in the amount set forth in **Schedule 3** in accordance with Section 4 below. The parties agree that the Upgrade Costs as set forth in **Schedule 3** is comprised of the following costs associated with providing Lighting Service by means of Upgraded Lighting Facilities, during the Term:

3.3.1. The amount by which the cost of the procurement and installation by OUC of the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the procurement and installation by OUC of the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC at the sole cost and expense of the City, absent the Customer’s upgrade request (the “**Facilities Upgrade Cost**”).

3.3.2. The amount by which the cost of the Maintenance Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Maintenance Service for the customary Lighting Facilities which would have otherwise been installed by OUC, absent the Customer’s upgrade request (the “**Maintenance Upgrade Cost**”).

3.3.3. The amount by which the cost of the Electrical Service for the Upgraded Lighting Facilities within the Current Phase exceeds the cost of the Electrical Service for the customary style and grade of Lighting Facilities which would have otherwise been installed by OUC, absent the Customer’s upgrade request (the “**Electrical Upgrade Cost**”).

3.4. During the Term of this Agreement, the Customer shall promptly notify OUC of any Lighting Facilities in need of service by calling (407) 737-4222.

3.5. The Facility Upgrade Cost, Maintenance Upgrade Cost and Electrical Upgrade Cost

(together, referred to in total as the “Upgrade Costs”).

4. TERMS OF PAYMENT.

4.1. Customer shall make payment of the Upgrade Costs in accordance with the **Schedule 3** to this Agreement. If the Customer fails to pay any installment(s) of the Upgrade Costs by the due date of such payment or otherwise makes payment in a manner inconsistent with the OUC’s Administrative Policy Manual, as amended from time to time (the “Manual”), OUC shall provide the Customer with written notice of such failure, whereupon the Customer shall have ten (10) days within which to remedy such failure by making the required payment. In the event the Customer fails to make any payment within said ten-day period, OUC may suspend the provision of Electrical Service to the Current Phase until such time as the Upgrade Costs have been paid. If Customer’s failure to pay continues for a period of ninety (90) days after the expiration of the ten-day grace period, then OUC may resort to any available remedy at law or equity, including the partial termination of this Agreement.

4.2. OUC shall be entitled to make an annual adjustment to the Maintenance Upgrade Cost of up to three (3%) percent per year. Fuel and energy charges shall be based on the then applicable OUC tariff rates filed with the Florida Public Service Commission, as may be amended from time to time. Any such adjustments made by OUC as contemplated under this subparagraph 4.2 shall be made by written notice to Customer setting forth the new rates and associated revisions to the applicable Upgrade Costs (the “Increase Notice”). The Increase Notice must be received by the Customer thirty (30) days prior to the effective date of said annual adjustment.

4.3. The parties agree that the Customer shall be responsible for the payment of any sales, use, excise and other taxes (to the extent that OUC would otherwise be liable for same) that may apply to, or be imposed upon, the Facilities Upgrade Cost, the Maintenance Upgrade Cost or the Electrical Upgrade Cost or all of them. Furthermore, the parties agree that Facilities Upgrade Cost to be paid by the Customer to OUC pursuant to the terms of this Agreement is exclusive of all sales, use, excise, gross receipts or similar taxes or impositions, now due or as may be hereinafter assessed. Customer recognizes and agrees that it is ultimately responsible for the payment of all sales, use, excise, gross receipts and other taxes that may apply to, or be imposed upon, the transaction that is the subject of this Agreement, if any, irrespective of when such taxes may be charged or assessed against OUC. Any non-collection or non-assessment of such taxes by OUC contemporaneously with the occurrence of the transaction shall not waive, release or Diminish Customer’s ultimate responsibility for the payment thereof, irrespective of whether such taxes are later charged or assessed by applicable taxing authority(ies). Notwithstanding anything herein to the contrary, the Customer shall be entitled to any tax exemptions to which it may be entitled to from time to time as provided under the Florida law.

5. MUTUAL AGREEMENTS.

5.1. OUC, while exercising reasonable diligence at all times to furnish the Lighting Service hereunder, does not guarantee continuous Lighting Service and will not be liable for damages for any interruption, deficiency or failure of said Lighting Service, and reserves the right to reasonably interrupt said Lighting Service for necessary repairs to the Lighting Facilities, and to OUC lines and equipment. Notwithstanding any other provision of this Agreement, in no event shall OUC have any liability to Customer under this Agreement, whether based in contract, in tort (including negligence and strict liability) or otherwise, for: (a) any special, incidental, indirect, exemplary or consequential damages; (b) damages with respect to costs of capital, costs of replacement power, loss of profits or revenues, or loss of use of plant or equipment, irrespective

of whether such damages may be categorized as direct, special, consequential, incidental, indirect, exemplary or otherwise.

5.2. This Agreement may only be amended in writing, and such amendment must be executed with the same degree of formality as this Agreement.

5.3. OUC shall, at the request of the Customer, relocate the Lighting Facilities if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for payment of all reasonable costs and expenses associated with any relocation of the Lighting Facilities requested by the Customer.

5.4. OUC may at any time substitute bulbs in any luminaire/lamp installed hereunder, each such substitute bulb to be the same color and to have at least equal illuminating capacity and energy efficiency as the bulb replaced thereby.

5.5. OUC shall be responsible to repair or replace and assumes all risk of loss for any damage to any Lighting Facilities; provided, however, that notwithstanding the foregoing, the Customer hereby assumes all responsibility and shall indemnify OUC for the costs necessary to repair or replace any Lighting Facilities (i) that have been damaged due to the willful misconduct or negligence of an employee, agent, licensee or contractor of the Customer, and (ii) damaged for any reason by the Customer's employees, agents, licensees or contractors during the time period when active construction by Customer is ongoing. Upon completion of such construction activities by the Customer, risk of loss shall shift back to OUC except as set out in 5.5(i) above. In the event Customer is responsible for any required repair or replacement as described in the preceding sentence for which Customer has failed to cause such repair and replacement within fifteen (15) days after receipt of written notice of such damage from OUC, then OUC shall have the right to cause such repair and/or replacement whereupon Customer shall reimburse OUC for the actual, reasonable expenses incurred thereby within thirty (30) days of receipt of an invoice therefor. Title to the Lighting Facilities, shall remain with OUC at all times. Customer shall not possess or have any direction or control over the physical operation of the Lighting Equipment and the possession of the Lighting Equipment and the direction and control of the physical operation of Lighting Equipment shall be vested exclusively with OUC; however, OUC shall not, unless required by applicable laws, regulations or ordinances, permit third parties to install or affix, any telecommunications-related devices, antenna or related equipment on or to the Lighting Facilities for the first ten (10) years of the initial Term as to the Current Phase, unless used for, and limited to, the internal communications of OUC associated with OUC's operations or that of the City of Orlando. Notwithstanding anything herein to the contrary, OUC shall be entitled to any sovereign immunity defenses to which it may be entitled, and OUC does not in any way expand or waive limitations of liability afforded to OUC by virtue of its sovereign immunity.

5.6. Customer's obligations under this Agreement may not be assigned to a third party except with the written consent of OUC. No such permitted assignment shall relieve the Customer of its obligations hereunder until such obligations have been assumed by written agreement reasonably acceptable to OUC by any such permitted assignee and (if required by OUC) appropriate security for the payment obligations of the Customer under this Agreement has been provided by such entity.

5.7. This Agreement shall be governed and construed under the internal laws of the State of Florida. This Agreement supersedes all previous agreements or representations, either written, oral or otherwise between the Customer and OUC with respect to the Lighting Service, and constitutes the entire agreement between the parties relative to the provision by OUC of the Lighting Service. This Agreement does not create any rights or provide any remedies to third

parties or create any additional duty, obligation or undertakings by OUC to third parties.

5.8. The Electrical Service provided by OUC to the Customer in accordance herewith shall be subject to the procedures and policies described in the Manual. The Manual is on file with OUC. Copies of the Manual may be obtained by the Customer upon written request to OUC. Such policies and procedures shall be applied with respect to Electrical Service to the Property by OUC with the same interpretation, force and effect as applied to other customers of OUC from time to time subject to the Manual.

5.9. The parties hereby agree that OUC shall retain title to the Lighting Facilities during the Term and after this Agreement terminates. Upon any default by the Customer hereunder, other than as provided in Section 4.1 above, which shall remain uncured sixty (60) days after receipt by the Customer of OUC's written notice to the Customer of the same, OUC shall have the right to remove the Lighting Facilities in the Current Phase so long as such Lighting Facilities are simultaneously replaced with the City's standard lighting facilities (within Dedicated Roadways). In the event OUC elects to pursue its remedies as described in the preceding sentence, OUC shall be entitled to take possession of any or all items of the Lighting Facilities in the Current Phase and the Customer shall be responsible for the cost of removing such Lighting Facilities, with such work to be done by OUC and billed to the Customer; provided, further, that to the extent other services are being provided by OUC to Customer and are billed along with Lighting Services on a combined service bill, then the payment shortfall may cause such other services to be terminated or suspended as well in accordance with OUC's Administrative Policy Manual.

5.10. The Customer shall keep the Lighting Facilities free and clear of all levies, liens, and encumbrances imposed by or through the Customer. The Customer shall not lease, sublease, mortgage, or otherwise encumber, remove, or suffer to be removed any of the Lighting Facilities and shall not, without OUC's permission, permit any party other than OUC to operate or maintain the Lighting Facilities.

5.11. This Agreement shall inure to the benefit of, and be binding upon the successors and permitted assigns of the Customer and OUC.

5.12. The "**Effective Date**" of this Agreement shall be the date on which the last of Customer and OUC have executed this Agreement. This Agreement shall have an initial term of twenty (20) years (the "**Initial Term**"). The Term for the Current Phase shall begin on the date which is the earlier of (a) the date on which Customer elects to have OUC energize earlier Lighting Equipment installed prior to completion of installation of the final Lighting Facilities for the Current Phase, or (b) the date on which the final Lighting Equipment for the Current Phase is energized (the "**Commencement Date**"). The Term for the Current Phase shall end twenty (20) years after the Commencement Date. At Customer's election, upon written notice to OUC prior to the expiration of the Initial Term, may be renewed up to two (2) times for a period not to exceed five (5) years for each renewal period ("Subsequent Terms"). For purposes hereof, the Initial Term and each Subsequent Term, if any, shall be referred herein collectively as the "**Term**". During any Subsequent Term, Customer shall only be required to pay for the Maintenance Upgrade Cost for the Lighting Facilities. OUC agrees that after the Initial Term and any renewal period exercised by Customer, Customer may let the then current term expire in which case OUC may install standard street lighting and Customer shall not be required to pay for the cost of the Electrical Service (including fuel and energy charges) associated with the Lighting Facilities remaining within Dedicated Roadways at the end of the Initial Term or expiration of the Subsequent Term, whichever is applicable. If Customer chooses not to extend the use of the Upgraded Lighting Facilities, the Customer shall be responsible for the cost of removing the Upgraded Lighting Facilities, with such work to be done by OUC and billed to the Customer.

Prior to the installation of a full complement of Lighting Equipment for the Current Phase, the Customer may request in writing to OUC that those Lighting Facilities then installed be energized for operation as completed by OUC rather than waiting for the full complement of Lighting Equipment to be energized. In such case, if OUC agrees that operating those Lighting Facilities does not create a safety issue or impede installation of the remaining Lighting Facilities, then OUC will energize Lighting Facilities as they are completed. OUC shall begin invoicing for Lighting Services as provided under this Agreement based on the Commencement Date. Such billing shall be based on an adjusted Upgrade Cost for each billing period, with such adjusted Upgrade Cost calculated based the proportion of Lighting Facilities in service during that billing period to the total number of Lighting Facilities on which the Upgrade Cost has been calculated by OUC for that Phase (“**Proportional Upgrade Cost**”).

5.13. The Customer shall have the right, from time to time as the Customer shall deem appropriate, to hang banners, signs, flags and holiday decorations (collectively the “**Banners**”) from banner arms to be attached by the Customer to the Lighting Facilities; provided, however, that same shall comply in all respects with applicable laws and regulations. Said banner arms shall be of the type and size consistent with the wind loading capabilities of the Lighting Facilities and shall be pre-approved by OUC (the “**Banner Arms**”). The Customer shall be responsible for acquiring, installing and maintaining all the Banner Arms. The Customer shall be responsible to repair or replace (and assumes all risk of loss) for any damage to any Banner Arms.

Notwithstanding anything herein to the contrary, in the event the Lighting Facilities are damaged by the Banners or the Banner Arms the Customer shall be liable to OUC for said damage. OUC shall not be liable for any permits, fees or liabilities (of whatever kind or nature) related to the Banner Arms or the Banners placed thereon, including but not limited to the content of Banners. Notwithstanding anything herein to the contrary, the parties agree that OUC shall not be liable for any claim, demand, liability, judgment, action or right of action, of whatever kind or nature, either in law or equity, arising from or by reason of any type of liability including but not limited to contractual liability, bodily injury or personal injuries, death, or occurrence due to placement of the Banners and/or the Banner Arms on the Lighting Facilities. Customer shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from disease or death of third parties (including OUC employees and agents), or damage to property caused by placement of Banners and the Banner Arms by the Customer on the Lighting Facilities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

NOW, THEREFORE the parties enter into this Agreement as of the dates of execution indicated below.

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

**MIDTOWN
IMPROVEMENT DISTRICT**

By: _____

Name: _____

Title: _____

Pursuant to Section 117.05(13)(a), Florida Statutes, the following notarial certificates are sufficient for an acknowledgment in a representative capacity:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority, e.g. officer, trustee, attorney in fact) and who acknowledge that she/he executed the foregoing instrument on behalf of _____ (name of party on behalf of whom instrument was executed). She/he is personally known to me or had produced _____ as identification.

(Notary Seal)

Notary Public

Print Name: _____

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

ORLANDO UTILITIES COMMISSION

Name: _____

Name: _____

By: _____

Clint Bullock
General Manager & CEO

FOR THE USE AND RELIANCE
OF OUC ONLY: APPROVED
AS TO FORM AND LEGALITY

Attest: _____

Name: _____

Attorney for OUC

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 20____, by CLINT BULLOCK, as General Manager, CEO of **ORLANDO UTILITIES COMMISSION**, a Florida statutory commission, on behalf said Commission. He is personally known to me or has produced _____ as identification.

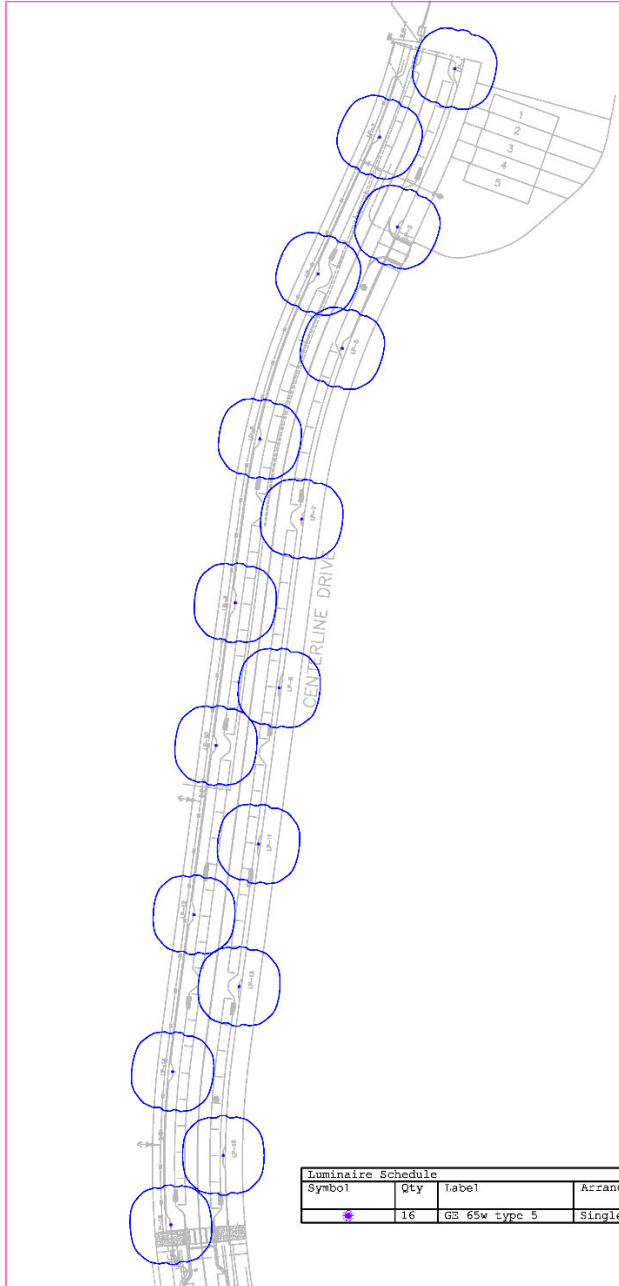
(Notarial Seal)

Notary Public, State of Florida


Print Name: _____

SCHEDULE 1 THE PROPERTY

All private/public roadways and easements within **CENTERLINE DRIVE SEGMENT F**, according to the plat thereof, as recorded in **Plat Book 107, Pages 131-133**, of the Public Records of Osceola County, Florida.



Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Description	Luminaire watts	Mounting Height
*	16	GS 65w type 5	Single	EPTC02_07A40	65	17



O.U.C.
Lighting
6003 Pershing Ave.
Orlando, FL 32822
(407) 737-4234

WORK ORDER # 718508

JOB NAME: CENTERLINE SEGMENT F

LOCATION: LAUREATE PARK

JOB TYPE:	REVISION	REVISION DATE
LCONTRACT	X	00-00-00
ENGINEER: RIC DY-LIACCO	X	00-00-00
SCALE: 1" = 80'	X	00-00-00
DATE: 08-15-23	X	00-00-00

FIXTURESTYLE: LED POST TOP PAGE: 1 OF 1

JURISDICTION: CITY OF ORLANDO

COVERAGE: CONTRACT

CONTROLLER: N

PHOTOMETRIC PLAN

SCHEDULE 2

CURRENT PHASE LIGHTING PLAN

(16) 20' (16' MH) ROUND ALUM POLE DB 3.5" TENON GE BLACK, BASE COVER
[036-27517]

(16) LED GE EVOLVE POST TOP, TYPE 5, BLACK, 4" OD, 7-PIN
[036-23224]

Customer installs conduit with pull string and junction boxes per OUC specifications

SCHEDULE 3

CURRENT PHASE UPGRADE COST PAYMENT TERMS

MONTHLY INSTALLMENT:

During the Term of the Agreement, the Customer shall pay to OUC the Upgrade Cost for the initial Phase in aggregate monthly installments of \$960.16. Such aggregate monthly installments shall be exclusive of any and all applicable sales, use, excise, gross receipts or similar taxes or impositions. The monthly due date indicated in OUC's invoice to the Customer for the Upgrade Cost shall be in accordance with billing procedures set out in the Manual.

ADDITIONAL CHARGES:

The Upgrade Cost may be adjusted annually in accordance with Section 4.2 of this Agreement.

Midtown Improvement District

**Fiscal Year 2023 Audit Engagement Letter
with Grau & Associates**



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

September 15, 2023

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, 2023. We will audit the financial statements of the governmental activities and each major fund (general, debt service, capital projects, and special revenue funds), including the related notes to the financial statements, which collectively comprise the basic financial statements of Midtown Improvement District as of and for the fiscal year ended September 30, 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

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

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

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

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

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

Audit Objectives

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

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

Examination Objective

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required

to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

The auditor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, the auditor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, the auditor must:

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

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

This agreement provides for a contract period of one (1) year with the option of two (2) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$5,000 for the September 30, 2023 audit. The fees for the fiscal years, 2024 and 2025 will not exceed \$5,200 and \$5,400, respectively unless there is a change in activity by the District which results in additional audit work or if 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. If the information is timely provided, the District shall receive a draft by May 15, 2024, and if the draft is timely reviewed by Management, the District shall receive the final audit by June 15, 2024.

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 2022 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: SEPTEMBER 19, 2023 _____



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



Peer Review
Program

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

March 17, 2023

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 March 16, 2023, 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, 2025. 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

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

Midtown Improvement District

Egis Insurance Package for FY 2024



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Midtown Improvement District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

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

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

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

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123801

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

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

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

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		
	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

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

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

TOTAL PROPERTY PREMIUM

\$286

Extensions of Coverage

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

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

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

CRIME COVERAGE

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

Deadly Weapon Protection Coverage

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

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

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

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

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



PREMIUM SUMMARY

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

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123801

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$286
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$2,956
Public Officials and Employment Practices Liability	\$2,419
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$5,661

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

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

Midtown Improvement District

(Name of Local Governmental Entity)

By: *Richard Levey*
Signature

Richard Levey
Print Name

Witness By: *Jennifer L. Walden*
Signature

Jennifer L. Walden
Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

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

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

Signature: [Handwritten Signature] Date: 10.3.23

Name: Richard Levey

Title: Chairman



Midtown Improvement District

Policy No.: 100123801
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built	Eff. Date	Building Value		Total Insured Value	
			Const Type	Term Date	Contents Value			
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt	
1	Decorative Monuments (2)		2018	10/01/2023	\$25,000			\$25,000
	Tavistock Lakes Blvd (near Benavente Ave) Orlando FL 32827		Masonry non combustible	10/01/2024				
			Total:	Building Value \$25,000	Contents Value \$0	Insured Value \$25,000		

Sign: _____

Print Name: Richard Levey

Date: 10.3.23

Midtown Improvement District

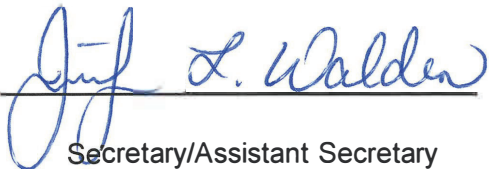
**Payment Authorizations
Nos. 93 – 101**

MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #093

8/4/2023

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction August Administrator & Irrigation Specialist	38344	\$,139.99
2	Brightview Landscape August Landscaping	8515570	\$ 5,554.98
	Cepra Landscape August Section 1 Landscaping	O-S4593	\$,722.25
	August Section 3 Landscaping	O-S4594	\$,428.59
	Donald W McIntosh ssociates Engineering Services Through 7/14/2023	44499	\$ 321.02
	PFM Group Consulting June Billable Expenses	6180	\$ 51.80
	June Reimbursables	OE-EXP-07-2023-24	\$ 66
TOTAL			\$ 10,229.29


Secretary/Assistant Secretary


Chairperson

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

RECEIVED
By Amanda Lane at 10:23 am, Aug 11, 2023

Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavstock.com,
O=Tavstock Development Co.,
CN=Daniel J. Young
Date: 08.09
1: 5:00

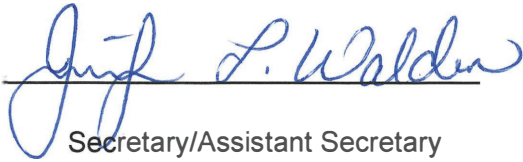
Daniel J Young

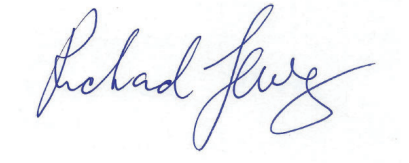
MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #094

8/11/2023

Item No.	Payee	Invoice Number	General Fund
1	OUC Acct: 5032993173 ; Service 07/03/2023 - 8/03/2023	--	\$,572.33
2	PFM Group onsulting DM Fee: July 2023	DM-07-2023-31	\$,916.67
TOTAL			\$ 7,489.00


Secretary/Assistant Secretary


Chairperson

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

RECEIVED

By Amanda Lane at 4:24 pm, Aug 17, 2023

Daniel J. Young

Digitally signed by Daniel J. Young
DN: C=US,
E=dan_young@pfm.com,
O=Tav stock development Co.,
CN=Daniel J. Young
Date: 2023.08.16
07:08:28-0400

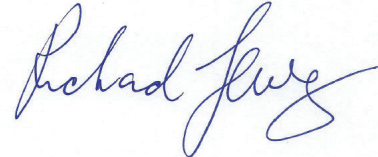
MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #095

8/18/2023

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District July ICM Expenses	ICM2023-10	\$,899.86
2	Kutak Rock General Counsel Through 7/31/2023	66055	\$,302.66
	Orlando Sentinel Legal Advertising on 7/30/2023, 8/06/202 3 (Ad: 7468734)	OSC77477217	\$ 549.50
	Supervisor Fees - 08/15/2023 Meeting Richard Levey	--	\$.00
TOTAL			\$,952.02


Secretary/Assistant Secretary


Chairperson

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

RECEIVED

By Amanda Lane at 4:50 pm, Aug 24, 2023

Daniel . Young

Digitally signed by Daniel J. Young
DN: c=US, e=dan.young@tavistock.com,
o=Tavistock Development Co., cn=Daniel J. Young
Date: 0.08.22 07:03:46-0400

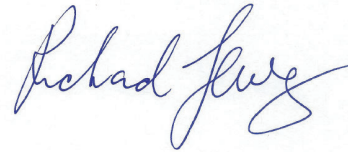
MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #096

8/25/2023

Item No.	Payee	Invoice Number	General Fund
1	PFM Group onsulting August DM Fee	DM-08-2023-31	\$,916.67
TOTAL			\$ 2,916.67


Secretary/Assistant Secretary


Chairperson

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

RECEIVED
By Amanda Lane at 9:37 am, Aug 29, 2023

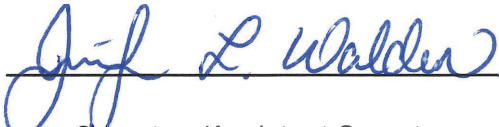
Daniel J. Young
Digitally signed by Daniel J. Young
DN: cn=DJY, email=edaniel.young@tavistock.com,
o=Tavistock Development Co., cn=Daniel J. Young
Date: 02 08 2023
9 05:00

MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #097

9/1/2023

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction September Administrator & Irrigation Specialist	39071	\$,139.99
2	Boggy Creek Improvement District August ICM Fees	ICM2023-11	\$,916.31
3	BrightView Landscape Services June Irrigation Inspection	8460851	\$ 92.48
4	Donald W McIntosh Associates Engineering Services Through 8/11/2023	44627	\$ 698.64
TOTAL			\$,047.42


Secretary/Assistant Secretary


Chairperson

Midtown Improvement District
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RECEIVED
By Amanda Lane at 3:07 pm, Sep 05, 2023

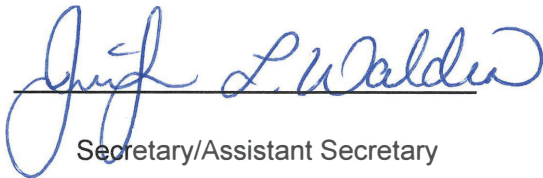
Daniel J. Young
Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavistock.co
O=Tavistock Development
Co., CN=Daniel J. Young
Date: 2023.09.05
17:23:40

MIDTOWN IMPROVEMENT DISTRICT

Payment uthorization #098

9/8/2023

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	September Section 2 Landscaping	8561420	\$ 5,554.98
2	Cepra Landscape		
	August Centerline Controller MI Repairs	O-S4649	\$,169.00
	September Section 1 Landscaping	O-S4685	\$,722.25
	September Section 3 Landscaping	O-S4686	\$,428.59
	August Controller Doisy MI Repairs Zones 67-91	O-S4752	\$,550.00
	August Troubleshooting Labor for Short on Doisy 2 Wire Controller	O-S4755	\$ 480.00
	OUC		
	Acct: 5032993173 ; Service 08/03/2023 - 9/05/2023	--	\$ 4,177.29
TOTAL			\$ 17,082.11



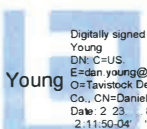
 Secretary/Assistant Secretary



 Chairperson

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

RECEIVED
 By Amanda Lane at 11:36 am, Sep 11, 2023


 Digitally signed by Daniel J. Young
 DN: C=US,
 E=dan.young@tavistock.co
 O=Tavistock Development
 Co., CN=Daniel J. Young
 Date: 2023.09.11 11:50:04

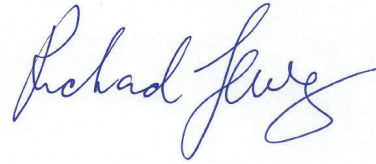
MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #099

9/15/2023

em No.	Payee	Invoice Number	General Fund
1	PFM Group Consulting September DM Fees August Postage	DM-09-2023-31 OE-EXP-09-2023-21	\$,916.63 \$ 52
TOTAL			\$ 2,919.15

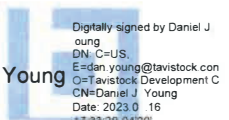

Secretary/Assistant Secretary


Chairperson

Midtown Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 0
Orlando, FL 32817
LaneA@pfm.com // (407) -5925

RECEIVED
By Amanda Lane at 11:21 am, Sep 19, 2023

Daniel J. Young

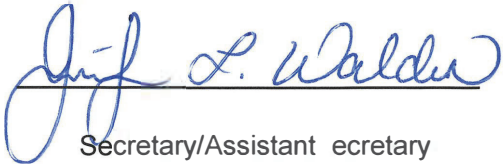

Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development C
CN=Daniel J. Young
Date: 2023.09.19 11:21:21 -0400

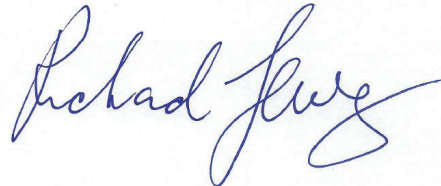
MIDTOWN IMPROVEMENT DISTRICT

Payment authorization #100

9/22/2023

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services September Irrigation Inspection	597557	\$ 156.49
2	PFM Group Consulting August Billable Expenses	126846	\$ 64.25
TOTAL			\$ 220.74


Secretary/Assistant Secretary


Chairperson

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

RECEIVED
By Amanda Lane at 2:16 pm, Sep 27, 2023

Digitally signed by Daniel J. Young
DN: c=US, o=Tavistock Development Co., CN=Daniel J. Young
Date: 2023.09.27.14:16:00

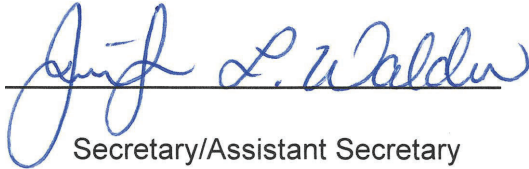
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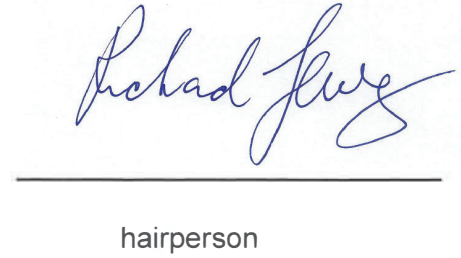
MIDTOWN IMPROVEMENT DISTRICT

Payment Authorization #101

9/29/2023

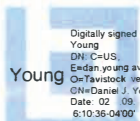
Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates Engineering Services Through 09/08/2023	44766	\$ 321.02
TOTAL			\$ 321.02


Secretary/Assistant Secretary


Chairperson

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

RECEIVED
By Amanda Lane at 4:36 pm, Oct 03, 2023


Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@midtownimprovement.com,
O=Midtown Improvement District,
CN=Daniel J. Young
Date: 02.09.23
6:10:36-0400

Midtown Improvement District

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

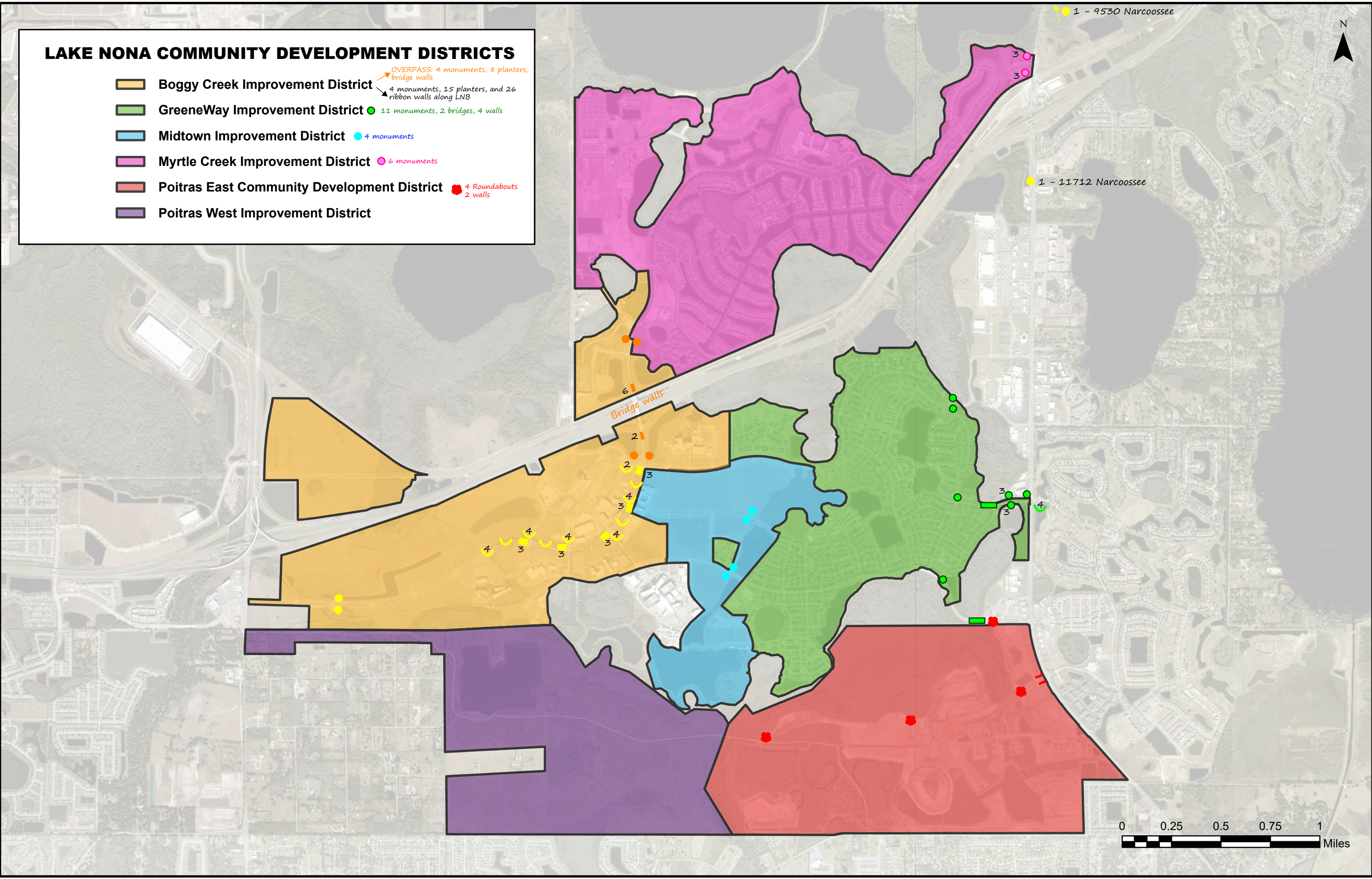
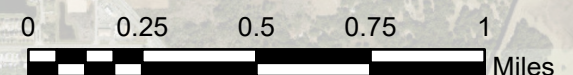
LAKE NONA COMMUNITY DEVELOPMENT DISTRICTS

- Boggy Creek Improvement District**
 - ↗ OVERPASS: 4 monuments, 8 planters, bridge walls
 - ↘ 4 monuments, 15 planters, and 26 ribbon walls along LNB
- GreeneWay Improvement District** ● 11 monuments, 2 bridges, 4 walls
- Midtown Improvement District** ● 4 monuments
- Myrtle Creek Improvement District** ● 6 monuments
- Postras East Community Development District** ● 4 Roundabouts
● 2 walls
- Postras West Improvement District**

● 1 - 9530 Narcoossee

● 1 - 11712 Narcoossee

Bridge walls



WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This Work Authorization (the “**Work Authorization**”), dated 10/2/2023, 2023, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE MIDTOWN IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the “**Agreement**”), dated July 20, 2021, by and between:

Midtown Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “**District**”); and

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

Monuments & ribbin wall

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

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

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

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

MIDTOWN IMPROVEMENT DISTRICT

Secretary

By: _____
Its: _____

BERMAN CONSTRUCTION, LLC

Victor Polanco

Witness

By: Victor Polanco - Project Manager
Its: _____

Exhibit A: Proposal/Scope of Services



BERMAN

Date of proposal: October 2, 2023
Client: Midtown Improvement District
Project: Pressure Washing Quarterly
Scope: Pressure washing monuments and ribbon walls

Berman proposes the following scope of work and specifications:

- A. Pressure washing monuments and ribbon wall** – Supply all materials, equipment, and labor to pressure wash the 4 monuments (2 on Tavistock Lakes Blvd near Benavente, 2 on Laureate Blvd near Hitchings).

Total Project Costs \$550.00

Estimated Time of Completion – Work will be completed in the most expedient time frame possible.

Payment Schedule: Upon Completion

Additional Notes: Berman Construction State of Florida CGC # 1518721

All labor work is guaranteed for 1 year. Any work defects due to poor craftsmanship will be repaired at contractor's expense. Any defect or poor craftsmanship of an installed product will be subject to manufacturer's warranty. If any dispute arises as a result of this contract, then parties agree to seek binding arbitration as outlined by State of FL contracting policies. Berman Property Maintenance & Construction/ Berman Construction LLC is not responsible for damage to personal property as a result of accepted construction practices and such was not caused from negligent behavior or practices.

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

Agent for owner (print name and signature)

Berman Property Maintenance & Construction
By, Katie Harmer, Vice President

Midtown Improvement District

District's Financials
(provided under separate cover)