

Midtown Improvement District

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

<https://midtownid.com>

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, February 17, 2026, 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: pfmcd.d.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 January 20, 2026, Board of Supervisors' Meeting**
2. **Discussion of Construction Committee Member Vacancy**

Business Matters

3. **Consideration of Interlocal Agreement for Right-of-Way Maintenance with the City of Orlando**
4. **Consideration of OUC Lighting Installation, Upgrade and Service Agreement for Centerline Drive Segments C & D**
5. **Consideration of Proposals for Trail Repairs (provided under separate cover)**
6. **Consideration of District Engineer Fee Schedule Increase Letter**
7. **Ratification of Operation and Maintenance Expenditures Paid in January 2026 in an amount totaling \$32,878.00**
8. **Recommendation of Work Authorizations/Proposed Services (if applicable)**
9. **Review of District Financials**

Other Business

- A. Staff Reports
 - a) District Counsel
 - b) District Manager
 - c) District Engineer
 - d) Construction Supervisor
 - e) Landscape Supervisor
 - f) Irrigation Supervisor
- B. Supervisor Requests

Adjournment



Midtown Improvement District

**Minutes of the January 20, 2026,
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, January 20, 2026, at 3:34 p.m. at 6900 Tavistock Lakes Blvd., Ste. 200, Orlando, FL 32827.

Present:

Richard Levey	Chair
Rob Adams	Vice Chair
Brent Schademan	Assistant Secretary
Ron Domingue	Assistant Secretary
Damon Ventura	Assistant Secretary

Also Attending:

Jennifer Walden	PFM
Amanda Lane	PFM
Blake Firth	PFM
Tucker Mackie	Kutak Rock
Bob Schanck	Donald W. McIntosh Associates
Jeff Newton	Donald W. McIntosh Associates
Will Stafford	Tavistock
Chris Wilson	Tavistock
Rudy Bautista	Tavistock
DJ Batten	Berman
Edgard Morales	Berman
Samantha Sharenow	Berman
Carlos Negron	Berman
Eddie Padua	Berman
Pete Fussell	Berman

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Levey called for public comments and noted there were no public comments.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
November 18, 2025, Board of
Supervisors' Meeting**

The Board reviewed the minutes of the November 18, 2025, Board of Supervisors' Meeting.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Minutes of the November 18, 2025, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS**Resolution 2026-01, Amending the Annual Meeting Schedule for Fiscal Year 2026**

Ms. Walden explained that District staff would like to move the March Construction Committee Meeting from March 12, 2026, to March 5, 2026, and is the only change to the Annual Meeting Schedule for FY 2026.

On motion by Mr. Adams, seconded by Mr. Ventura, with all in favor, the Board of Supervisors for the Midtown Improvement District approved Resolution 2026-01, Amending the Annual Meeting Schedule for Fiscal Year 2026 with moving the March 12, 2026 Construction Committee Meeting to March 5, 2026.

FIFTH ORDER OF BUSINESS**Discussion of Construction Committee Member Vacancy**

Ms. Walden noted that Mr. Hudson Larson resigned effective January 15, 2026. There are no current recommendations to fill the vacancy so this item will be tabled.

SIXTH ORDER OF BUSINESS**Consideration of Appointment of Auditor Selection Committee**

Ms. Walden explained that the Auditor Selection Committee needs to be appointed by the Board. District staff recommends appointing the five Board Members to the Auditor Selection Committee.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District appointed the five Board Members to the Auditor Selection Committee.

SEVENTH ORDER OF BUSINESS**Recommendation from Construction Committee on Items to Address from District Infrastructure Assessment Report**

Mr. Schanck noted that there are no current items of immediate concern and the Board reviewed the photos in the report to see if there were any items they would like addressed. The Board decided that they would like Berman to obtain proposals for the items to be addressed in photos 18, 21 and 25.

EIGHTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in November 2025 in an amount totaling \$6,712.39

The Board reviewed O&M Expenditures paid in November 2025. Dr. Levey noted these have already been approved and need Board ratification.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District ratified the Operation and Maintenance Expenditures paid in November 2025 in an amount totaling \$6,712.39.

NINTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in December 2025 in an amount totaling \$54,776.56

The Board reviewed O&M Expenditures paid in December 2025.

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the Board of Supervisors for the Midtown Improvement District ratified the Operation and Maintenance Expenditures paid in December 2025 in an amount totaling \$54,776.56

TENTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Mr. Newton stated there is a Work Authorization from Avcon (Minutes Exhibit A) that was included in the Greenway Improvement District agenda package as it was addressed to the incorrect District. It's in the amount of \$2,360.00 for the Centerline Drive Segment D culverts which require additional site visits.

On motion by Mr. Schademan, seconded by Mr. Adams, with all in favor, the Board of Supervisors for the Midtown Improvement District approved the Work Authorization with Avcon in the amount of \$2,360.00 for Centerline Drive Segment C & D Pipe Endwall.

ELEVENTH ORDER OF BUSINESS**Review of District's Financials**

Ms. Walden noted the financials are updated through the end of December. The District has spent approximately 15.5% of the adopted budget so far. No action is required.

TWELFTH ORDER OF BUSINESS**Staff Reports**

<u>District Counsel</u> –	Ms. Mackie stated that emails related to legislation called Capitol Conversations have started circulating and to please reach out with any questions or if you are not receiving the emails so her team can add the appropriate individuals to the distribution list.
<u>District Manager</u> –	Ms. Walden noted the next meeting is scheduled for Tuesday, February 17, 2026.
<u>District Engineer</u> –	No report.
<u>Construction Supervisor</u> –	No report.
<u>Landscape Supervisor</u> –	No report.
<u>Irrigation Supervisor</u> –	No report.

THIRTEENTH ORDER OF BUSINESS**Supervisor Requests**

There were no Supervisor requests.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

On motion by Mr. Adams, seconded by Mr. Schademan, with all in favor, the January 20, 2026, Meeting of the Board of Supervisors for the Midtown Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

MINUTES EXHIBIT A

RECOMMENDATION FOR WORK AUTHORIZATION / PROPOSED SERVICES

DATE:
January 13th, 2026

TO: Greeneway
Improvement District

PROJECT NAME
Centerline Drive, Segment C&D Pipe Endwall

BY: 
Dan Young, Chairman
PECDD Construction Committee

DESCRIPTION	YES	NO
Is work pursuant to an existing agreement?	X	
Name of Agreement?		
Project included in District Capital Improvement Plan?	X	
Are services required contemplated in Capital Improvement Plan?	X	
Is this a continuation of previously authorized work?	X	
Proposal attached?	X	
Form of Agreement Utilized? <i>Proposal</i>		
Amount of Services? \$2,360		
Recommendation to Approve?	X	

CC: JENNIFER WALDEN, TUCKER MACKIE, JEFFREY NEWTON, LYNNE MULLINS



AVCON, INC.
ENGINEERS & PLANNERS

January 12, 2026

5555 E. Michigan Street
Suite 200
Orlando, FL 32822-2779
Phone: (407) 599-1122
Email: avcon@avconinc.com
www.avconinc.com

Jeffrey J. Newton, P.E.
District Engineer
Greeneway Improvement District
12051 Corporate Boulevard
Orlando, FL 32817

Via email: jjnewton@lja.com

Subject: Centerline Drive Segments A-D – Segment D Pipe Endwall Add Service
Greeneway Improvement District

Dear Chairman, Board of Supervisors:

This letter documents additional post-design services requested by the Owner beyond the two (2) periodic site visits included in our existing Structural Engineering Services Agreement dated October 19, 2021. The Contractor anticipates a total of four (4) site visits will be needed to fully inspect the two pipe headwalls during construction.

At the Owner's request, two (2) additional site visits will be performed by the Engineer or the Engineer's authorized representative to observe construction of the two (2) pipe headwalls.

Scope of Additional Site Visits

The additional site visits will be limited to periodic observations of the following items at the time of the visit only:

- A. Installed reinforcing steel for the pipe headwalls
- B. Reinforcing bar size, spacing, layout, and general configuration
- C. Clear cover, clear spacing, and overall reinforcing dimensions
- D. General conformance with the structural drawings and details prepared by the Engineer of Record

Upon completion of the site visits, the Engineer will provide a written report summarizing the observations made during the visits.

Limitations of Services

The additional site visits and resulting reports are subject to the following limitations:

- A. Observations are periodic and not continuous or full-time inspections.
- B. The Engineer does not direct, control, or have responsibility for construction means, methods, sequencing, safety procedures, or contractor workmanship.
- C. Observations are based solely on conditions visible at the time of each visit; no representations are made regarding work performed before or after the visit.
- D. No special inspections, materials testing, or verification of concealed conditions are included unless specifically authorized in writing.
- E. Responsibility for compliance with the Contract Documents remains with the Contractor.

Final Structural Certification

As part of the requested Additional Services, the Engineer will provide a final structural certification letter for the multi-pipe concrete headwall upon completion of construction.

The certification will be based upon the Engineer's professional services for the referenced project, which included periodic site visits, review of material and shop drawing submittals, and review of the Contractor's as-built record drawings submitted at project completion.

Compensation:

Greeneway Improvement District will compensate AVCON, Inc. pursuant to the hourly rate schedule contained in the Structural Engineering Agreement. An estimated hourly schedule is attached. The total add-service lump sum fee is **Two Thousand Three Hundred and Sixty Dollars (\$2,360.00)**. The District will reimburse AVCON, Inc. all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Structural Engineering Agreement.

Thank you for considering AVCON for your consulting needs, we look forward to helping you complete this quality project.

Sincerely,
AVCON, Inc.

Dominick Fiorentino III, P.E.
Structures Design Manager

Attachments: Approved Hourly Rates
Manhour Fee Estimate

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Greeneway Improvement District

Date: _____

EXHIBIT B

AVCON

**AVCON, INC.
ENGINEERS & PLANNERS**

5555 E Michigan Street, Suite 200

Orlando, Florida 32822-2779

Phone: (407) 599-1122

Fax: (407) 599-1133

www.avconinc.com

**Greenway
Improvement District
HOURLY RATE
COMPENSATION**

<u>Position Description</u>	<u>2019 Contract Billing Rate</u>
Principal	\$250.00
Project Manager	\$200.00
Senior Engineer	\$175.00
Engineer	\$150.00
Technician	\$100.00
Clerical	\$60.00

DATE: 9/26/2019

Estimator : Dominick Fiorentino
12-Jan-26

Proposal to: **Greenway Improvement District**

Consultant: AVCON, INC.

Centerline Drive Segment-D Pipe Endwall Add Service

No./ACTIVITY	Principal		Project Manager		Senior Engineer		Engineer		Clerical		TOTAL	
	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man-hours By Activity	Salary By Activity
Pipe Endwall Design Phase												
Meeting Attendance (1)	0.00	250.00	0.00	200.00	0.00	175.00	0.00	150.00	0.00	60.00	0.00	0.00
Roadway/Geotechnical Design Coordination	0.00	250.00	0.00	200.00	0.00	175.00	0.00	150.00	0.00	60.00	0.00	0.00
90% CDs Submittal	0.00	250.00	0.00	200.00	0.00	175.00	0.00	150.00	0.00	60.00	0.00	0.00
90% CDs Review Comments	0.00	250.00	0.00	200.00	0.00	175.00	0.00	150.00	0.00	60.00	0.00	0.00
100% CDs Submittal	0.00	250.00	0.00	200.00	0.00	175.00	0.00	150.00	0.00	60.00	0.00	0.00
QA/QC	0.00	250.00	0.00	200.00	0.00	175.00	0.00	150.00	0.00	60.00	0.00	0.00
Sub-Total											0.00	\$0.00
Pipe Endwall Post Design Phase												
Response to Contractor RFIs	0.00	250.00	0.00	200.00	0.00	175.00	0.00	150.00	0.00	60.00	0.00	0.00
Review Shop Drawings	0.00	250.00	0.00	200.00	0.00	175.00	0.00	150.00	0.00	60.00	0.00	0.00
Site Visits (2)	0.00	250.00	0.00	200.00	0.00	175.00	0.00	150.00	0.00	60.00	0.00	0.00
Additional Site Visits (2)	0.00	250.00	4.00	200.00	4.00	175.00	0.00	150.00	0.00	60.00	8.00	1,500.00
Review Contractor provided As-builts/Documents	0.00	250.00	3.00	200.00	0.00	175.00	0.00	150.00	0.00	60.00	3.00	600.00
Project Closeout Certification Letter	0.00	250.00	1.00	200.00	0.00	175.00	0.00	150.00	1.00	60.00	2.00	260.00
Sub-Total											13.00	\$2,360.00
Total Man-hours	0.00		8.00		4.00		0.00		1.00		13.00	\$2,360.00



Midtown Improvement District

Construction Committee Member Vacancy



Midtown Improvement District

**Interlocal Agreement for Right-of-Way Maintenance
with the City of Orlando**

Prepared by and return to:
Tucker F. Mackie, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

INTERLOCAL AGREEMENT FOR RIGHT-OF-WAY MAINTENANCE

THIS INTERLOCAL AGREEMENT FOR RIGHT-OF-WAY MAINTENANCE (the “Interlocal Agreement”), dated this _____ day of _____ 2026, is entered into by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the “City”), and the **MIDTOWN IMPROVEMENT DISTRICT**, a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (the “District”).

WITNESSETH:

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Chapter 190, *Florida Statutes* (the “Act”), and is limited to the performance of those specialized functions authorized by the Act and City Ordinance No. 2021-33 establishing the District (the “Ordinance”); and

WHEREAS, pursuant to the Ordinance and the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the District, in accordance with its plan for development, has constructed and/or acquired certain roadway, transportation, pedestrian, landscaping and aesthetic improvements in rights-of-way both within and adjacent to the District, and a portion or portions of these rights-of-way and associated improvements have been dedicated to, and accepted by, the City (such rights-of-way that have been accepted, and are in fact owned, by the City now or in the future, shall be referred to herein as the “**City ROW**”), while other rights-of-way may be dedicated to the City in the future (the “**Future City ROW**”); and

WHEREAS, both the City ROW and potential Future City ROW are depicted on **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the City is ultimately responsible for maintenance of the City ROW and, upon the City’s final acceptance of any portion of the Future City ROW, will also be responsible for maintenance of that accepted portion of Future City ROW, which thereafter becomes City ROW; and

WHEREAS, the City has previously expressed its consent to allow the District to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain enhanced systems and facilities including, but not be limited to, monument or other signage, decorative walls and lighting, street light poles and fixtures, certain parkway drains, irrigation systems, landscaping, trees, sod and other plantings, all within the City ROW and Future City ROW (the “**Enhanced Improvements**”); and

WHEREAS, the City has no particular objection to the placement of said Enhanced Improvements provided that (i) the City has first granted approval of an improvement plan for the subject right-of-way; and (ii) the City retains plenary authority to remove the Enhanced Improvements, or have the Enhanced Improvements removed, for the benefit of the public should circumstances so require in the future pursuant to the terms of this Agreement; and

WHEREAS, although the City will retain ultimate responsibility for the maintenance of the City ROW and all Enhanced Improvements therein, the parties desire that the District shall, subject to the provisions hereof, maintain the Enhanced Improvements within City ROW to a higher standard than the City would otherwise; and

WHEREAS, pursuant to Section 190.012(1)(g) of the Act, installation of the Enhanced Improvements and associated operation and maintenance may be undertaken by the District if the Enhanced Improvements are the subject of this Interlocal Agreement between the District and a governmental entity and are consistent with the comprehensive plan of the City; and

WHEREAS, it is in the mutual interest of the City and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services in and around the District; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969” (hereinafter, the “**Cooperation Act**”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the City and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the City and the District desire to exercise jointly their common powers and authority concerning the installation, construction, and maintenance of the Enhanced Improvements, as well as the maintenance of the City ROW and any Future City ROW; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, this Interlocal Agreement shall serve as the “agreement between the District and a governmental entity” required by section 190.012(g) of the Act; and

WHEREAS, the Enhanced Improvements are consistent with the City's comprehensive plan.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement.

2. District Maintenance of Enhanced Improvements. The District shall, at the District's sole cost and expense, perform all of the City's maintenance obligations with respect to the Enhanced Improvements (and other services, such as irrigation, fertilization and pest control) within the City ROW in order to enhance the aesthetic quality of the City ROW. The performance of this additional maintenance by the District shall be completely within the District's sole discretion. Despite, the foregoing, in the event that the District elects not to continue to perform the maintenance obligations contemplated within this Agreement, the District, if requested in writing by the City, shall remove the Enhanced Improvements at its sole expense.

3. No Additional Obligation of District Created; Permissive Use Only. The parties agree that nothing in this Agreement shall be interpreted to impose any additional obligation for the District to maintain any roadway or associated improvements constructed within a right-of-way, including, but not limited to, the road sub-grade, base layer, asphalt, striping, signage, gutters and curbing, fencing and retaining walls adjacent to wetland areas, and sidewalks/pedestrian paths or to maintain proper drainage with a right-of-way and all other aspects of the right-of-way, except for Enhanced Improvements as defined herein.

4. Right of Entry. The City hereby grants the District a right of entry authorizing District to enter upon the City ROW, as necessary, to accomplish District's maintenance under this Agreement.

5. Removal of Enhanced Improvements; Additional Enhanced Improvements. The District Enhanced Improvements shall be or have been installed in conformance with plans submitted to the City. The Enhanced Improvements shall be, or have been, installed, constructed, and maintained in such a manner as will not interfere with the use of the roadway by the public, maintenance by the City, or create a safety hazard on such roadway. If the City reasonably determines that the Enhanced Improvements do create a maintenance problem or safety hazard, then the District, at its sole expense, shall be responsible for relocating the offending Enhanced Improvements in such a manner so as to eliminate the problem or hazard, to the reasonable satisfaction of the City. In ascertaining whether a maintenance problem or safety hazard is evident, the City may require the District to retain an appropriately qualified design professional to perform an investigation. The City may use the investigatory report of the design professional in determining whether an Enhanced Improvement must be removed or reconfigured.

The District may, in its sole discretion, submit an engineer's plan to the City describing the potential installation of additional Enhanced Improvements within the City ROW. City shall, within thirty (30) days of the submittal, either approve the plan, reject the plan or provide a revised plan for District's consideration. If additional permitting is deemed required by the City for the installation of the additional Enhanced Improvements, the District shall obtain such requisite permit(s) prior to the installation. District shall have the authority, at its sole cost, to install and maintain additional Enhanced Improvements within the City ROW, as approved by the City.

6. Addition of Future City ROW. The parties hereby acknowledge and agree that any and all portions of Future City ROW (as defined and identified herein) shall be, upon the City's final acceptance of such right-of-way pursuant to its standard procedures, deemed and treated as City ROW in accordance with the terms of this Agreement. It is the intent of the parties that such conversion from Future City ROW to City ROW, and the corresponding change in status under this Agreement, shall be automatic and shall not require any further action, written or otherwise, on behalf of the parties to give the conversion effect or validity. The Enhanced Improvements on any approved Future City ROW shall, upon installation, be deemed to be subject to the terms of this Agreement.

7. Release. To the extent authorized by law, and subject to the District performing its obligations under this Agreement, the City hereby releases the District, its representatives, agents, employees, and elected officials from any and all liability or claims arising out of the District's maintenance activities within the City ROW.

8. Priority of City ROW. The Enhanced Improvements within the City ROW shall not be installed or maintained in such a manner so as to interfere, in any way, with the City's operation or maintenance of any City ROW. It is understood between the parties hereto that the Enhanced Improvements covered by this Agreement may be removed, relocated, or adjusted by the City, without liability to the District, at any time in the future as determined to be necessary by the City, in its sole discretion. In addition to the foregoing, should the City determine, within its reasonable discretion, and request in writing to the District that the volume, duration, manner, or frequency of irrigation within the maintenance area should need to be changed in order to preserve the integrity of the City's infrastructure within the City ROW, the District must comply with such written request, but only after the parties hereto have met in good faith to discuss any reasonable potential alternatives and found none to be sufficient to alleviate the City's concerns. The District will ensure that any rain sensor on an irrigation clock is maintained in good working order at all times, and that the rate of irrigation water used complies with the City and South Florida Water Management District standard irrigation policies.

9. Indemnification. Subject to, and specifically restricted by, the limited waiver of sovereign immunity set forth in the applicable Florida Statutes, the District agrees that it shall release, indemnify, and hold the City, its representatives, employees and elected and appointed officials harmless from and against all claims, damages, loss and expenses of any sort, including reasonable attorney's fees and costs including appeals, arising out of or resulting from any tort, intentional action, negligent act or omission of the District, its representatives, employees, agents, contractors, subcontractors, or anyone for whose act or acts any of them may be responsible or liable, for acts or omissions occurring in the City ROW and resulting from District's activities as

authorized. Notwithstanding the foregoing, nothing herein shall act or be construed to indemnify the City to the extent of any tort, intentional action, negligent act or omission of the City, its representatives, employees, agents, contractors, subcontractors with respect to the operation of City ROW or any of the City's activities within the City ROW.

10. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: City of Orlando, Florida
400 South Orange Avenue
Orlando, Florida 32801
Attention: City Engineer
Telephone: (407) 246-3222

District: Midtown Improvement District
3501 Quadrangle Blvd., Suite 270
Orlando, Florida 32817
Attn: District Manager

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

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

11. Modification. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Official Records of Orange County, Florida.

12. Successors and Assigns. The terms and conditions of this Agreement shall constitute covenants running with the land, and all rights and privileges granted herein shall be appurtenant to the lands herein described and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto and shall continue in perpetuity, unless otherwise modified in writing by the parties hereto.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

14. Attorneys' Fees. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default of, or any other action arising out of this Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

15. Relationship Between the Parties. The parties acknowledge and agree that the relationship created hereby is solely as a result of and arising from the relationship of District and City as the entities responsible for the operation and maintenance of adjacent properties, respectively. It is not intended hereby, and nothing contained herein shall be construed, to establish any other relationship between the parties. Specifically, nothing contained in this Agreement, nor the relationship between the parties which may arise as a result of the provisions of this Agreement, are intended to, or shall be construed as, creating a partnership, joint venture, or other such relationship as between the parties.

16. Section Headings. The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

17. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

18. Recording of Agreement. The District shall be responsible for recording this Agreement (including all costs associated therewith) within the Official Records of Orange County, Florida and shall send a copy of said recorded Agreement to the City within thirty (30) days of the Effective Date of this Agreement, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

19. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

20. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

21. Compliance with Laws. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations.

22. Legal Counsel. The District and City acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Agreement,

and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right.

23. Negotiation. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement, and all documents executed in connection herewith, were prepared and executed without undue influence by any party or on any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

24. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of sovereign immunity or limit of liability of the District or the City, including their respective supervisors, commissioners, officers, agents or employees, beyond any statutory limited waiver of immunity or limits of liability in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

25. Termination of Agreement. The City and the District both retain the right to terminate this Agreement upon thirty (30) days' notice by notifying the other party in writing of such termination at the address listed in Section 10 of this Agreement.

26. Effective Date. The effective date of this Agreement (the "**Effective Date**") is the date on which the last party executes this Agreement and delivers a fully executed counterpart hereof to the other party.

[Signature pages to follow]

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT
FOR RIGHT-OF-WAY MAINTENANCE**

IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed as of the day and date first above written.

“CITY”

ATTEST:

**CITY OF ORLANDO, FLORIDA, a
municipal corporation organized and existing
under the laws of the State of Florida**

By: _____
Name: _____
Title: City Clerk

By: _____
 Mayor / Mayor Pro Tem
Date: _____

Approved as to form and legality for the use and
reliance of the City of Orlando, Florida only

_____, 2026

By: _____
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day _____ 2026 by _____, as _____ who is [] personally known to me or who has [] produced _____ as identification.

[SEAL]

Printed Name: _____
Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT
FOR RIGHT-OF-WAY MAINTENANCE**

**MIDTOWN IMPROVEMENT
DISTRICT, a Florida improvement district**

ATTEST:

By: _____
Print: _____
Secretary/Asst. Secretary

By: _____
Print: _____

Chairman /Vice Chairman, Board of
Supervisors

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

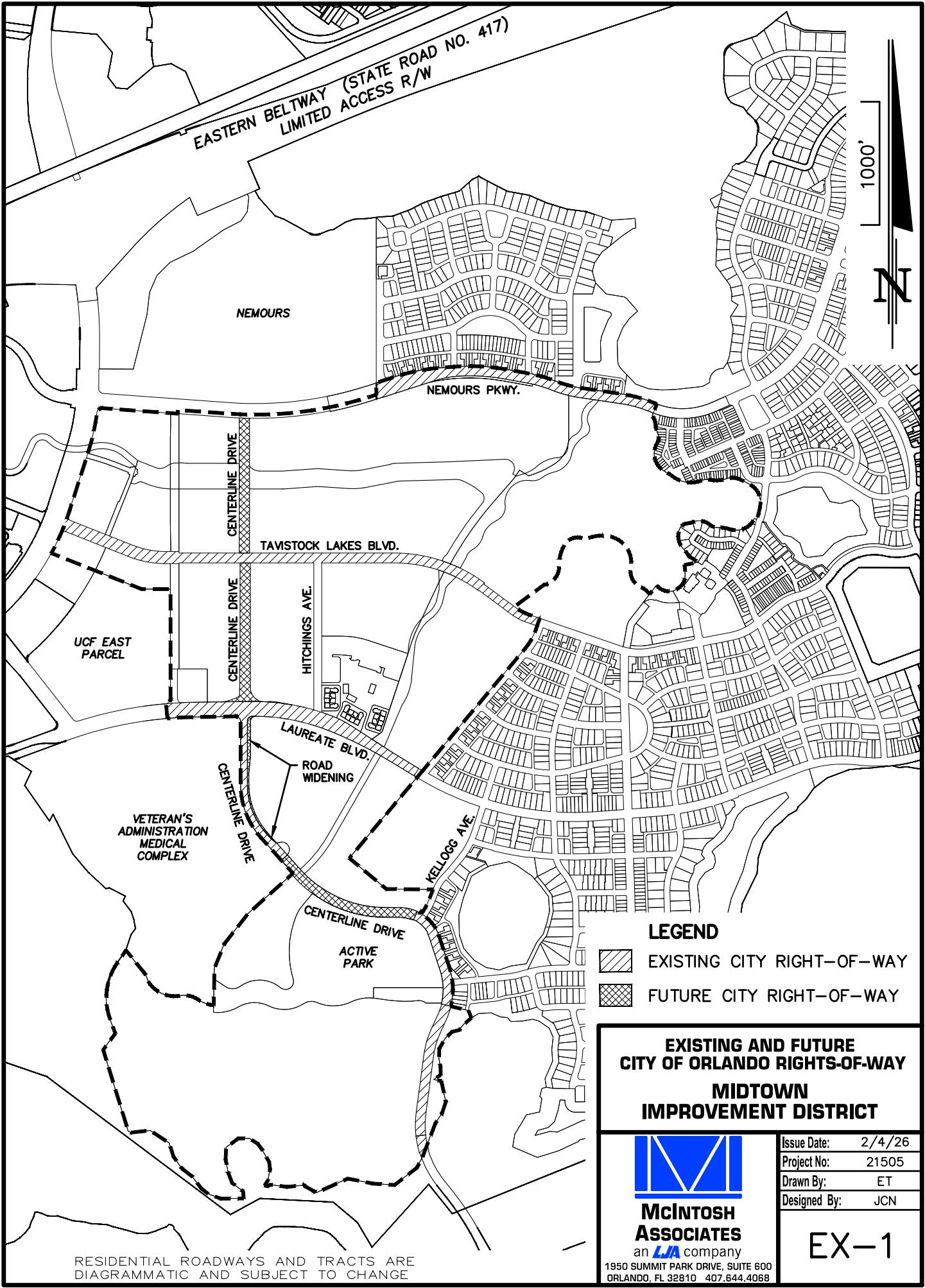
The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day _____ 2026, by _____ as _____ of the Board of Supervisors of the Midtown Improvement District, a Florida community development district who is [] personally known to me or who has [] produced _____ as identification

[SEAL]

Printed Name: _____
Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____

EXHIBIT A

**MAP ILLUSTRATING CITY ROW AND
FUTURE CITY ROW**





Midtown Improvement District

**OUC Lighting Installation, Upgrade and
Service Agreement for Centerline Drive
Segments C & D**

Prepared by and return to:
Wayne Morris, Deputy General Counsel
Orlando Utilities Commission
100 W. Anderson Street, Orlando, Florida 32801



**LIGHTING INSTALLATION,
UPGRADE AND SERVICE AGREEMENT**
CENTERLINE DRIVE SEGMENTS C & D

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: _____

Address: _____

Name: _____

Address: _____

**MIDTOWN IMPROVEMENT
DISTRICT**

a local unit of special-purpose government

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:

Name: _____
Address: _____

Name: _____
Address: _____

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

Attorney for OUC
Date: _____

ORLANDO UTILITIES COMMISSION

By: _____
Clint Bullock
General Manager & CEO

Attest: _____
Name: _____
Title: _____

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)

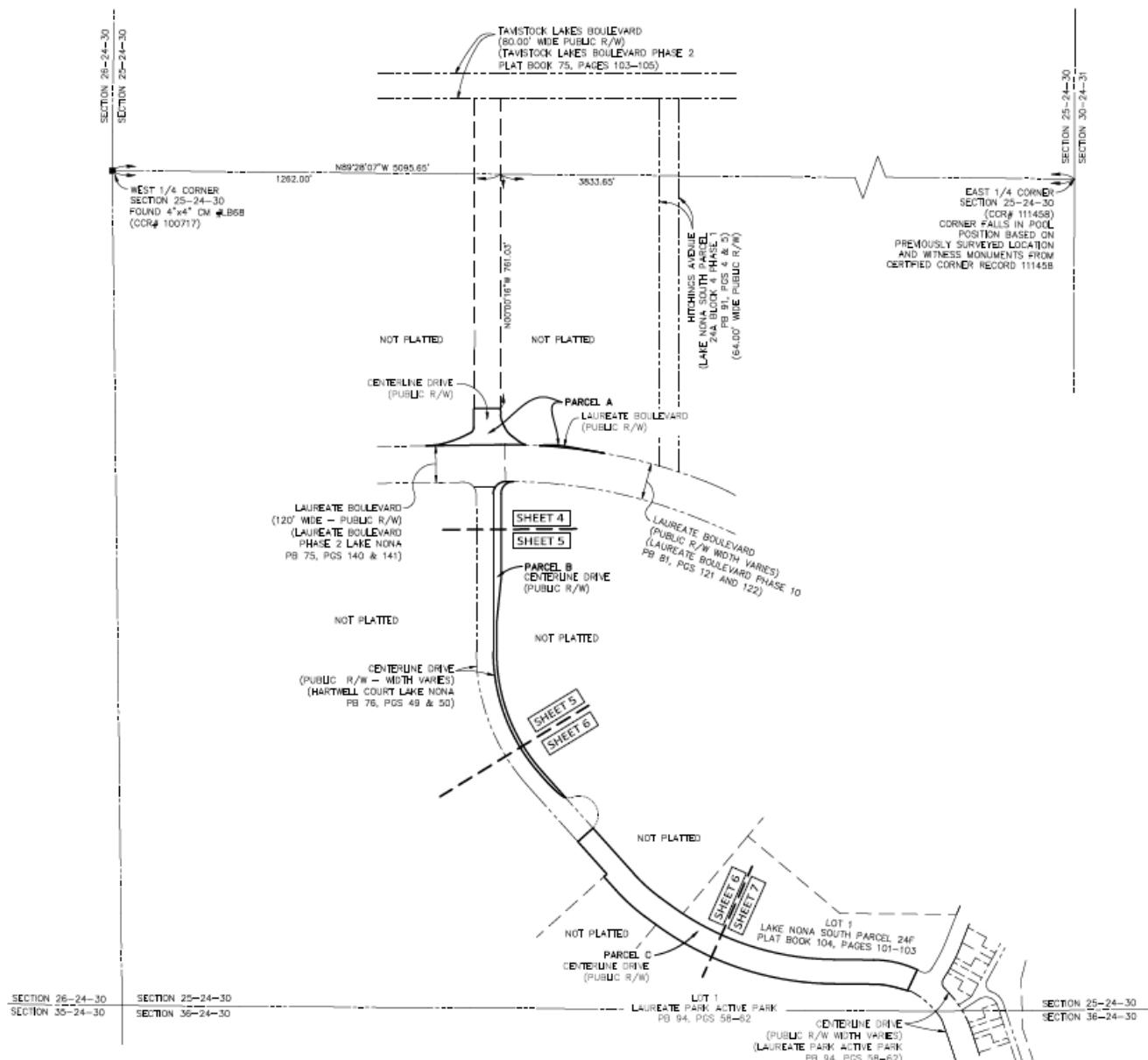
Notary Public, State of Florida

Print Name: _____

SCHEDULE 1 THE PROPERTY

All private/public roadways and easements within **CENTERLINE DRIVE SEGMENTS B, C, AND D**, according to the plat thereof, as recorded in **Plat Book 119, Pages 104-110**, of the Public Records of **City of Orlando, Orange County, Florida**.

CENTERLINE DRIVE SEGMENTS B, C AND D
A PORTION OF SECTION 25, TOWNSHIP 24 SOUTH, RANGE 30 EAST
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



SCHEDULE 1 (Cont) THE PROPERTY



Luminaire Schedule					
Symbol	Qty	Label	Arrangement	Description	Luminaire Rating
●	26	Slide type 3	SINGLE	SLD2-PT-48-NL-80L-70-4R7-3-XXX	68.6 17
●	5	Slide type 5	SINGLE	SLD2-PT-48-NL-80L-70-5R7-5QW-XXX	68.6 17

<div style="text-align: center;">  O.U.C. OUConvenient Lighting </div>	<div style="text-align: center;"> WORK ORDER # 896506 JOB NAME: CENTERLINE DRIVE SEGMENTS C & D LOCATION: BETWEEN TAV/STOCK LAKES AND KELLOGG AVE JOB TYPE: LCONTRACT REVISION: 00-00-00 ENGINEER: RIC DY-LIACCO X 00-00-00 SCALE: 1" = 87' X 00-00-00 DATE: 08-20-05 X 00-00-00 FIXTURESTYLE: POST TOP JURISDICTION: CITY OF ORLANDO COVERAGE: CONTRACT CONTROLLER: N PHOTOMETRIC PLAN </div>
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SCHEDULE 2
CURRENT PHASE LIGHTING PLAN

(31) 20' (16' MH) ROUND ALUM POLE DB 3" TENON BLACK
OUC Stock# 036-21724

(26) 70W SLIDE 2, TYPE 3, 4K, BLACK, FLAT TOP SHADE, 2 STEM, 7-PIN
OUC Stock# 036-23185

(5) 70W SLIDE 2, TYPE 5, 4K, BLACK, FLAT TOP SHADE, 2 STEM, 7-PIN
OUC Stock# 036-23187

The CUSTOMER is responsible for the installation of the conduit, junction boxes, pull string, and bases 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 **\$1,367.50**. 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

Proposals for Trail Repairs
(provided under separate cover)



Midtown Improvement District

**District Engineer Fee
Schedule Increase Letter**

February 17, 2026

Midtown Improvement District
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Re: Midtown Improvement District
District Engineer Services
McIntosh Job No. 21505

Board of Supervisors:

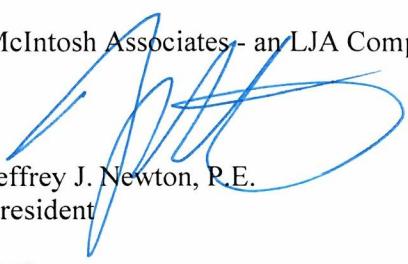
McIntosh Associates - an LJA Company (McIntosh) has been honored to serve as the District Engineer for the Midtown Improvement District (District) since its creation in June 2021. During the term of our Agreement with the District, despite the ever-increasing cost of conducting business, McIntosh has not requested a market adjustment in our hourly rate schedule. It is now, as a direct result of these increased costs, that we respectfully request an adjustment to the hourly rate schedule under which we provide our services, consistent with Article 3 of our Agreement, which provides for renegotiation of the fee schedule after the anniversary date of the Agreement.

In consideration of our longstanding service to the District, we respectfully request that the District consider amending our current Agreement for Engineering Services to utilize the attached hourly rate schedule from this date forward. All other Terms and Conditions of our Agreement for Engineering Services dated October 19, 2021, will remain in full force and effect.

We appreciate your continued confidence in McIntosh Associates - an LJA Company and look forward to continuing to serve you. Please contact our office with any questions or clarification.

Yours truly,

McIntosh Associates - an LJA Company



Jeffrey J. Newton, P.E.
President

JJN/lt

Midtown Improvement District

District Engineer Services

McIntosh Job No. 21505

February 17, 2026

Page 2 of 3

APPROVAL OF AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES:

[Signature]

[Date]

[Name and Title]

[Company]

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

Midtown Improvement District

District Engineer Services

McIntosh Job No. 21505

February 17, 2026

Page 3 of 3

HOURLY RATE SCHEDULE

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$300.00
Engineering Director	\$265.00
Survey Director	\$240.00
Planning Director	\$250.00
Landscape Architecture Director	\$240.00
Vice President	\$210.00
Senior Engineering Project Manager	\$210.00
Senior Survey Project Manager	\$195.00
Engineering Project Manager	\$190.00
Survey Project Manager	\$175.00
Senior Registered Engineer	\$190.00
Senior Registered Surveyor	\$175.00
Registered Engineer	\$170.00
Registered Surveyor	\$170.00
Certified Planner	\$170.00
Registered Landscape Architect	\$170.00
Certified Arborist	\$165.00
Certified Forester	\$160.00
GIS Manager/Administrator	\$150.00
Assistant Project Manager	\$150.00
Engineer III	\$150.00
Engineer II	\$140.00
Engineer I	\$130.00
Senior CAD Technician*	\$115.00
CAD Technician*	\$100.00
GIS Analyst	\$100.00
Construction Services Director	\$135.00
Construction Observer	\$100.00
Researcher	\$105.00
Project Manager Assistant	\$85.00
Survey Crew (2-person)	\$155.00
Survey Crew (3-person)	\$185.00
UAV/LiDAR Crew	\$370.00
Pickup/Delivery	\$40.00

*Engineering/Surveying/Planning/Landscape Architecture

The hourly rates for expert witness preparation, depositions and testimony will be billed at 1.5 times the rates listed above.



Midtown Improvement District

**Operation and Maintenance Expenditures Paid in
January 2026 in an amount totaling \$32,878.00**

MIDTOWN IMPROVEMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270• ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from January 1, 2026 through January 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$32,878.00**

Approval of Expenditures:

Chairman

Vice Chairman

Assistant Secretary

Midtown Improvement District
AP Check Register (Current by Bank)
 Check Dates: 1/1/2026 to 1/31/2026

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: OM9019 - CITY NATIONAL BANK					001-101-0000-00-01
1573	01/05/26	P	BCID	Boggy Creek Improvement Distri	\$58.13
1574	01/05/26	P	BERMAN	Berman Construction	\$3,850.00
1575	01/05/26	P	DONMC	Donald W McIntosh Associates	\$10,313.36
1576	01/05/26	P	KUTAK	Kutak Rock	\$694.50
1577	01/20/26	P	BCID	Boggy Creek Improvement Distri	\$47.65
1578	01/20/26	P	BERMAN	Berman Construction	\$1,139.99
1579	01/20/26	P	CEPRA	Cepra Landscape	\$14,494.75
1580	01/27/26	P	DONMC	Donald W McIntosh Associates	\$5,203.26
1581	01/27/26	P	PFM	PFM Group Consulting	\$2,916.67
1582	01/28/26	P	BSCHAD	Brent Schademan	\$200.00
1583	01/28/26	P	DVENTU	Damon Ventura	\$200.00
1584	01/28/26	P	RADAMS	Rob Adams	\$200.00
1585	01/28/26	P	RDomin	Ron Domingue	\$200.00
1586	01/28/26	P	RLEVEY	Richard Levey	\$200.00
1587	01/28/26	P	VGLOBA	VGlobalTech	\$300.00
BANK OM9019 REGISTER TOTAL:					\$40,018.31
BANK ID: OM-ACH - CITY NATIONAL BANK - ACH & WIRES					001-101-0000-00-01
70049	01/20/26	M	OUC	Orlando Utilities Commission	\$5,014.91
70050	01/30/26	M	BCID	Boggy Creek Improvement Distri	\$3,238.08
BANK OM-ACH REGISTER TOTAL:					\$8,252.99
GRAND TOTAL :					\$48,271.30

24,625.01	Check 1574, 1576, 1578-1579, 1581-1587
58.13	FR 129 - Construction check 1573
10,084.26	FR 130 - Construction check 1575
47.65	FR 131 - Construction check 1577
5,203.26	FR 132 - Construction check 1580
3,238.08	PA 208 - Dec. ICM paid to Boggy Creek
5,014.91	PA 208 - OUC paid online
32,878.00	O&M cash spent

* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void (Void Date); "A" - Application; "E" - EFT

** Denotes broken check sequence.

Midtown Improvement District
January 2026 AP Remittance Report

BANK:	OM9019	CHECK:	1573	AMOUNT:	\$58.13	DATE:	01/05/26	VEND ID:	BCID
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
10/31/25	OSC126433594			FR 129 - Ad: 7871272 split 5 w				\$0.00	\$58.13
				TOTALS:				\$0.00	\$58.13
BANK:	OM9019	CHECK:	1574	AMOUNT:	\$3,850.00	DATE:	01/05/26	VEND ID:	BERMAN
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
07/07/25	54709			PA 206 - Curb maintenance				\$0.00	\$3,850.00
				TOTALS:				\$0.00	\$3,850.00
BANK:	OM9019	CHECK:	1575	AMOUNT:	\$10,313.36	DATE:	01/05/26	VEND ID:	DONMC
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
11/21/25	48129			FR 130 - Centerline Drive - Se				\$0.00	\$10,084.26
12/19/25	48283			PA 206 - Eng. srvs. thru 11/28				\$0.00	\$229.10
				TOTALS:				\$0.00	\$10,313.36
BANK:	OM9019	CHECK:	1576	AMOUNT:	\$694.50	DATE:	01/05/26	VEND ID:	KUTAK
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
12/16/25	3673411			PA 206 - Gen. legal thru 11/30				\$0.00	\$694.50
				TOTALS:				\$0.00	\$694.50
BANK:	OM9019	CHECK:	1577	AMOUNT:	\$47.65	DATE:	01/20/26	VEND ID:	BCID
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
11/30/25	OSC128495275			FR 131 - Ad: 7882584 split 5 w				\$0.00	\$47.65
				TOTALS:				\$0.00	\$47.65
BANK:	OM9019	CHECK:	1578	AMOUNT:	\$1,139.99	DATE:	01/20/26	VEND ID:	BERMAN
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
12/01/25	93164			PA 204 - Dec. irrigation speci				\$0.00	\$633.33
12/01/25	93164			PA 204 - Dec. administrator se				\$0.00	\$506.66
				TOTALS:				\$0.00	\$1,139.99
BANK:	OM9019	CHECK:	1579	AMOUNT:	\$14,494.75	DATE:	01/20/26	VEND ID:	CEPRA
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
12/01/25	O-S9227			PA 204 - Dec. Sec. 1 landscapi				\$0.00	\$1,949.50
12/01/25	O-S9227			PA 204 - Dec. Sec. 3 landscapi				\$0.00	\$1,850.75
12/01/25	O-S9227			PA 204 - Dec. Sec. 2 landscapi				\$0.00	\$7,571.50
11/30/25	O-S9271			PA 207 - Nov. Centerline Dr ma				\$0.00	\$750.00
11/30/25	O-S9272			PA 207 - Nov. Centerline Dr ma				\$0.00	\$1,250.00
11/30/25	O-S9273			PA 207 - Nov. valve replacemen				\$0.00	\$520.00
11/30/25	O-S9275			PA 207 - Nov. mainline repair				\$0.00	\$500.00
11/30/25	O-S9276			PA 207 - Nov. Doisy irrigation				\$0.00	\$103.00
				TOTALS:				\$0.00	\$14,494.75
BANK:	OM-ACH	CHECK:	70049	AMOUNT:	\$5,014.91	DATE:	01/20/26	VEND ID:	OUC
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
01/02/26	93173-010226			PA 208 - 12/01/2025 - 01/02/20				\$0.00	\$50.95
01/02/26	93173-010226			PA 208 - 12/01/2025 - 01/02/20				\$0.00	\$988.57
01/02/26	93173-010226			PA 208 - 12/01/2025 - 01/02/20				\$0.00	\$3,907.43
01/02/26	93173-010226			PA 208 - 12/01/2025 - 01/02/20				\$0.00	\$67.96
				TOTALS:				\$0.00	\$5,014.91
BANK:	OM9019	CHECK:	1580	AMOUNT:	\$5,203.26	DATE:	01/27/26	VEND ID:	DONMC
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
12/19/25	48282			FR 132 - Centerline Drive - Se				\$0.00	\$5,203.26
				TOTALS:				\$0.00	\$5,203.26

Midtown Improvement District
January 2026 AP Remittance Report

BANK:	OM9019	CHECK:	1581	AMOUNT:	\$2,916.67	DATE:	01/27/26	VEND ID:	PFM
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
01/05/26	DM-01-2026-43			PA 209 - DM fee: Jan. 2026				\$0.00	\$2,916.67
				TOTALS:				\$0.00	\$2,916.67
BANK:	OM9019	CHECK:	1582	AMOUNT:	\$200.00	DATE:	01/28/26	VEND ID:	BSCHAD
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
01/20/26	2026.01.20			PA 210 - Supervisor fee 2026.0				\$0.00	\$200.00
				TOTALS:				\$0.00	\$200.00
BANK:	OM9019	CHECK:	1583	AMOUNT:	\$200.00	DATE:	01/28/26	VEND ID:	DVENTU
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
01/20/26	2026.01.20			PA 210 - Supervisor fee 2026.0				\$0.00	\$200.00
				TOTALS:				\$0.00	\$200.00
BANK:	OM9019	CHECK:	1584	AMOUNT:	\$200.00	DATE:	01/28/26	VEND ID:	RADAMS
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
01/20/26	2026.01.20			PA 210 - Supervisor fee 2026.0				\$0.00	\$200.00
				TOTALS:				\$0.00	\$200.00
BANK:	OM9019	CHECK:	1585	AMOUNT:	\$200.00	DATE:	01/28/26	VEND ID:	RDOMIN
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
01/20/26	2026.01.20			PA 210 - Supervisor fee 2026.0				\$0.00	\$200.00
				TOTALS:				\$0.00	\$200.00
BANK:	OM9019	CHECK:	1586	AMOUNT:	\$200.00	DATE:	01/28/26	VEND ID:	RLEVEY
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
01/20/26	2026.01.20			PA 210 - Supervisor fee 2026.0				\$0.00	\$200.00
				TOTALS:				\$0.00	\$200.00
BANK:	OM9019	CHECK:	1587	AMOUNT:	\$300.00	DATE:	01/28/26	VEND ID:	VGLOBA
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
12/02/25	8062			PA 210 - Oct. - Dec. ADA audit				\$0.00	\$300.00
				TOTALS:				\$0.00	\$300.00
BANK:	OM-ACH	CHECK:	70050	AMOUNT:	\$3,238.08	DATE:	01/30/26	VEND ID:	BCID
Date	Invoice Number			Invoice Description				Discount Taken	Amount Paid
12/31/25	ICM2026-03			PA 208 - Dec. ICM - Aquatics				\$0.00	\$100.19
12/31/25	ICM2026-03			PA 208 - Dec. ICM - Irrigation				\$0.00	\$180.42
12/31/25	ICM2026-03			PA 208 - Dec. ICM - Landscapin				\$0.00	\$2,881.20
12/31/25	ICM2026-03			PA 208 - Dec. ICM - Lighting				\$0.00	\$23.21
12/31/25	ICM2026-03			PA 208 - Dec. ICM - Reclaimed				\$0.00	\$53.06
				TOTALS:				\$0.00	\$3,238.08



Midtown Improvement District

Work Authorizations/Proposed Services *(if applicable)*

**Proposal**

PO Box 865
Oakland, FL 34760
407-287-5622
CepraLandscape.com

ADDRESS
Midtown Improvement District Sec 1 - 3 Midtown Sec 1 - 3 Orlanodo, FL 32807

PROPOSAL #	DATE
53985 (v. 0)	01/20/2026

DESCRIPTION	
Oak Tree Replacement Midtown Section 1 Proposal to replace Live Oak that died along Nemours Parkway. Tree dad very quickly with reason unknown. Hard to tell what the root cause was for this tree. It's the only one on the road that died.	\$1,900.00

Description	Type	Qty	Unit \$	Total \$
Delivery Fee	EA	1.00	\$200.00	\$200.00
Dump Fees - General Debris	EA	1.00	\$30.00	\$30.00
Live Oak B&B - 4-4.5" CAL 13-15' Height	EA	1.00	\$900.00	\$900.00
Tree Staking Pro 60 - Tree Frog	EA	1.00	\$110.00	\$110.00
General Enhancement Labor	HR	6.00	\$60.00	\$360.00
Equipment Rental - Large Skid Steer	EA	1.00	\$300.00	\$300.00

Total \$1,900.00

Terms and Conditions

1. **Scope of Work.** The scope of work to be performed by Contractor is set forth on attached Proposal. If work activity is not set forth in the Proposal, it is not included in the basic scope of work. All material shall conform to bid specifications unless expressly noted otherwise.
2. **Insurance, Licenses and Permits.** Contractor agrees to maintain General Liability insurance coverage, Workers Compensation insurance coverage, and Commercial Automobile insurance coverage as required by law. Contractor also shall comply with all licensing and permit requirements established by any State, County or municipal agency relating to the scope of work.
3. **Subcontractors.** Contractor reserves the right to hire qualified subcontractors to perform work under this Agreement.
4. **Access to Jobsite.** Owner shall ensure Contractor has access to all parts of the jobsite where the Contractor is to perform work as required by this Agreement during normal business hours and other reasonable periods of time. Owner will be responsible to furnish all utilities necessary to perform the work.
5. **Utilities.** Contractor will call Sunshine State One Call of Florida to locate utilities when applicable. Owner is responsible for location of private utilities and contractor cannot be held liable for damage to unmarked utilities.
6. **Compensation.** In exchange for Contractor performing the scope of work described in above, Owner shall pay Contractor in accordance with the pricing terms set forth. Contractor shall issue invoices upon completion of the work for amounts due in accordance with the pricing terms set forth. Amounts invoiced are due upon receipt and shall be considered past due after 15 days from the date of invoice. Past due amounts shall accrue interest at the annual rate of 12%. If Owner disputes or questions any invoice or portion of any invoice, Owner shall provide Contractor with written notification of the basis of the dispute or question within fourteen (14) days of receipt of the invoice or the invoice shall be deemed undisputed and fully payable by Owner. Work performed outside the scope of work described in attached Proposal shall be deemed extra work and shall be invoiced and paid in addition to the base compensation due under this Agreement. Owner agrees that if Owner fails to make payment for more than 60 days after the date of any work provided by Contractor arising out of or relating to this Agreement, then Contractor shall have the right to record a claim of lien against Owner's property to secure payment for labor, materials, equipment and supervision supplied by Contractor for the benefit of Owner's property.
7. **Termination.** This Agreement may be terminated with or without cause by the Owner upon seven (7) days written notice. Owner shall be required to pay for all materials and work completed to the date of termination.
8. **Liability.** Contractor and Owner hereby waive any claims against each other for consequential damages or indirect damages of any kind. Contractor shall not be liable to Owner for any claim for property damage or bodily injury unless and to the extent caused by the negligence of Contractor or its employees or subcontractors.
9. **Disputes.** In the event of any litigation arising out of or relating to this Agreement or any related extra work, the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party at both the trial court and appellate court levels. The county and circuit courts in Marion County, Florida shall have sole and exclusive jurisdiction to decide any dispute between the parties, whether sounding in contract or tort and whether legal or equitable in nature, arising out of or relating to this Agreement. The parties hereby waive the right to trial by jury on all claims, counterclaims and defenses otherwise triable to a jury.
10. **Warranty.** All work performed will be guaranteed for one (1) year after completion. In order for warranty to remain in effect, proper maintenance must be performed for the entire length of the warranty period.
11. **Complete Agreement.** This Agreement and attached Proposal represents the complete and integrated agreement of the parties with respect to the subject matter hereof. All prior verbal or written agreements, promises or representations relating to this Agreement and exhibits hereto are hereby merged into this Agreement and do not survive execution of this Agreement.

Customer Printed Name

Customer Signature

Date

Job ID: 53985





Midtown Improvement District

District Financials



Midtown Improvement District

January 2026 Financial Package

January 31, 2026

PFM Group Consulting LLC
3501 Quadrangle Boulevard
Suite 270
Orlando, FL 32817-8329
(407) 723-5900



Midtown Improvement District
Statement of Financial Position
As of 1/31/2026

	General Fund	Capital Projects Fund	Total
<u>Assets</u>			
<u>Current Assets</u>			
General Checking Account	\$ 68,031.85		\$ 68,031.85
Infrastructure Capital Reserve	34,323.25		34,323.25
Interchange Maintenance Reserve	4,865.06		4,865.06
Accounts Receivable - Due from Developer		\$ 11,131.33	11,131.33
Total Current Assets	<u>\$ 107,220.16</u>	<u>\$ 11,131.33</u>	<u>\$ 118,351.49</u>
Total Assets	<u>\$ 107,220.16</u>	<u>\$ 11,131.33</u>	<u>\$ 118,351.49</u>
<u>Liabilities and Net Assets</u>			
<u>Current Liabilities</u>			
Accounts Payable	\$ 18,785.24		\$ 18,785.24
Due To Other Governmental Units	3,032.65		3,032.65
Accounts Payable		\$ 11,131.33	11,131.33
Deferred Revenue		11,131.33	11,131.33
Total Current Liabilities	<u>\$ 21,817.89</u>	<u>\$ 22,262.66</u>	<u>\$ 44,080.55</u>
Total Liabilities	<u>\$ 21,817.89</u>	<u>\$ 22,262.66</u>	<u>\$ 44,080.55</u>
<u>Net Assets</u>			
Net Assets - General Government	\$ 61,256.41		\$ 61,256.41
Current Year Net Assets - General Government	24,145.86		24,145.86
Current Year Net Assets, Unrestricted		\$ (11,131.33)	(11,131.33)
Total Net Assets	<u>\$ 85,402.27</u>	<u>\$ (11,131.33)</u>	<u>\$ 74,270.94</u>
Total Liabilities and Net Assets	<u>\$ 107,220.16</u>	<u>\$ 11,131.33</u>	<u>\$ 118,351.49</u>



Midtown Improvement District
Statement of Activities
As of 1/31/2026

	General Fund	Capital Projects Fund	Total
<u>Revenues</u>			
Developer Contributions	\$ 134,852.74		\$ 134,852.74
Developer Contributions		\$ 15,393.30	15,393.30
Total Revenues	\$ 134,852.74	\$ 15,393.30	\$ 150,246.04
<u>Expenses</u>			
Supervisor Fees	\$ 1,800.00		\$ 1,800.00
Public Officials' Liability Insurance	2,743.00		2,743.00
Management	11,666.68		11,666.68
Engineering	1,140.35		1,140.35
District Counsel	694.50		694.50
Postage & Shipping	0.74		0.74
Legal Advertising	718.43		718.43
Web Site Maintenance	980.00		980.00
Holiday Decorations	750.00		750.00
Dues, Licenses, and Fees	175.00		175.00
Electric	152.12		152.12
Water Reclaimed	1,899.41		1,899.41
General Insurance	3,353.00		3,353.00
Property & Casualty	495.00		495.00
Other Insurance	500.00		500.00
Irrigation	4,556.50		4,556.50
Landscaping Maintenance & Material	45,487.00		45,487.00
Contingency	202.72		202.72
IME - Aquatics Maintenance	400.76		400.76
IME - Irrigation	180.42		180.42
IME - Landscaping	11,524.80		11,524.80
IME - Lighting	71.67		71.67
IME - Miscellaneous	36.59		36.59
IME - Water Reclaimed	113.02		113.02
Pest Control	579.50		579.50
Entry and Wall Maintenance	1,550.00		1,550.00
Hardscape Maintenance	3,850.00		3,850.00
Streetlights	11,673.17		11,673.17
Personnel Leasing Agreement	4,559.96		4,559.96
Engineering	\$ 24,424.02		24,424.02
Legal Advertising		153.43	153.43
Contingency		1,947.18	1,947.18
Total Expenses	\$ 111,854.34	\$ 26,524.63	\$ 138,378.97



Midtown Improvement District
Statement of Activities
As of 1/31/2026

	General Fund	Capital Projects Fund	Total
<u>Other Revenues (Expenses) & Gains (Losses)</u>			
Interest Income	\$ 1,147.46	\$ -	\$ 1,147.46
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$ 1,147.46</u>	<u>\$ -</u>	<u>\$ 1,147.46</u>
Change In Net Assets	\$ 24,145.86	\$ (11,131.33)	\$ 13,014.53
Net Assets At Beginning Of Year	<u>\$ 61,256.41</u>	<u>\$ -</u>	<u>\$ 61,256.41</u>
Net Assets At End Of Year	<u><u>\$ 85,402.27</u></u>	<u><u>\$ (11,131.33)</u></u>	<u><u>\$ 74,270.94</u></u>



Midtown Improvement District
Budget to Actual
For the Month Ending 1/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
<u>Revenues</u>					
Developer Contributions	\$ 134,852.74	\$ 179,803.65	\$ (44,950.91)	\$ 539,410.95	25.00%
Net Revenues	\$ 134,852.74	\$ 179,803.65	\$ (44,950.91)	\$ 539,410.95	25.00%
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 1,800.00	\$ 4,000.00	\$ (2,200.00)	\$ 12,000.00	15.00%
Financial & Administrative					
Public Officials' Liability Insurance	2,743.00	992.07	1,750.93	2,976.20	92.16%
Trustee Services	-	2,500.00	(2,500.00)	7,500.00	0.00%
Management	11,666.68	11,666.67	0.01	35,000.00	33.33%
Engineering	1,140.35	5,833.33	(4,692.98)	17,500.00	6.52%
Disclosure	-	1,666.67	(1,666.67)	5,000.00	0.00%
Property Appraiser	-	166.67	(166.67)	500.00	0.00%
District Counsel	694.50	10,000.00	(9,305.50)	30,000.00	2.32%
Assessment Administration	-	2,500.00	(2,500.00)	7,500.00	0.00%
Reamortization Schedules	-	83.33	(83.33)	250.00	0.00%
Audit	-	1,800.00	(1,800.00)	5,400.00	0.00%
Arbitrage Calculation	-	166.67	(166.67)	500.00	0.00%
Tax Preparation	-	5.20	(5.20)	15.60	0.00%
Travel and Per Diem	-	100.00	(100.00)	300.00	0.00%
Telephone	-	8.33	(8.33)	25.00	0.00%
Postage & Shipping	0.74	333.33	(332.59)	1,000.00	0.07%
Copies	-	250.00	(250.00)	750.00	0.00%
Legal Advertising	718.43	1,666.67	(948.24)	5,000.00	14.37%
Bank Fees	-	16.00	(16.00)	48.00	0.00%
Miscellaneous	-	1,666.67	(1,666.67)	5,000.00	0.00%
Meeting Room	-	83.33	(83.33)	250.00	0.00%
Office Supplies	-	90.00	(90.00)	270.00	0.00%
Web Site Maintenance	980.00	1,080.00	(100.00)	3,240.00	30.25%
Holiday Decorations	750.00	333.33	416.67	1,000.00	75.00%
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00	100.00%
Total General & Administrative Expenses	\$ 20,668.70	\$ 47,066.60	\$ (26,397.90)	\$ 141,199.80	14.64%



Midtown Improvement District
Budget to Actual
For the Month Ending 1/31/2026

	YTD Actual	YTD Budget	YTD Variance	FY 2026 Adopted Budget	Percentage Spent
Field Operations					
Electric Utility Services					
Electric	\$ 152.12	\$ 1,000.00	\$ (847.88)	\$ 3,000.00	5.07%
Water-Sewer Combination Services					
Water Reclaimed	1,899.41	5,000.00	(3,100.59)	15,000.00	12.66%
Other Physical Environment					
General Insurance	3,353.00	1,212.48	2,140.52	3,637.45	92.18%
Property & Casualty Insurance	495.00	185.15	309.85	555.45	89.12%
Other Insurance	500.00	500.00	-	1,500.00	33.33%
Irrigation Repairs	4,556.50	15,000.00	(10,443.50)	45,000.00	10.13%
Landscaping Maintenance & Material	45,487.00	53,333.33	(7,846.33)	160,000.00	28.43%
Tree Trimming	-	3,166.67	(3,166.67)	9,500.00	0.00%
Flower & Plant Replacement	-	5,066.67	(5,066.67)	15,200.00	0.00%
Contingency	202.72	3,333.33	(3,130.61)	10,000.00	2.03%
Pest Control	579.50	400.00	179.50	1,200.00	48.29%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	400.76	424.00	(23.24)	1,272.00	31.51%
IME - Irrigation Repairs	180.42	400.00	(219.58)	1,200.00	15.04%
IME - Landscaping	11,524.80	11,724.84	(200.04)	35,174.52	32.76%
IME - Lighting	71.67	160.00	(88.33)	480.00	14.93%
IME - Miscellaneous	36.59	800.00	(763.41)	2,400.00	1.52%
IME - Water Reclaimed	113.02	200.00	(86.98)	600.00	18.84%
IME - Landscape Improvements	-	1,600.00	(1,600.00)	4,800.00	0.00%
Trail Expenses					
Trail Maintenance	-	6,666.67	(6,666.67)	20,000.00	0.00%
Road & Street Facilities					
Entry and Wall Maintenance	1,550.00	380.00	1,170.00	1,140.00	135.96%
Hardscape Maintenance	3,850.00	1,666.67	2,183.33	5,000.00	77.00%
Streetlights	11,673.17	12,500.00	(826.83)	37,500.00	31.13%
Accent Lighting	-	253.33	(253.33)	760.00	0.00%
Parks & Recreation					
Personnel Leasing Agreement - Administrator	2,026.64	2,026.67	(0.03)	6,080.00	33.33%
Personnel Leasing Agreement - Irrigation Specialist	2,533.32	2,533.33	(0.01)	7,600.00	33.33%
Reserves					
Infrastructure Capital Reserve	-	2,812.00	(2,812.00)	8,436.00	0.00%
Interchange Maintenance Reserve	-	398.58	(398.58)	1,195.73	0.00%
Total Field Operations Expenses	\$ 91,185.64	\$ 132,743.72	\$ (41,558.08)	\$ 398,231.15	22.90%
Total Expenses	\$ 111,854.34	\$ 179,810.32	\$ (67,955.98)	\$ 539,430.95	20.74%
Income (Loss) from Operations	\$ 22,998.40	\$ (6.67)	\$ 23,005.07	\$ (20.00)	
Other Income (Expense)					
Interest Income	\$ 1,147.46	\$ 6.67	\$ 1,140.79	\$ 20.00	5737.30%
Total Other Income (Expense)	\$ 1,147.46	\$ 6.67	\$ 1,140.79	\$ 20.00	5737.30%
Net Income (Loss)	\$ 24,145.86	\$ -	\$ 24,145.86	\$ -	



Midtown Improvement District
Cash Flow

	Beg. Cash	FY25 Inflows	FY25 Outflows	FY26 Inflows	FY26 Outflows	End. Cash
9/1/2025	86,947.83	329.39	(41,541.56)	-	(7,091.00)	38,644.66
10/1/2025	38,644.66	-	(11,812.34)	106.70	-	26,939.02
11/1/2025	26,939.02	-	-	4,458.53	(6,712.39)	24,685.16
12/1/2025	24,685.16	-	(9,516.91)	145,295.23	(49,650.17)	110,813.31
1/1/2026	110,813.31	-	-	5,489.84	(48,271.30)	68,031.85
2/1/2026	68,031.85	-	-	-	(15,933.89)	52,097.96 As of 2/10/2026
Totals		329.39	(62,870.81)	155,350.30	(127,658.75)	