

# Midtown Improvement District

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

<https://midtownid.com>

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Midtown Improvement District ("District"), scheduled to be held at **3:30 p.m. on Tuesday, 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.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 Proposals for Trail Repairs** (*provided under separate cover*)
5. **Ratification of Operation and Maintenance Expenditures Paid in January 2026 in an amount totaling \$32,878.00**
6. **Recommendation of Work Authorizations/Proposed Services** (*if applicable*)
7. **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



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# **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	(via phone)
Blake Firth	PFM	(via phone)
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**

District Counsel – 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.

District Manager – Ms. Walden noted the next meeting is scheduled for Tuesday, February 17, 2026.

District Engineer – No report.

Construction Supervisor – No report.

Landscape Supervisor – No report.

Irrigation Supervisor – 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.

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**Secretary/Assistant Secretary**

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**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? <b>Proposal</b>		
Amount of Services? <b>\$2,360</b>		
Recommendation to Approve?	X	

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



January 12, 2026

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

Via email: [jjnewton@lja.com](mailto:jjnewton@lja.com)

**Subject: Centerline Drive Segments A-D – Segment D Pipe Endwall Add Service  
Greenway 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:**

Greenway 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  
Greenway Improvement District

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



**EXHIBIT B**

**AVCON, INC.  
ENGINEERS & PLANNERS**

5555 F 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	<b>\$250.00</b>
Project Manager	<b>\$200.00</b>
Senior Engineer	<b>\$175.00</b>
Engineer	<b>\$150.00</b>
Technician	<b>\$100.00</b>
Clerical	<b>\$60.00</b>

**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		Man-hours By Activity	Salary By Activity
	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate		
<b>Pipe Endwall Design Phase</b>												
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
<b>Sub-Total</b>											<b>0.00</b>	<b>\$0.00</b>
<b>Pipe Endwall Post Design Phase</b>												
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
<b>Sub-Total</b>											<b>13.00</b>	<b>\$2,360.00</b>
<b>Total Salary [(MHxHR)]</b>	<b>0.00</b>		<b>8.00</b>		<b>4.00</b>		<b>0.00</b>		<b>1.00</b>		<b>13.00</b>	<b>\$2,360.00</b>

Total hours



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# **Midtown Improvement District**

**Construction Committee Member Vacancy**



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# **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

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**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”**

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

ATTEST:

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**



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# Midtown Improvement District

**Proposals for Trail Repairs**  
*(provided under separate cover)*



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# **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:

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\_\_\_\_ 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
<b>BANK ID: OM9019 - CITY NATIONAL BANK</b>					<b>001-101-0000-00-01</b>
1573	1/05/26	P	BCID	Boggy Creek Improvement Distri	\$58.13
1574	1/05/26	P	BERMAN	Berman Construction	\$3,850.00
1575	1/05/26	P	DONMC	Donald W McIntosh Associates	\$10,313.36
1576	1/05/26	P	KUTAK	Kutak Rock	\$694.50
1577	1/20/26	P	BCID	Boggy Creek Improvement Distri	\$47.65
1578	1/20/26	P	BERMAN	Berman Construction	\$1,139.99
1579	1/20/26	P	CEPRA	Cepra Landscape	\$14,494.75
1580	1/27/26	P	DONMC	Donald W McIntosh Associates	\$5,203.26
1581	1/27/26	P	PFM	PFM Group Consulting	\$2,916.67
1582	1/28/26	P	BSCHAD	Brent Schademan	\$200.00
1583	1/28/26	P	DVENTU	Damon Ventura	\$200.00
1584	1/28/26	P	RADAMS	Rob Adams	\$200.00
1585	1/28/26	P	RDOMIN	Ron Domingue	\$200.00
1586	1/28/26	P	RLEVEY	Richard Levey	\$200.00
1587	1/28/26	P	VGLOBA	VGlobalTech	\$300.00
<b>BANK OM9019 REGISTER TOTAL:</b>					<b>\$40,018.31</b>
<b>BANK ID: OM-ACH - CITY NATIONAL BANK - ACH &amp; WIRES</b>					<b>001-101-0000-00-01</b>
70049	1/20/26	M	OUC	Orlando Utilities Commission	\$5,014.91
70050	1/30/26	M	BCID	Boggy Creek Improvement Distri	\$3,238.08
<b>BANK OM-ACH REGISTER TOTAL:</b>					<b>\$8,252.99</b>
<b>GRAND TOTAL :</b>					<b>\$48,271.30</b>

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

<b>BANK:</b>	<b>OM9019</b>	<b>CHECK:</b>	<b>1573</b>	<b>AMOUNT:</b>	<b>\$58.13</b>	<b>DATE:</b>	<b>01/05/26</b>	<b>VEND ID:</b>	<b>BCID</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
10/31/25	OSC126433594	FR 129 - Ad: 7871272 split 5 w				\$0.00	\$58.13		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$58.13</b>		
<b>BANK:</b>	<b>OM9019</b>	<b>CHECK:</b>	<b>1574</b>	<b>AMOUNT:</b>	<b>\$3,850.00</b>	<b>DATE:</b>	<b>01/05/26</b>	<b>VEND ID:</b>	<b>BERMAN</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
07/07/25	54709	PA 206 - Curb maintenance				\$0.00	\$3,850.00		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$3,850.00</b>		
<b>BANK:</b>	<b>OM9019</b>	<b>CHECK:</b>	<b>1575</b>	<b>AMOUNT:</b>	<b>\$10,313.36</b>	<b>DATE:</b>	<b>01/05/26</b>	<b>VEND ID:</b>	<b>DONMC</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
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		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$10,313.36</b>		
<b>BANK:</b>	<b>OM9019</b>	<b>CHECK:</b>	<b>1576</b>	<b>AMOUNT:</b>	<b>\$694.50</b>	<b>DATE:</b>	<b>01/05/26</b>	<b>VEND ID:</b>	<b>KUTAK</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
12/16/25	3673411	PA 206 - Gen. legal thru 11/30				\$0.00	\$694.50		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$694.50</b>		
<b>BANK:</b>	<b>OM9019</b>	<b>CHECK:</b>	<b>1577</b>	<b>AMOUNT:</b>	<b>\$47.65</b>	<b>DATE:</b>	<b>01/20/26</b>	<b>VEND ID:</b>	<b>BCID</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
11/30/25	OSC128495275	FR 131 - Ad: 7882584 split 5 w				\$0.00	\$47.65		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$47.65</b>		
<b>BANK:</b>	<b>OM9019</b>	<b>CHECK:</b>	<b>1578</b>	<b>AMOUNT:</b>	<b>\$1,139.99</b>	<b>DATE:</b>	<b>01/20/26</b>	<b>VEND ID:</b>	<b>BERMAN</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
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		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$1,139.99</b>		
<b>BANK:</b>	<b>OM9019</b>	<b>CHECK:</b>	<b>1579</b>	<b>AMOUNT:</b>	<b>\$14,494.75</b>	<b>DATE:</b>	<b>01/20/26</b>	<b>VEND ID:</b>	<b>CEPRA</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
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		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$14,494.75</b>		
<b>BANK:</b>	<b>OM-ACH</b>	<b>CHECK:</b>	<b>70049</b>	<b>AMOUNT:</b>	<b>\$5,014.91</b>	<b>DATE:</b>	<b>01/20/26</b>	<b>VEND ID:</b>	<b>OUC</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
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		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$5,014.91</b>		
<b>BANK:</b>	<b>OM9019</b>	<b>CHECK:</b>	<b>1580</b>	<b>AMOUNT:</b>	<b>\$5,203.26</b>	<b>DATE:</b>	<b>01/27/26</b>	<b>VEND ID:</b>	<b>DONMC</b>
<b>Date</b>	<b>Invoice Number</b>	<b>Invoice Description</b>				<b>Discount Taken</b>	<b>Amount Paid</b>		
12/19/25	48282	FR 132 - Centerline Drive - Se				\$0.00	\$5,203.26		
<b>TOTALS:</b>						<b>\$0.00</b>	<b>\$5,203.26</b>		

**Midtown Improvement District**  
January 2026 AP Remittance Report

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



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# Midtown Improvement District

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



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# **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
<b><u>Assets</u></b>			
<b><u>Current Assets</u></b>			
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>
<b>Total Assets</b>	<b><u>\$ 107,220.16</u></b>	<b><u>\$ 11,131.33</u></b>	<b><u>\$ 118,351.49</u></b>
<b><u>Liabilities and Net Assets</u></b>			
<b><u>Current Liabilities</u></b>			
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>
<b>Total Liabilities</b>	<b><u>\$ 21,817.89</u></b>	<b><u>\$ 22,262.66</u></b>	<b><u>\$ 44,080.55</u></b>
<b><u>Net Assets</u></b>			
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)
<b>Total Net Assets</b>	<b><u>\$ 85,402.27</u></b>	<b><u>\$ (11,131.33)</u></b>	<b><u>\$ 74,270.94</u></b>
<b>Total Liabilities and Net Assets</b>	<b><u>\$ 107,220.16</u></b>	<b><u>\$ 11,131.33</u></b>	<b><u>\$ 118,351.49</u></b>



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

	General Fund	Capital Projects Fund	Total
<b><u>Revenues</u></b>			
Developer Contributions	\$ 134,852.74		\$ 134,852.74
Developer Contributions		\$ 15,393.30	15,393.30
Total Revenues	<u>\$ 134,852.74</u>	<u>\$ 15,393.30</u>	<u>\$ 150,246.04</u>
<b><u>Expenses</u></b>			
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	<u>\$ 111,854.34</u>	<u>\$ 26,524.63</u>	<u>\$ 138,378.97</u>



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

	General Fund	Capital Projects Fund	Total
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>			
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>
<b>Change In Net Assets</b>	\$ 24,145.86	\$ (11,131.33)	\$ 13,014.53
<b>Net Assets At Beginning Of Year</b>	<u>\$ 61,256.41</u>	<u>\$ -</u>	<u>\$ 61,256.41</u>
<b>Net Assets At End Of Year</b>	<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
<b>Revenues</b>					
Developer Contributions	\$ 134,852.74	\$ 179,803.65	\$ (44,950.91)	\$ 539,410.95	25.00%
<b>Net Revenues</b>	<b>\$ 134,852.74</b>	<b>\$ 179,803.65</b>	<b>\$ (44,950.91)</b>	<b>\$ 539,410.95</b>	<b>25.00%</b>
<b>General &amp; Administrative Expenses</b>					
<b>Legislative</b>					
Supervisor Fees	\$ 1,800.00	\$ 4,000.00	\$ (2,200.00)	\$ 12,000.00	15.00%
<b>Financial &amp; Administrative</b>					
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%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 20,668.70</b>	<b>\$ 47,066.60</b>	<b>\$ (26,397.90)</b>	<b>\$ 141,199.80</b>	<b>14.64%</b>



**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
<b><u>Field Operations</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ 152.12	\$ 1,000.00	\$ (847.88)	\$ 3,000.00	5.07%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	1,899.41	5,000.00	(3,100.59)	15,000.00	12.66%
<b>Other Physical Environment</b>					
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%
<b>Interchange Maintenance Expenses</b>					
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%
<b>Trail Expenses</b>					
Trail Maintenance	-	6,666.67	(6,666.67)	20,000.00	0.00%
<b>Road &amp; Street Facilities</b>					
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%
<b>Parks &amp; Recreation</b>					
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%
<b>Reserves</b>					
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%
<b>Total Field Operations Expenses</b>	<b>\$ 91,185.64</b>	<b>\$ 132,743.72</b>	<b>\$ (41,558.08)</b>	<b>\$ 398,231.15</b>	<b>22.90%</b>
<b>Total Expenses</b>	<b>\$ 111,854.34</b>	<b>\$ 179,810.32</b>	<b>\$ (67,955.98)</b>	<b>\$ 539,430.95</b>	<b>20.74%</b>
<b>Income (Loss) from Operations</b>	<b>\$ 22,998.40</b>	<b>\$ (6.67)</b>	<b>\$ 23,005.07</b>	<b>\$ (20.00)</b>	
<b><u>Other Income (Expense)</u></b>					
Interest Income	\$ 1,147.46	\$ 6.67	\$ 1,140.79	\$ 20.00	5737.30%
<b>Total Other Income (Expense)</b>	<b>\$ 1,147.46</b>	<b>\$ 6.67</b>	<b>\$ 1,140.79</b>	<b>\$ 20.00</b>	<b>5737.30%</b>
<b>Net Income (Loss)</b>	<b>\$ 24,145.86</b>	<b>\$ -</b>	<b>\$ 24,145.86</b>	<b>\$ -</b>	



Midtown Improvement District  
Cash Flow

	<b>Beg. Cash</b>	<b>FY25 Inflows</b>	<b>FY25 Outflows</b>	<b>FY26 Inflows</b>	<b>FY26 Outflows</b>	<b>End. Cash</b>
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)	