

Myrtle Creek Improvement District

12051 Corporate Boulevard Orlando, FL 32817; 407-382-3256

www.myrtlecreekid.org

The following is the proposed agenda for the Meeting of the Board of Supervisors for the Myrtle Creek Improvement District (“District”), scheduled to be held at **5:00 p.m. on Tuesday, January 15, 2019 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

For those unable to attend in person, you may participate by telephone:

Phone: 1-866-398-2885

Participant Code: 275521

BOARD OF SUPERVISORS’ MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the December 18, 2018 Board of Supervisors’ Meeting**

Business Matters

- **Discussion of Authorization to Issue Request for Qualifications for Traffic Signal Design**
- 2. **Consideration of District Management and Assessment Consultant Agreement**
- 3. **Consideration of Financial Advisory Agreement**
- 4. **Consideration of Resolution 2019-04, Designating District Manager, Assessment Consultant and Financial Advisor**
- 5. **Ratification of Operation and Maintenance Expenditures Paid in December 2018 in an amount totaling \$105,562.58**
- 6. **Recommendation of Work Authorization/Proposed Services (*if applicable*)**
- 7. **Review of District’s Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports
 - 1. District Counsel
 - 2. District Manager
 - 3. District Engineer
 - 4. Construction Supervisor
 - 5. Irrigation Specialist
- B. Audience Comments, Supervisor Requests

Adjournment

**MYRTLE CREEK
IMPROVEMENT DISTRICT**

**Minutes of the December 18, 2018
Board of Supervisors' Meeting**

**MYRTLE CREEK IMPROVEMENT DISTRICT
BOARD OF SUPERVISORS' MEETING MINUTES**

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Myrtle Creek Improvement District was called to order on Tuesday, December 18, 2018 at 5:24 p.m. at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827. Board Members listed below constituted a quorum.

Jeff Macre	Chair	(via phone)
Bob da Silva	Vice-Chair	
Donald Tubbs	Assistant Secretary	
Kyle Scholl	Assistant Secretary	

Also present were:

Lynne Mullins	Fishkind & Associates
Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor
Troy Davidson	Construction Committee
Scott Thacker	Construction Committee
Tucker Mackie	Hopping Green & Sams

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments at this time.

THIRD ORDER OF BUSINESS

**Consideration of Award of
Construction - Lake Nona
Central Performance Drive
Phase 3**

Mr. Kaufmann presented the Bid Summary Sheet (Minutes Exhibit A). He stated that the District received four bids and the lowest bidder for this section was Jr. Davis Construction Company, Inc. in the amount of \$3,130,593.00. The Construction Committee reviewed the bids and noted that there were no apparent anomalies in the bid and recommended Jr. Davis Construction Company, Inc. for the project.

Mr. da Silva asked if it is the intent to proceed with construction and then do a Change Order for the four lanes or get the four lane plans priced before. Mr. Newton responded that Jr. Davis has the four lane plans but they have not priced them yet. It was the intent of the Construction Committee to issue this as a conditional notice of award and then evaluate the contractor's pricing for the 4-lane roadway to make sure it was in order before issuing the formal notice of award and executing a construction contract. Mr. Kaufmann stated that if the Construction Committee was happy with it, they would issue a change order and if not, they would re-bid the contract. Mr. da Silva asked if this includes the intersection work. Mr. Newton replied that it includes the left turn lane from Lake Nona Boulevard onto Performance Drive. The Construction Committee does not want to submit the four-lane design to the City of Orlando until the two-lane design permit has been issued because it will delay the project and the District cannot draw the permit from the City without a Contractor.

On Motion by Mr. da Silva, second by Mr. Scholl, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District approved the Conditional Award to Jr. Davis Construction Company, Inc. for Construction - Lake Nona Central Performance Drive Phase 3 subject to final pricing of a four-lane roadway configuration.

FOURTH ORDER OF BUSINESS

Swearing in Newly Elected Board Members

Ms. Mullins stated for the record that she administered oath of office to Mr. da Silva prior to the meeting.

FIFTH ORDER OF BUSINESS

Consideration of the Minutes of the November 29, 2018 Board of Supervisors' Meeting

Board Members reviewed the minutes from the November 29, 2018 Board of Supervisors' Meeting.

On Motion by Mr. da Silva, second by Mr. Tubbs, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District approved the Minutes of the November 29, 2018 Board of Supervisors' Meeting.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution
2019-03, Election of Officers**

Ms. Mullins requested to add herself as an Assistant Secretary.

On Motion by Mr. da Silva, second by Mr. Scholl, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District approved Resolution 2019-03, Election of Officers, as follows; Mr. Jeff Macre, as Chair, Mr. Bob da Silva as Vice-Chair, Mr. Donald Tubbs, Mr. Kam Shenai, and Mr. Kyle Scholl as Assistant Secretaries, Ms. Jennifer Walden as Secretary, Dr. Hank Fishkind and Ms. Lynne Mullins as Assistant Secretaries, Dr. Hank Fishkind as Treasurer, and Ms. Jennifer Glasgow as Assistant Treasurer.

SEVENTH ORDER OF BUSINESS

**Consideration of
Amendment to Engineering
Services**

Mr. Kaufmann presented a letter addressed to the Board from Mr. Newton with Donald W. McIntosh Associates. The letter requests an update to the engineer's hourly rates as shown in the letter. He noted that this is the first time they have requested a raise in hourly rates in 15 years of service. The rates are comparable to other engineers of equal experience and ability.

Mr. Scholl asked about budget concerns. Ms. Mackie stated that it would only pertain to meeting related expenses and the construction fund is different. Mr. Newton stated that he reviewed the budget and we should be good.

On Motion by Mr. Scholl, second by Mr. da Silva, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District approved the Amendment to Engineering Services (Schedule Rate 12).

EIGHTH ORDER OF BUSINESS

**Ratification of Operation
and Maintenance
Expenditures Paid in
November 2018 in an
amount totaling \$67,432.16**

Board Members reviewed the Operation and Maintenance Expenditures paid in November 2018 in an amount totaling \$67,432.16. Ms. Mullins noted that these have already been approved and paid but just needs to be ratified by the Board.

On Motion by Mr. Tubbs, second by Mr. Scholl, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in November 2018 in an amount totaling \$67,432.16.

NINTH ORDER OF BUSINESS

**Recommended Work
Authorization/Proposed
Services**

Mr. Kaufmann noted that there were no work authorizations for this Board.

TENTH ORDER OF BUSINESS

**Consideration of Irrigation
Improvements**

Ms. Mackie stated that Ms. Lane reviewed the numbers and thinks that there is enough room in the budget for the expenditures that the Board approved at the last meeting, recommending that they be phased. There are reserve funds available for this as well. District staff is looking at consolidating some of these. Ms. Lane will probably come back with some recommendations at the next meeting.

Ms. Mackie stated that the Board approved the irrigation related improvements and the thought was to continue with the first controller that had the most problems and move forward from there. There was no action required at this time.

Mr. Tubbs stated that when he turned in on Lake Nona Boulevard, he saw the information board but couldn't read what it said. Board Members said that OUC is out working. Mr. Kaufmann asked Mr. Tubbs to email him a photo and he will look into it.

Mr. Macre stated that the Board previously discussed the repair of the jogging path and the issues around blocking the path. The 7-Eleven guys were doing their work the other day and they shut it completely down, blocking it. Is the District liable and should we be concerned when others are working in the District and blocking the path with no other direction? Mr. Kaufmann responded that if the City did not approve the trail closure then the City could shut the project down. Mr. Newton stated 7-Eleven would be at risk, not the District.

ELEVENTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD

Board Members reviewed the Statement of Financial Position and Budget to Actual through the end of October. There was no action required.

TWELFTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – No Report

District Engineer – No Report

Construction Supervisor – No Report

Irrigation Specialist - No Report

THIRTEENTH ORDER OF BUSINESS

**Supervisor Requests,
Audience Comments
& Adjournment**

Mr. Scholl stated that since Mr. Tubbs is departing soon, he has solicited some residents to see about filling his seat but has not heard back from anyone. He asked who he should contact about resumes. Ms. Mackie responded that he should contact Ms. Mullins. Ms. Mackie stated that Mr. Tubbs would have to resign first for the seat to be made available. The Board can consider all resumes after his resignation from the Board. Mr. Tubbs stated that he was looking to resign around March.

Ms. Mullins requested a motion to adjourn.

On Motion by Mr. Scholl, second by Mr. Tubbs, with all in favor, the December 18, 2018 Meeting of the Board of Supervisors of the Myrtle Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

Exhibit A

**BID SUMMARY SHEET
MYRTLE CREEK IMPROVEMENT DISTRICT
LAKE NONA CENTRAL PERFORMANCE DRIVE PHASE 3
Bids Received: December 5, 2018**

	Total Bid	Time to Complete
Jr. Davis Construction Company	\$ 3,130,593.00	270 Calendar Days
JMHC, Inc.	\$ 3,711,779.27	210 Calendar Days
Hubbard Construction Company	\$ 3,806,766.09	425 Calendar Days
Prime Construction Group, Inc.	\$ 4,494,811.05	300 Calendar Days

BID TABULATION
MYRTLE CREEK IMPROVEMENT DISTRICT
LAKE NONA CENTRAL PERFORMANCE DRIVE PHASE 3
Bid Received: December 6, 2018

ITEM	DESCRIPTION	Jr. Davis Construction Company					JMHC, Inc.					Hubbard Construction Company					Prime Construction Group, Inc.									
		QUANTITY	UNIT	MATERIAL COST	INSTALLATION COST	TOTAL UNIT COST	AMOUNT	QUANTITY	UNIT	MATERIAL COST	INSTALLATION COST	TOTAL UNIT COST	AMOUNT	QUANTITY	UNIT	MATERIAL COST	INSTALLATION COST	TOTAL UNIT COST	AMOUNT	QUANTITY	UNIT	MATERIAL COST	INSTALLATION COST	TOTAL UNIT COST	AMOUNT	
PRELIMINARIES																										
1	Mobilization	1	LS			\$ 8,700.00	\$ 8,700.00	1	LS			\$ 20,070.00	\$ 20,070.00	1	LS	\$380,000.00	\$380,000.00	\$ 380,000.00	1	LS			\$250,000.00	\$250,000.00	\$ 250,000.00	
2	Maintenance of Traffic	1	LS			\$ 16,500.00	\$ 16,500.00	1	LS			\$ 14,020.00	\$ 14,020.00	1	LS	\$30,064.96	\$ 30,064.96	\$ 30,064.96	1	LS			\$15,000.00	\$ 15,000.00	\$ 15,000.00	
3	Performance & Payment Bond (115%)	1	LS			\$ 33,000.00	\$ 33,000.00	1	LS			\$ 76,890.00	\$ 76,890.00	1	LS	\$10,718.85	\$ 10,718.85	\$ 10,718.85	1	LS			\$35,000.00	\$ 35,000.00	\$ 35,000.00	
4	Construction Stakes	1	LS			\$ 37,800.00	\$ 37,800.00	1	LS			\$ 72,000.00	\$ 72,000.00	1	LS	\$4,521.82	\$ 4,521.82	\$ 4,521.82	1	LS			\$30,000.00	\$ 30,000.00	\$ 30,000.00	
5	Geotechnical Testing (Contractor pre-test, utility sleeves, conduit & ventor gain)	1	LS			\$ 8,000.00	\$ 8,000.00	1	LS			\$31,000.00	\$ 31,000.00	1	LS	\$29,585.85	\$ 29,585.85	\$ 29,585.85	1	LS			\$25,000.00	\$ 25,000.00	\$ 25,000.00	
6	Survey and City Standard As-Built	1	LS			\$ 4,500.00	\$ 4,500.00	1	LS			\$ 11,050.00	\$ 11,050.00	1	LS	\$7,537.88	\$ 7,537.88	\$ 7,537.88	1	LS			\$8,500.00	\$ 8,500.00	\$ 8,500.00	
7	FDEP NPDES Permit	1	LS			\$ 800.00	\$ 800.00	1	LS			\$ 22,180.00	\$ 22,180.00	1	LS	\$476.70	\$ 476.70	\$ 476.70	1	LS			\$750.00	\$ 750.00	\$ 750.00	
8	Permit Fees	1	LS			\$ 14,000.00	\$ 14,000.00	1	LS			\$ -	\$ -	1	LS	\$1,802.70	\$ 1,802.70	\$ 1,802.70	1	LS			\$2,500.00	\$ 2,500.00	\$ 2,500.00	
9	2 Year Maintenance Bond (15%)	1	LS			\$ 7,100.00	\$ 7,100.00	1	LS			\$12,400.00	\$ 12,400.00	1	LS	\$738.93	\$ 738.93	\$ 738.93	1	LS			\$1,800.00	\$ 1,800.00	\$ 1,800.00	
10	Management, Coordination and Supervision of Landscape & Irrigation Contractor	1	LS			\$ 18,000.00	\$ 18,000.00	1	LS			\$ -	\$ -	1	LS	\$550.00	\$ 550.00	\$ 550.00	1	LS			\$2,000.00	\$ 2,000.00	\$ 2,000.00	
	Subtotal					\$ 142,400.00						\$ 288,870.00				\$ 643,800.07						\$ 382,760.00				
100 SITE PREPARATION/EARTHWORK																										
101	Clear & Grub	7.54	AC			\$ 4,000.00	\$ 301,800.00	12.00	AC			\$ 8,460.00	\$ 77,200.00	5.00	AC	\$7,486.80	\$ 7,486.80	\$ 43,302.80	11.00	AC			\$6,500.00	\$ 6,500.00	\$ 71,800.00	
102	Regular Excavation Balanced Cut and Fill	39.281	CY			\$ 8.40	\$ 330,000.40	21.630	CY			\$ 11.20	\$ 244,819.00	18.850	CY	\$3.44	\$14.13	\$ 17.57	\$31,526.33	34.280	CY			\$12.50	\$ 15.00	\$ 515,400.00
103	Sod	178	Y			\$ 26.00	\$ 4,608.00	44,640	Y			\$ 2.21	\$ 98,544.00	17,487	Y	\$2.00	\$1.97	\$ 3.97	\$ 69,423.30	56,850	Y			\$2.25	\$ 2.00	\$ 230,062.50
104	Erosion Control Silt Fence	7,032	LF			\$ 4.10	\$ 28,831.20	7,080	LF			\$ 0.88	\$ 6,088.80	7,051	LF	\$0.30	\$1.00	\$ 1.30	\$ 9,800.80	7,100	LF			\$2.50	\$ 2.50	\$ 17,850.00
105	Soil Tracking Device	1	LS			\$ 9,500.00	\$ 9,500.00	1	LS			\$ 9,150.00	\$ 9,150.00	1	LS	\$750.00	\$288.00	\$ 3,819.00	\$ 723.00	1	LS			\$75,000.00	\$ 75,000.00	\$ 75,000.00
106	Severed and Remove Existing Pavement, Curbing, Sidewalk and Ramps	1	LS			\$ 7,000.00	\$ 7,000.00	1	LS			\$ 21,200.00	\$ 21,200.00	1	LS	\$10,081.84	\$ 10,081.84	\$ 10,881.84	1	LS			\$15,000.00	\$ 15,000.00	\$ 15,000.00	
107	Existing Inlet Protection Curbing and Sediment Basins	1	LS			\$ 7,000.00	\$ 7,000.00	1	LS			\$ 3,520.00	\$ 3,520.00	2	LS	\$100.00	\$73.86	\$ 373.86	\$ 1,131.86	1	LS			\$600.00	\$ 600.00	\$ 600.00
	Subtotal					\$ 499,070.00						\$ 460,552.00				\$ 1,477,487.28						\$ 866,817.00				
200 STORM DRAINAGE																										
201	Type 5 and 6 Curb Inlet	8	EA	\$1,800.00	\$3,600.00	\$ 570.00	\$ 4,500.00	8	EA	\$3,220.00	\$1,610.00	\$ 4,830.00	\$ 28,890.00	7	EA	\$1,486.70	\$4,784.68	\$ 6,261.47	\$ 43,830.28	8	EA	\$1,800.00	\$4,590.80	\$ 6,000.00	\$ 55,200.00	
202	Manhole Type B	13	EA	\$1,400.00	\$18,200.00	\$ 4,000.00	\$ 52,000.00	14	EA	\$2,400.00	\$19,250.00	\$ 4,355.00	\$ 60,970.00	14	EA	\$1,072.15	\$2,804.06	\$ 4,776.21	\$ 65,886.94	14	EA	\$2,283.84	\$3,816.16	\$ 5,800.00	\$ 87,800.00	
203	6" PVC Underdrain w/Cleanout	3,072	LF	\$4.07	\$12,302.64	\$ 27.00	\$ 83,133.00	3,030	LF	\$33.00	\$14,455.00	\$ 37.45	\$ 113,473.50	2,888	LF	\$9.57	\$27,202.00	\$ 31.77	\$ 91,782.75	3,000	LF	\$6.44	\$19.56	\$ 40.00	\$ 120,000.00	
204	15" RCP CLASS III (ASTM C-76)	7	LF	\$12.00	\$ 84.00	\$ 55.00	\$ 385.00	7	LF	\$20.00	\$140.00	\$ 48.00	\$ 336.00	7	LF	\$4.84	\$33.81	\$ 48.00	\$ 336.00	7	LF	\$12.52	\$ 87.64	\$ 60.00	\$ 420.00	
205	18" RCP CLASS III (ASTM C-76)	415	LF	\$18.00	\$ 7,470.00	\$ 41.00	\$ 17,015.00	415	LF	\$23.00	\$ 9,517.50	\$ 48.00	\$ 19,920.00	380	LF	\$23.30	\$ 8,854.80	\$ 65.45	\$ 24,757.80	415	LF	\$22.40	\$ 9,216.00	\$ 65.00	\$ 26,975.00	
208	24" RCP CLASS III (ASTM C-76)	238	LF	\$24.00	\$ 5,712.00	\$ 58.00	\$ 13,868.00	236	LF	\$34.00	\$ 8,052.00	\$ 65.00	\$ 15,404.00	236	LF	\$29.82	\$ 7,058.72	\$ 76.00	\$ 18,056.40	236	LF	\$30.07	\$ 7,178.52	\$ 70.00	\$ 16,672.00	
207	30" RCP CLASS III (ASTM C-76)	293	LF	\$31.76	\$ 9,305.28	\$ 58.00	\$ 16,934.00	293	LF	\$49.00	\$ 14,397.00	\$ 79.00	\$ 23,176.00	303	LF	\$41.00	\$ 12,123.00	\$ 89.00	\$ 26,889.78	293	LF	\$40.70	\$ 11,904.10	\$ 90.00	\$ 26,270.00	
208	36" RCP CLASS III (ASTM C-76)	638	LF	\$44.37	\$ 28,308.66	\$ 84.00	\$ 53,424.00	636	LF	\$66.00	\$ 42,072.00	\$ 97.00	\$ 61,892.00	636	LF	\$52.24	\$ 33,532.32	\$ 111.16	\$ 70,897.76	636	LF	\$46.81	\$ 29,789.80	\$ 135.00	\$ 85,860.00	
209	48" RCP CLASS III (ASTM C-76)	1,289	LF	\$78.10	\$ 100,681.90	\$ 176.00	\$ 225,575.00	1,289	LF	\$103.00	\$ 132,857.00	\$ 158.00	\$ 201,084.00	1,289	LF	\$86.25	\$ 110,722.50	\$ 208.45	\$ 268,692.05	1,289	LF	\$88.23	\$ 113,915.17	\$ 175.00	\$ 225,750.00	
210	48" Concrete Flared End Section	1	EA	\$235,200.00	\$ 235,200.00	\$ 8,500.00	\$ 243,700.00	1	EA	\$3,840.00	\$3,840.00	\$ 5,130.00	\$ 8,970.00	1	EA	\$2,617.86	\$2,617.86	\$ 3,268.80	\$ 5,886.66	1	EA	\$8,206.27	\$16,693.73	\$ 25,000.00	\$ 25,000.00	
211	Rimstop Ages	20	TONS			\$ 185.80	\$ 3,716.00	53	TONS	\$74.00	\$ 3,922.00	\$ 1,200.00	\$ 6,360.00	118	TONS	\$72.81	\$ 8,581.38	\$ 112.77	\$ 13,206.86	30	TONS	\$114.65	\$ 2,251.50	\$ 4,000.00	\$ 12,800.00	
212	Testing per City Standards	1	LS			\$ 330,000.00	\$ 330,000.00	1	LS			\$ 35,920.00	\$ 35,920.00	1	LS	\$5,599.40	\$1,822.40	\$ 37,870.00	\$ 37,870.00	1	LS			\$29,000.00	\$ 29,000.00	\$ 29,000.00
	Subtotal					\$ 665,944.00						\$ 672,406.00				\$ 2,474,958.80						\$ 1,705,820.00				
300 WATER DISTRIBUTION																										
301	Connect to Existing 12" Water Main	1	EA	\$3,700.00	\$3,700.00	\$ 16,000.00	\$ 19,700.00	2	EA	\$27,200.00	\$1,890.00	\$ 4,410.00	\$ 33,500.00	1	EA	\$5,324.84	\$5,324.84	\$ 10,403.20	\$ 15,728.04	1	EA			\$ 5,500.00	\$ 5,500.00	\$ 5,500.00
302	12" Ductile Iron w/Fillings	2,285	LF	\$28.64	\$ 65,442.40	\$ 50.00	\$ 114,200.00	2,400	LF	\$44.00	\$105,600.00	\$ 1,100.00	\$ 2,640,000.00	2,140	LF	\$37.29	\$ 81,130.80	\$ 67.69	\$ 144,792.40	2,385	LF	\$29.29	\$ 68,912.15	\$ 62.00	\$ 147,870.00	
303	12" Gate Valve	8	EA	\$1,851.00	\$14,808.00	\$ 2,900.00	\$ 17,708.00	5	EA	\$2,390.00	\$11,950.00	\$ 2,840.00	\$ 14,200.00	5	EA	\$86.21	\$431.05	\$ 1,574.73	\$ 2,005.78	6	EA	\$1,527.02	\$1,872.00	\$ 3,500.00	\$ 21,000.00	
304	10" Ductile Iron w/Fillings	216	LF	\$33.82	\$ 7,303.92	\$ 17.18	\$ 3,711.00	220	LF	\$49.00	\$ 10,780.00	\$ 58.00	\$ 12,760.00	220	LF	\$32.33	\$ 7,072.60	\$ 63.07	\$ 13,875.40	216	LF	\$27.49	\$ 5,936.40	\$ 60.00	\$ 12,864.00	
305	10" Gate Valve	4	EA	\$1,297.00	\$ 5,188.00	\$ 2,200.00	\$ 7,388.00	4	EA	\$1,870.00	\$ 7,480.00	\$ 2,210.00	\$ 8,690.00	4	EA	\$1,475.84	\$ 5,904.32	\$ 2,335.72	\$ 8,240.04	4	EA	\$1,369.73	\$ 5,479.12	\$ 2,850.00	\$ 11,800.00	
306	Blow Off Assembly	2	EA	\$373.00	\$ 746.00	\$ 1,000.00	\$ 1,746.00	2	EA	\$580.00	\$ 1,160.00	\$ 980.00	\$ 2,140.00	2	EA	\$519.00	\$ 1,038.00	\$ 1,350.14	\$ 2,388.14	2	EA	\$284.83	\$ 569.66	\$ 1,100.00	\$ 2,200.00	
307	Firm Hydrant Assembly, Complete	5	EA	\$2,734.00	\$13,670.00	\$ 4,800.00	\$ 18,470.00	5	EA	\$4,060.00	\$1,880.00	\$ 5,700.00	\$ 20,700.00	5	EA	\$3,357.80	\$16,789.00	\$ 5,380.54	\$ 22,169.54	5	EA	\$3,200.00	\$16,000.00	\$ 5,500.00	\$ 21,500.00	
308	Water Sampling Points	5	EA			\$ 500.00	\$ 2,500.00	5	EA			\$ 500.00	\$ 2,500.00	5	EA	\$388.44	\$1,942.20	\$ 866.35	\$ 4,331.75	5	EA	\$250.00	\$1,250.00	\$ 950.00	\$ 4,750.00	
309	Testing per City Standards	1	LS			\$ 5,000.00	\$ 5,000.00	1	LS			\$ 6,780.00	\$ 6,780.00	1	LS	\$140.05	\$3,488.01	\$ 3,828.86	\$ 3,828.86	1	LS			\$8,000.00	\$ 8,000.00	\$ 8,000.00
	Subtotal					\$ 201,281.00						\$ 216,670.00				\$ 722,644.31						\$ 425,840.00				
400 SANITARY SEWER																										
401	10" PVC Sanitary Sewer Gravity																									

BID TABULATION
MYRTLE CREEK IMPROVEMENT DISTRICT
LAKE NORMA CENTRAL PERFORMANCE DRIVE PHASE 3
Bid Received: December 6, 2018

ITEM	DESCRIPTION	Jr. Davis Construction Company				JMHC, Inc.				Hubbard Construction Company				Prime Construction Group, Inc.									
		QUANTITY	UNIT	MATERIAL COST	INSTALLATION COST	TOTAL UNIT COST	AMOUNT	QUANTITY	UNIT	MATERIAL COST	INSTALLATION COST	TOTAL UNIT COST	AMOUNT	QUANTITY	UNIT	MATERIAL COST	INSTALLATION COST	TOTAL UNIT COST	AMOUNT				
507	10" Stabilized Subgrade Type "B" (LR 40)	3,113	SY	\$ 655	\$ 20,900.15	3,610	SY	\$ 130	\$ 460	\$ 530	\$ 18,100.00	3,258	SY	\$ 1071	\$ 552	\$ 620	\$ 2,024.88	4,410	SY	\$ 700	\$ 700	\$ 30,870.00	
508	12" Stabilized Subgrade Type "B" (LR 40)	8,652	SY	\$ 655	\$ 56,620.60	10,770	SY	\$ 160	\$ 1,710	\$ 610	\$ 65,870.00	9,618	SY	\$ 1,071	\$ 551	\$ 622	\$ 59,820.00	10,600	SY	\$ 700	\$ 700	\$ 74,200.00	
509	12" Compacted Subgrade to 98% AASHTO #100	2,348	SY	\$ 325	\$ 763,000.00	0	SY		\$ -	\$ -	\$ -	0	SY		\$ -	\$ -	\$ -	1,200	SY	\$ 700	\$ 700	\$ 8,400.00	
510	FDOT Type "E" Modified Curbs & Gutters	2,316	LF	\$ 1400	\$ 3,242,400.00	2,310	LF		\$ 2000	\$ 46,200.00	2,031	LF	\$ 1075	\$ 713	\$ 1788	\$ 52,908.28	2,310	LF	\$ 2200	\$ 2200	\$ 5,082,000.00		
511	2" FDOT Type "F" Curb & Gutter	4,434	LF	\$ 1450	\$ 6,429,300.00	4,410	LF		\$ 2100	\$ 92,610.00	3,223	LF	\$ 1075	\$ 713	\$ 1788	\$ 59,415.24	4,450	LF	\$ 2200	\$ 2200	\$ 9,790,000.00		
512	5" Concrete Sidewalk	148	LF	\$ 2000	\$ 2,960,000.00	40	LF		\$ 2200	\$ 88,000.00	74	LF	\$ 3100	\$ 2358	\$ 5458	\$ 4,408.92	110	LF	\$ 2100	\$ 2100	\$ 2,310,000.00		
513	FA/CADA Compliant Handicapped Ramp	4	EA	\$ 1,800.00	\$ 7,200.00	4	EA		\$ 1,610.00	\$ 6,440.00	4	EA	\$ 200.00	\$ 205.30	\$ 465.30	\$ 1,851.20	4	EA	\$ 900.00	\$ 900.00	\$ 3,600.00		
514	Pavement Markings	1	LS	\$ 40,000.00	\$ 40,000.00	1	LS		\$ 35,800.00	\$ 35,800.00	1	LS	\$ 11,200.00	\$ 18,520.81	\$ 29,720.81	\$ 29,720.81	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		
515	Street Signs	1	LS	\$ 5,000.00	\$ 5,000.00	4	LS		\$ 300.00	\$ 1,200.00	1	LS	\$ 500.00	\$ 420.26	\$ 920.26	\$ 920.26	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
516	Regulatory Signs	8	EA	\$ 800.00	\$ 6,400.00	11	EA		\$ 810.00	\$ 8,910.00	1	EA	\$ 550.00	\$ 4,729.84	\$ 5,279.84	\$ 5,279.84	10	EA	\$ 1,250.00	\$ 1,250.00	\$ 12,500.00		
	Subtotal			\$ 713,216.01				\$ 745,730.00				\$ 717,219.76										\$ 896,870.00	
RECLAIMED WATER DISTRIBUTION																							
601	4" PVC 900 (w/linings)	428	LF	\$ 2.92	\$ 1,251.76	440	LF	\$ 9.50	\$ 4,180.00	\$ 17.50	\$ 7,700.00	427	LF	\$ 5.58	\$ 2,384.36	\$ 32.28	\$ 14,052.46	430	LF	\$ 4.87	\$ 2,085.10	\$ 24.00	\$ 10,320.00
602	6" PVC 900 (w/linings)	2,542	LF	\$ 7.24	\$ 18,362.08	2,540	LF	\$ 13.00	\$ 33,020.00	\$ 23.85	\$ 60,710.00	2,830	LF	\$ 12.47	\$ 32,816.10	\$ 40.83	\$ 116,179.70	2,590	LF	\$ 9.02	\$ 23,311.80	\$ 28.00	\$ 72,520.00
603	4" Gate Valve	8	EA	\$ 501.83	\$ 4,014.64	8	EA	\$ 750.00	\$ 6,000.00	\$ 1,000.00	\$ 8,000.00	8	EA	\$ 89.55	\$ 716.40	\$ 640.31	\$ 5,122.48	8	EA	\$ 1,850.00	\$ 1,850.00	\$ 14,800.00	
604	8" Gate Valve	9	EA	\$ 898.00	\$ 8,082.00	3	EA	\$ 1,330.00	\$ 3,990.00	\$ 1,670.00	\$ 5,010.00	4	EA	\$ 282.25	\$ 1,129.00	\$ 858.24	\$ 3,427.28	4	EA	\$ 2,400.00	\$ 2,400.00	\$ 9,600.00	
605	Connect to Existing 16" Water Main	1	EA	\$ 2,442.00	\$ 2,442.00	2	EA	\$ 1,830.00	\$ 3,660.00	\$ 4,100.00	\$ 8,100.00	1	EA	\$ 600.75	\$ 600.75	\$ 15,443.84	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00		
606	Blow Off Assembly	5	EA	\$ 1,160.00	\$ 5,800.00	4	EA	\$ 740.00	\$ 2,960.00	\$ 040.00	\$ 3,760.00	4	EA	\$ 128.02	\$ 512.08	\$ 910.20	\$ 3,640.80	4	EA	\$ 1,800.00	\$ 1,800.00	\$ 7,200.00	
607	Tooling per City Standard	1	LS	\$ 8,500.00	\$ 8,500.00	1	LS		\$ 37,200.00	\$ 37,200.00	1	LS		\$ 3,132.35	\$ 3,132.35	\$ 3,132.35	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
	Subtotal			\$ 138,774.00				\$ 172,410.00				\$ 147,877.10										\$ 126,840.00	
LANDSCAPE & IRRIGATION																							
1000 LANDSCAPING																							
1001	Trees	143	EA	\$ 800.00	\$ 114,400.00	1	EA		\$ 125,845.00	\$ 125,845.00	143	EA	\$ 435.13	\$ 295.08	\$ 730.10	\$ 104,417.17	143	EA	\$ 456.54	\$ 44,046	\$ 900.00	\$ 128,700.00	
1002	Shrubs	114	EA	\$ 19.00	\$ 2,166.00	1	EA		\$ 2,610.00	\$ 2,610.00	114	EA	\$ 1,117	\$ 9.88	\$ 1815	\$ 2,099.10	114	EA	\$ 1,250	\$ 1,250	\$ 250	\$ 2,850.00	
1003	Annuals	117	EA	\$ 500.00	\$ 58,700.00	1	EA		\$ 850.00	\$ 850.00	117	EA	\$ 33.12	\$ 1.75	\$ 4.87	\$ 5,654.44	117	EA	\$ 3.49	\$ 0.01	\$ 6.50	\$ 726.00	
1004	Soil (St. Augustine) Preplant	28,872	SF	\$ 0.75	\$ 21,654.00	28,872	SF	\$ 0.85	\$ 24,541.20	\$ 2,371.20	28,872	SF	\$ 0.68	\$ 19,623.36	\$ 0.89	\$ 25,788.88	28,872	SF	\$ 0.62	\$ 0.48	\$ 1.10	\$ 31,530.20	
1005	Soil (Bahia) Preplant	108,458	SF	\$ 0.45	\$ 48,806.10	108,458	SF	\$ 0.52	\$ 56,398.16	\$ 10,458.16	108,458	SF	\$ 0.25	\$ 27,114.50	\$ 0.43	\$ 46,778.08	108,458	SF	\$ 0.20	\$ 0.02	\$ 0.60	\$ 65,078.00	
1006	Shredded Hardwood Mulch	46	CY	\$ 70.00	\$ 3,220.00	4,917	CY	\$ 0.70	\$ 3,441.90	\$ 4,917.00	4,917	CY	\$ 0.23	\$ 1,123.31	\$ 0.58	\$ 2,851.88	4,917	CY	\$ 0.25	\$ 0.50	\$ 0.75	\$ 3,687.75	
1007	24" Root Barrier	920	EA	\$ 14.00	\$ 12,880.00	920	EA	\$ 17.00	\$ 15,640.00	\$ 144.00	\$ 13,230.00	920	EA	\$ 9.33	\$ 8,583.60	\$ 144.00	\$ 13,230.00	920	EA	\$ 20.00	\$ 2,000.00	\$ 18,000.00	
1008	Fertilizer	1	LS	\$ 800.00	\$ 800.00	1	LS		\$ 830.00	\$ 830.00	1	LS	\$ 150.00	\$ 538.82	\$ 688.82	\$ 688.82	1	LS	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00		
1009	Plant Moss	1	LS	\$ 5,700.00	\$ 5,700.00	1	LS		\$ 9,110.00	\$ 9,110.00	1	LS	\$ 4,957.00	\$ 2,836.77	\$ 7,593.77	\$ 7,593.77	1	LS	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00		
1010	Tree & Shrub Stakes	1	LS	\$ 8,000.00	\$ 8,000.00	1	LS		\$ 7,070.00	\$ 7,070.00	1	LS	\$ 18,250.00	\$ 36,883.11	\$ 5,892.81	\$ 5,892.81	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00		
1011	Maintenance (Pre-conception)	1	LS	\$ 2,100.00	\$ 2,100.00	1	LS		\$ 12,400.00	\$ 12,400.00	1	LS		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		
1012	Maintenance (12 months after final acceptance)	1	LS	\$ 15,000.00	\$ 15,000.00	1	LS		\$ 32,710.00	\$ 32,710.00	1	LS		\$ 20,940.44	\$ 20,940.44	\$ 20,940.44	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		
	Subtotal			\$ 232,532.30				\$ 270,066.22				\$ 223,897.27										\$ 298,828.55	
1100 IRRIGATION																							
1101	Piping PVC 3" Class 200 SDR 21	2,521	LF	\$ 17.00	\$ 42,857.00	2,521	LF		\$ 18.00	\$ 45,378.00	2,521	LF	\$ 33.55	\$ 11,140	\$ 14.25	\$ 37,888.95	2,500	LF	\$ 3.97	\$ 15,033	\$ 19.00	\$ 49,400.00	
1102	Piping PVC Class 200 Purple	8,841	LF	\$ 3.00	\$ 26,523.00	8,841	LF		\$ 3.35	\$ 29,617.35	8,841	LF	\$ 30.25	\$ 24.41	\$ 27.66	\$ 24,401.16	9,000	LF	\$ 0.29	\$ 0.11	\$ 3.50	\$ 31,500.00	
1103	Shower PVC Schedule 40	1	LS	\$ 7,500.00	\$ 7,500.00	1	LS		\$ 8,040.00	\$ 8,040.00	1	LS	\$ 2,056.00	\$ 4,850.87	\$ 8,702.87	\$ 8,702.87	1	LS	\$ 2,297.18	\$ 6,022.81	\$ 8,500.00	\$ 8,500.00	
1104	2" Galvanized Water Meter	1	EA	\$ 430.00	\$ 430.00	1	EA		\$ 450.00	\$ 450.00	1	EA	\$ 106.50	\$ 287.20	\$ 373.70	\$ 373.70	1	EA	\$ 750.00	\$ 750.00	\$ 750.00		
1105	Reinforced Polypropylene Purgles (12"x12")	10	EA	\$ 37.00	\$ 370.00	10	EA		\$ 39.00	\$ 390.00	10	EA	\$ 23.85	\$ 8.71	\$ 32.56	\$ 326.00	10	EA	\$ 28.73	\$ 6.27	\$ 9.00	\$ 90.00	
1106	Mainline Connections	1	EA	\$ 400.00	\$ 400.00	1	EA		\$ 450.00	\$ 450.00	1	EA	\$ 106.50	\$ 267.23	\$ 373.73	\$ 373.73	1	EA	\$ 118.23	\$ 780.77	\$ 900.00	\$ 900.00	
1107	Future Connections	1	EA	\$ 200.00	\$ 200.00	1	EA		\$ 220.00	\$ 220.00	1	EA	\$ 81.54	\$ 89.13	\$ 178.67	\$ 178.67	1	EA	\$ 300.00	\$ 300.00	\$ 300.00		
1108	5" Filter Head & Control Valve	1	LS	\$ 2,500.00	\$ 2,500.00	1	LS		\$ 2,830.00	\$ 2,830.00	1	LS	\$ 11,389.04	\$ 11,084.86	\$ 32,356.62	\$ 27,846.82	1	LS	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00		
1109	Shrubs	1	LS	\$ 2,500.00	\$ 2,500.00	1	LS		\$ 2,840.00	\$ 2,840.00	1	LS	\$ 88.00	\$ 18,127.87	\$ 27,007.87	\$ 27,007.87	1	LS	\$ 858.26	\$ 841.74	\$ 2,500.00	\$ 2,500.00	
	Subtotal			\$ 108,780.00				\$ 114,115.36				\$ 94,705.76										\$ 179,800.00	
LANDSCAPE & IRRIGATION TOTAL																							
				\$ 338,016.30				\$ 384,166.67				\$ 348,700.97										\$ 478,328.55	
1200 ELECTRICAL AND LIGHTING																							
1201	6" Gray SCH 40 PVC Conduit (Allowance)	3,000	LF	\$ 8.00	\$ 24,000.00	3,000	LF		\$ 80.00	\$ 240,000.00	3,000	LF	\$ 12.91	\$ 13.84	\$ 28.75	\$ 86,250.00	3,000	LF	\$ 8.36	\$ 6.84	\$ 12.00	\$ 36,000.00	
1202	4" Gray SCH 40 PVC Conduit (Allowance)	3,000	LF	\$ 7.50	\$ 22,500.00	3,000	LF		\$ 22.50	\$ 67,500.00	3,000	LF	\$ 17.70	\$ 13.80	\$ 21.00	\$ 64,000.00	3,000	LF	\$ 4.24	\$ 4.76	\$ 8.00	\$ 27,000.00	
1203	Recessed 6" x 15" x 1" Recessed	5	EA	\$ 19,000.00	\$ 95,000.00	5	EA		\$ 25,550.00	\$ 127,550.00	5	EA	\$ 7,437.50	\$ 10,842.50	\$ 18,400.00	\$ 20,000.00	5	EA	\$ 10,132.84	\$ 3,862.16	\$ 3,000.00	\$ 67,500.00	
1204	Concrete Time-Saver Pad (Allowance)	3	EA	\$ 405.00	\$ 1,215.00	3	EA		\$ 4,400.00	\$ 13,200.00	3	EA	\$ 1,010.00	\$ 281.87	\$ 363.87	\$ 1,091.91	3	EA	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00		
1205	7" Gray SCH 40 PVC Conduit	4,750	LF	\$ 4.60	\$ 21,925.00	4,880																	

BID TABULATION
 MYRTLE CREEK IMPROVEMENT DISTRICT
 LAKE NONA CENTRAL PERFORMANCE DRIVE PHASE 3
 Bids Received: December 6, 2018

ITEM	DESCRIPTION	J. Davis Construction Company				JMHC, Inc.				Hubbard Construction Company				Prime Construction Group, Inc.						
		QUANTITY	UNIT	MATERIAL COST	INSTALLATION COST	TOTAL UNIT COST	AMOUNT	QUANTITY	UNIT	MATERIAL COST	INSTALLATION COST	TOTAL UNIT COST	AMOUNT	QUANTITY	UNIT	MATERIAL COST	INSTALLATION COST	TOTAL UNIT COST	AMOUNT	
2	The Owner reserves the right to add or deduct any work and materials in his sole discretion and shall establish extra costs or credits based on the Contractor's unit prices submitted.																			
3	All "make fails" shall consist of material and delivery to the site only; exclusive of any charges or materials needed for installation.																			
4	"Installation" shall consist of the supply of equipment, labor, supplies, and materials to complete the project.																			
5	All areas around landscape must be hand graded and rock and debris removed prior to mulching.																			
6	Final landscape approval and acceptance shall be issued by the Owner's representative.																			
7	Contractor shall provide a planting mix for trees and backfill for palms. Soil may require additional amendments based upon soil and planting hole tests.																			
8	Contractor shall verify location of utility lines and any landscape features before planting.																			
9	Landscape Contractor shall ensure that the irrigation system is operational and a wet or track and hand-watering is provided until the irrigation system is operational.																			
10	Unit cost shall include taxes and insurance.																			

**MYRTLE CREEK
IMPROVEMENT DISTRICT**

**District Management and Assessment
Consultant Agreement**

DISTRICT MANAGEMENT AND ASSESSMENT CONSULTANT AGREEMENT

This District Management Agreement (this "Agreement"), made and entered into this 15th day of January, 2019 (the "Effective Date") by and between Myrtle Creek Improvement District ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for “good cause” which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for “good cause” shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER’s rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER’s assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement (“Data”) shall be furnished to MANAGER and the DISTRICT shall, and shall cause its agent(s) to, cooperate with MANAGER in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a transaction or financial product and/or relevant to a DISTRICT’s determination whether to proceed with a course of action. To the extent DISTRICT requests that MANAGER provide advice with regard to any recommendation made by a third party, DISTRICT will provide to MANAGER written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while MANAGER is relying on the Data in connection with its provision of the services under this Agreement, MANAGER makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:

Myrtle Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32801
Attention: District Manager

With A Copy To:

Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Tucker Mackie

MANAGER:

Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32801
Attention: Hank Fishkind, President

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER'S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of MANAGER set forth below will provide the services set forth in this Agreement; provided that MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Hank Fishkind, Ph.D.
- Jennifer Walden
- Lynne Mullins

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XIII. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not market or otherwise be responsible for the initial offering of the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of MANAGER or any of its associated persons, neither MANAGER nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder, (ii) any error of judgment or mistake of law, or (iii) any loss arising out of or any financial or other damages resulting from DISTRICT's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of MANAGER or any of its associated persons, upon any advice or recommendation provided by MANAGER to DISTRICT.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

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

9. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Board of Supervisors:

Myrtle Creek Improvement District

Sign: _____

Print Name: Jeff Macre, Chairman

Fishkind & Associates, Inc.

Hank Fishkind, Ph.D., President

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will maintain the DISTRICT's website in compliance with applicable law and ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Dissemination Agent

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Assessment Consulting Services

The Manager shall formulate the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals, including the preparation of an assessment methodology report.

EXHIBIT B
COMPENSATION FOR SERVICES

The table below outlines the minimum management fees. The fees depend upon the type of district, the website selected, and the number of debt issues outstanding for the DISTRICT. Fees are reviewed and adjusted annually pursuant to the DISTRICT's budget process. Our fees include the provision of the services described in Exhibit A, as well as the reimbursable *expenses* set forth in Section III(1).

<i>Type of District</i>	<i>Management Fee</i>	
Inactive	\$5,000	
Developer Control	\$40,000	
Resident Control	\$60,000	
Website	Set Up	Annual
Minimum	\$2,000	\$1,000
Standard	\$3,000	\$1,250
Deluxe	\$5,000	\$5,000
Lien Book, Tax Roll, and Continuing Disclosure Services	Amount	
Base Fee	\$5,000	
Fee per debt issue	\$7,500	
Assessment Methodology Preparation and Assessment Consulting Services	Fee to be negotiated per debt issuance	

EXHIBIT C
INSURANCE

MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect in Florida.
- b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence. Claims-made policies shall have at least a three-year reporting period.
- d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- f) Comprehensive Automobile Liability insurance for all hired and non-owned vehicles used by the Consultant's staff with a combined single limit of one million dollars (\$1,000,000.00).

The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the DISTRICT to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the DISTRICT. MANAGER will furnish the DISTRICT with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

**MYRTLE CREEK
IMPROVEMENT DISTRICT**

Financial Advisory Agreement

FINANCIAL ADVISORY AGREEMENT

This agreement (“Agreement”), made and entered into this 15th day of January, 2019, (the “Effective Date”) by and between Myrtle Creek Improvement District (“DISTRICT”) and Fishkind & Associates, Inc. (hereinafter called “FA”), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

I. SCOPE OF SERVICES

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

II. WORK SCHEDULE

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as IRMA, including in the written

representation of DISTRICT required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FA. DISTRICT further agrees not to represent that FA is DISTRICT's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FA's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in FA's Disclosure Statement delivered to DISTRICT together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, FA's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, FA will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FA subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective as of the Effective Date until January 15, 2020 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FA which, in each case, FA fails to cure within 10 days of notice thereof. Upon such termination, FA will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party ; provided that upon notice to DISTRICT, (i) FA may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FA, or (ii) to any subsidiary or affiliate of FA or a successor of FA in connection with the sale of all or

substantially all of FA's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VII. INFORMATION TO BE FURNISHED TO FA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FA and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FA in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FA provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FA written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FA is relying on the Data in connection with its provision of the services under this Agreement, FA makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

DISTRICT:

Myrtle Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32801
Attention: District Manager

With A Copy To:

Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Tucker Mackie

FA:

Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32801
Attention: Hank Fishkind, President

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by FA pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FA shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

X. FA'S REPRESENTATIVES

1. Assignment of Named Individuals

Professional employees of FA will provide the services set forth in this Agreement and FA may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

- Hank Fishkind, Ph.D.

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, FA to replace any member of the advisory team. Should the DISTRICT make such a request, FA shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

FA shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FA or any of its associated persons, neither FA nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FA to DISTRICT.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

FA, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will

FA be liable for any act or omission of any third party or for any circumstances beyond FA's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FA and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and FA and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FA shall not in any way be deemed an amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. PUBLIC RECORDS DISCLOSURE.

FA understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, FA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the FA shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the FA does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in FA's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records

pursuant to Florida laws. When such public records are transferred by the FA, the FA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

[Signature Page Follows]

IN WITNESS THEREOF, the DISTRICT and FA have executed this Agreement as of the day and year herein above written.

MYRTLE CREEK IMPROVEMENT DISTRICT

By: _____

Name: Jeff Macre

Title: Chairman

Date: January 15, 2019

FA

By: _____

Name: Hank Fishkind

Title: President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected

operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.
- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.
- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
 - Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
 - Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
 - Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
 - As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
 - Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
 - Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
 - Assist and advise the DISTRICT with investment of proceeds of debt offerings
3. **Special Services.** Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))

9. Arbitrage and rebate services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate)
10. Financial analysis of projects being developed by engineer/architect studies
11. Negotiate on behalf of the DISTRICT for proposed projects

EXHIBIT B
COMPENSATION FOR SERVICES (Negotiable)

<u>Description</u>	<u>Unit Price</u>	
TRANSACTIONAL FEE SCHEDULE		
	Investment Grade	Non-investment Grade
A. Conventional Long-Term Fixed Rate Debt		
Up to \$25 Million	<u>\$1.00/ \$1,000</u>	<u>\$1.00/ \$1,000</u>
\$25 Million up to \$50 Million	<u>\$0.85/ \$1,000</u>	<u>\$1.00/ \$1,000</u>
Over \$50 Million up to \$75 Million	<u>\$0.75/ \$1,000</u>	<u>\$0.85/ \$1,000</u>
Over \$75 Million	<u>\$0.50/ \$1,000</u>	<u>\$0.75/ \$1,000</u>
Above Fees Subject To:		
Minimum	<u>\$20,000.00</u>	<u>\$25,000.00</u>
Maximum	<u>\$125,000.00</u>	<u>\$200,000.00</u>
Additional Fee – Refunding Transaction	\$ <u>N/A</u> (excluding escrow structuring if requested)	

B. Notes, Including but not Limited to TANS and RANS \$15,000.00¹

¹Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

NON-TRANSACTIONAL FEE SCHEDULE

C. Professional Fees

Managing Director	<u>\$300.00/ Hour</u>
Senior Managing Consultant (other senior staff)	<u>\$250.00/ Hour</u>
Senior Analyst (Analyst)	<u>\$150.00/ Hour</u>
Administrative Staff	<u>\$0.00 / Hour</u>

D. Out of Pocket Expenses

Not to Exceed	<u>\$2,000.00 per Issue*</u>
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost
Copies	0.10 Black & White; 0.50 for Color
Printing	0.10 Black & White; 0.50 for Color

*FA also offers a flat “overhead” fee of \$1,500 per financing to cover all typical expenses (copies, printing, in state travel, etc.). Both structures exclude New York and other out of state travel, which is billed at cost.

Other Services

In addition to advising on bond transactions, FA is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services would be provided via separate contract with the appropriate FA related entity such as FA Asset Management, LLC. If needed or required under this proposal, these services are subject to a separate fee to be negotiated in advance at the time of the service. FA fully discloses all fees related to any transaction.

EXHIBIT C
INSURANCE

Fishkind & Associates, Inc. (“FA”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision
Cyber Liability \$50,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
Cyber Liability	Indian Harbor Insurance Company (A; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Great Northern Insurance Company; (A++; XV)

**MYRTLE CREEK
IMPROVEMENT DISTRICT**

**Resolution 2019-04,
Designating District Manager, Assessment
Consultant and Financial Advisor**

RESOLUTION 2019-04

A RESOLUTION DESIGNATING FISHKIND & ASSOCIATES, INC., AS DISTRICT MANAGER OF AND ASSESSMENT CONSULTANT FOR AND FINANCIAL ADVISOR TO THE MYRTLE CREEK IMPROVEMENT DISTRICT, AUTHORIZING COMPENSATION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Myrtle Creek Improvement District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in the Orange County, Florida; and

WHEREAS, the Board of Supervisors (“Board”) of the District has previously appointed Fishkind & Associates, Inc. as District Manager and Assessment Consultant (hereinafter, collectively, the “District Manager”) and Financial Advisor; and

WHEREAS, the Board of Supervisors and Fishkind & Associates, Inc. desire to enter into a revised [District Management Agreement and Financial Advisor Agreement (collectively, the “Fishkind Agreement”)], which shall be dated effective as of the date of this Resolution, the form(s) of which are attached hereto as **Exhibit A**; and

WHEREAS, pursuant to the terms of the Fishkind Agreement, Fishkind & Associates, Inc. may, upon notice to the District, assign its rights and obligations under such agreement to any subsidiary, affiliate, or successor in connection with the sale of all or substantially all of Fishkind & Associates, Inc.’s assets; and

WHEREAS, Fishkind & Associates, Inc. has recently advised the Board of Supervisors of the District of its intent to enter into a proposed transaction (the “Transaction”) with PFM Financial Advisors LLC or PFM Consulting Services, LLC or its affiliate(s) (collectively, “PFM”) whereby Fishkind will sell all or substantially all of its assets to PFM; and

WHEREAS, in connection with the Transaction and pursuant to the Fishkind Agreement, Fishkind & Associates, Inc. desires to assign its rights and obligations as [District Manager and Financial Advisor] under the Fishkind Agreement to PFM upon and after the date the Transaction is consummated, and the Board is amenable to such assignment upon the consummation of the Transaction.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MYRTLE CREEK IMPROVEMENT DISTRICT:

1. Fishkind & Associates, Inc. has previously been appointed the District Manager and Financial Advisor to the District.
2. Fishkind & Associates, Inc., shall be compensated for services in such capacity in the manner prescribed set forth in the Fishkind Agreement attached hereto as **Exhibit A**,

which agreement is approved as to form and substance. Upon execution of the Fishkind Agreement(s) attached hereto as **Exhibit A**, all prior agreements relating to the services contemplated in the Fishkind Agreement attached hereto as **Exhibit A** are hereby rescinded by the parties and shall be of no further force and effect.

3. The assignment by Fishkind & Associates, Inc. of all of its rights and obligations as [District Manager and Financial Advisor] under the Fishkind Agreement to PFM is approved by the Board in connection with, and shall become effective upon, consummation of the Transaction referenced hereinabove.
4. This Resolution shall become effective immediately upon its adoption.

Adopted this 15TH day of JANUARY, 2019

ATTEST:

**MYRTLE CREEK IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman

Exhibit A

DISTRICT MANAGEMENT AND ASSESSMENT CONSULTANT AGREEMENT

This District Management Agreement (this "Agreement"), made and entered into this 15th day of January, 2019 (the "Effective Date") by and between Myrtle Creek Improvement District ("DISTRICT") and Fishkind & Associates, Inc. (hereinafter called the "MANAGER") sets forth the terms and conditions under which MANAGER shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a MANAGER to provide District Management Services; and

WHEREAS, MANAGER is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the DISTRICT and MANAGER agree as follows:

I. SCOPE OF SERVICES

MANAGER shall provide District Management Services as set forth in Exhibit A to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by MANAGER which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and MANAGER. Upon request of DISTRICT, MANAGER or an affiliate of MANAGER may agree to additional services to be provided by MANAGER or an affiliate of MANAGER, by a separate agreement between the DISTRICT and MANAGER or its respective affiliate.

II. WORK SCHEDULE

The services of MANAGER are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. COMPENSATION

For the services provided under this Agreement, MANAGER's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, MANAGER will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by MANAGER only as authorized by the DISTRICT's approved budget. Documentation of such expenses will be provided to the DISTRICT upon request.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERM AND TERMINATION

This Agreement shall be effective from the Effective Date and shall continue until terminated by either party as provided herein. The DISTRICT has the right to terminate this Agreement for "good cause" which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the MANAGER which, in each case, the MANAGER fails to cure within 10 days of notice thereof. Termination for "good cause" shall be effected immediately by provision of written notice to MANAGER. Either party hereto shall have the right to terminate this Agreement, at any time and for any reason whatsoever, upon (i) the DISTRICT providing to the MANAGER a minimum of thirty (30) days advance written notice of its intention to terminate or (ii) the MANAGER providing to the DISTRICT a minimum of sixty (60) days advance written notice of its intention to terminate. All notices shall be mailed to the person and address specified for use in the giving of notice, in paragraph 10, hereof. Should the relationship be terminated, MANAGER will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other; provided, however, that MANAGER may, upon notice to the DISTRICT, assign MANAGER's rights and obligations under this Agreement to any subsidiary or affiliate of MANAGER or a successor of MANAGER in connection with the sale of all or substantially all of MANAGER's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VI. OWNERSHIP OF INFORMATION, REPORTS, AND DATA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to MANAGER and the DISTRICT shall, and shall cause its agent(s) to, cooperate with MANAGER in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a transaction or financial product and/or relevant to a DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that MANAGER provide advice with regard to any recommendation made by a third party, DISTRICT will provide to MANAGER written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while MANAGER is relying on the Data in connection with its provision of the services under this Agreement, MANAGER makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to-wit:

DISTRICT:

Myrtle Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32801
Attention: District Manager

With A Copy To:

Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Tucker Mackie

MANAGER:

Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32801
1. Attention: Hank Fishkind, President

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by MANAGER pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the foregoing exception, upon termination of this Agreement, at DISTRICT’s reasonable request no later than three (3) years after the termination of this Agreement MANAGER shall deliver to the DISTRICT copies of any and all materials or documents prepared, kept or maintained in accordance with this Agreement.

IX. MANAGER’S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of MANAGER set forth below will provide the services set forth in this Agreement; provided that MANAGER may, from time to time, supplement or otherwise amend the team members set forth below.

- Hank Fishkind, Ph.D.
- Jennifer Walden
- Lynne Mullins

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, MANAGER to replace any member of the MANAGER staff. Should the DISTRICT make such a request, MANAGER shall promptly suggest a substitute for approval by the DISTRICT.

X. INSURANCE

MANAGER shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XIII. GENERAL PROVISIONS

1. MANAGER Not to Participate as Underwriter

The MANAGER is precluded from being an underwriter of any debt obligations issued by the DISTRICT and shall not market or otherwise be responsible for the initial offering of the issuance of any of the DISTRICT's debt obligations.

2. Limitation of Liability

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of MANAGER or any of its associated persons, neither MANAGER nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder, (ii) any error of judgment or mistake of law, or (iii) any loss arising out of or any financial or other damages resulting from DISTRICT's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of MANAGER or any of its associated persons, upon any advice or recommendation provided by MANAGER to DISTRICT.

3. Disclaimer of MANAGER

The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in accumulating information necessary for documents required by the DISTRICT to finalize any particular financing, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.

4. Attorney Fees and Governing Law

MANAGER and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida. In the event either party is required to take any action to enforce this Agreement, the substantially prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.

5. Time of the Essence

The DISTRICT and the MANAGER agree that time is of the essence and that the services of the MANAGER shall be performed expeditiously.

6. Entire Agreement

This Agreement represents the entire agreement between DISTRICT and MANAGER for District Management Services contemplated hereby and supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. This Agreement may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and MANAGER or any affiliate of MANAGER shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

7. Authority to Execute and Counterparts

Each party to this Agreement represents, warrants, and covenants to the other that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party, that such party has the lawful authority to enter into this relationship, and that the governing or managing body of each party has approved this relationship and has similarly authorized the execution of this Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

8. Public Records Disclosure

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

9. Independent Contractor

MANAGER, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will MANAGER be liable for any act or omission of any third party or for any circumstances beyond MANAGER's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

In witness whereof, the parties hereto have executed this Agreement, in duplicate, as of the Effective Date above written.

Board of Supervisors:

Myrtle Creek Improvement District

Sign: _____

Print Name: Jeff Macre, Chairman

Fishkind & Associates, Inc.

Hank Fishkind, Ph.D., President

EXHIBIT A

SCOPE OF SERVICES

I. General Management Services

General Consultation, Meetings, and DISTRICT Representation

The Manager shall organize the DISTRICT meetings. This includes, but is not limited to, providing the agenda and Board packages, scheduling, notification, publication and related matters. The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control, coordination, and administration of various professional service elements.

The manager shall prepare and submit to the DISTRICT's Board of Supervisors a proposed annual budget and administer the adopted budget of the DISTRICT.

As the DISTRICT's Manager, we will consult with the DISTRICT Board of Supervisors and its designated representatives, and when necessary, participate in such meetings, discussions, project site visits, workshops, and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services with regard to the projects and general interest of the DISTRICT.

The Manager shall consult with and advise the DISTRICT on matters related to the operation and maintenance of the DISTRICT and assist the DISTRICT to ensure compliance with all statutes and applicable law affecting the DISTRICT. The Manager will maintain the DISTRICT's website in compliance with applicable law and ensure an e-mail system is in place which provides a separate "CDD e-mail address" for all Board members with an archiving system which will allow the Manager to respond to public records requests and maintain e-mails in compliance with applicable records retention law.

II. Accounting Services

The Manager shall define and implement an integrated management reporting system which will allow the DISTRICT to represent fairly and with full disclosure the financial position of the DISTRICT. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the DISTRICT. These services will be coordinated with the DISTRICT's auditors to assure a smooth and efficient audit of the DISTRICT's books.

III. Minutes and Records

The Manager shall define and implement a system of record management for the DISTRICT, including a concise and accurate record of the official actions of the Board of Supervisors and any appointed boards or committees, and shall oversee the maintenance and disclosure of DISTRICT's records pursuant to Florida law.

IV. Annual Assessments, Lien Book Maintenance and Dissemination Agent

The Manager will maintain the tax roll for the DISTRICT and coordinate and report to the Tax Assessor and Tax Collector for the jurisdiction in which the DISTRICT exists.

The Manager will administer the DISTRICT's assessment methodology during platting and maintain the DISTRICT's lien book and release of liens at closings.

The Manager will provide continuing disclosure filing coordination and assistance for DISTRICT debt issues on EMMA as required by the MSRB and other regulatory agencies.

V. Assessment Consulting Services

The Manager shall formulate the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals, including the preparation of an assessment methodology report.

EXHIBIT B
COMPENSATION FOR SERVICES

The table below outlines the minimum management fees. The fees depend upon the type of district, the website selected, and the number of debt issues outstanding for the DISTRICT. Fees are reviewed and adjusted annually pursuant to the DISTRICT's budget process. Our fees include the provision of the services described in Exhibit A, as well as the reimbursable *expenses* set forth in Section III(1).

<i>Type of District</i>	<i>Management Fee</i>	
Inactive	\$5,000	
Developer Control	\$40,000	
Resident Control	\$60,000	
Website	Set Up	Annual
Minimum	\$2,000	\$1,000
Standard	\$3,000	\$1,250
Deluxe	\$5,000	\$5,000
Lien Book, Tax Roll, and Continuing Disclosure Services	Amount	
Base Fee	\$5,000	
Fee per debt issue	\$7,500	
Assessment Methodology Preparation and Assessment Consulting Services	Fee to be negotiated per debt issuance	

EXHIBIT C
INSURANCE

MANAGER shall provide and maintain the following levels of insurance coverage at all times subsequent to the execution of this Agreement:

- a) Worker's Compensation insurance to cover full liability under worker's compensation laws in effect in Florida.
- b) General Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence.
- c) Professional Liability insurance with limit of one million dollars (\$1,000,000.00) per each occurrence. Claims-made policies shall have at least a three-year reporting period.
- d) Employment Practices Liability insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- e) Commercial Crime insurance with limit of two million dollars (\$2,000,000.00) per each occurrence.
- f) Comprehensive Automobile Liability insurance for all hired and non-owned vehicles used by the Consultant's staff with a combined single limit of one million dollars (\$1,000,000.00).

The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as additional insureds on the General Liability and Automobile insurance policies described above. The DISTRICT (and its staff, consultants, and supervisors as applicable) will be listed as a joint loss payee on the Commercial Crime insurance. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the DISTRICT to not be named as an additional insured or joint loss payee where applicable) without sixty (60) days written notice to the DISTRICT. MANAGER will furnish the DISTRICT with a Certificate of Insurance evidencing compliance with this section prior to Agreement commencement and upon request.

FINANCIAL ADVISORY AGREEMENT

This agreement (“Agreement”), made and entered into this 15th day of January, 2019, (the “Effective Date”) by and between Myrtle Creek Improvement District (“DISTRICT”) and Fishkind & Associates, Inc. (hereinafter called “FA”), sets forth the terms and conditions under which FA shall provide services.

WHEREAS, the DISTRICT desires to obtain the services of a financial advisor to develop and assist in implementing the DISTRICT’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, FA is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, DISTRICT and FA agree as follows:

I. SCOPE OF SERVICES

FA shall provide, upon request of the DISTRICT, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. DISTRICT acknowledges and agrees that most tasks requested by DISTRICT will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by FA which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the DISTRICT and FA.

II. WORK SCHEDULE

The services of FA are to commence as soon as practicable after the execution of this Agreement and a request by the DISTRICT for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. FA is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If DISTRICT has designated FA as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. FA shall not be responsible for, or have any liability in connection with, verifying that FA is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). DISTRICT acknowledges and agrees that any reference to FA, its personnel and its role as IRMA, including in the written

representation of DISTRICT required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by FA. DISTRICT further agrees not to represent that FA is DISTRICT's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without FA's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their DISTRICTs of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in FA's Disclosure Statement delivered to DISTRICT together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, FA's professional fees shall be paid as provided in Exhibit B to this Agreement and DISTRICT shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, FA will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by FA subject to the limitations of Chapter 112.061, F.S. Upon request of DISTRICT, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective as of the Effective Date until January 15, 2020 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by FA which, in each case, FA fails to cure within 10 days of notice thereof. Upon such termination, FA will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

Neither party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other party ; provided that upon notice to DISTRICT, (i) FA may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, FA, or (ii) to any subsidiary or affiliate of FA or a successor of FA in connection with the sale of all or

substantially all of FA's assets. Subject to the foregoing, this Agreement shall be binding on the parties hereto and their respective successors and assigns.

VII. INFORMATION TO BE FURNISHED TO FA

All information, data, reports, and records in the possession of the DISTRICT or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to FA and the DISTRICT shall, and shall cause its agent(s) to, cooperate with FA in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the DISTRICT in connection with a municipal securities transaction or municipal financial product and/or relevant to the DISTRICT's determination whether to proceed with a course of action. To the extent DISTRICT requests that FA provide advice with regard to any recommendation made by a third party, DISTRICT will provide to FA written direction to do so as well as any Data it has received from such third party relating to its recommendation. DISTRICT acknowledges and agrees that while FA is relying on the Data in connection with its provision of the services under this Agreement, FA makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

DISTRICT:

Myrtle Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32801
Attention: District Manager

With A Copy To:

Hopping Green & Sams, PA
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attention: Tucker Mackie

FA:

Fishkind & Associates, Inc.
12051 Corporate Boulevard
Orlando, FL 32801
Attention: Hank Fishkind, President

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by FA pursuant exclusively to this Agreement shall be the property of the DISTRICT. Subject to the exception described above, upon termination of this Agreement, at DISTRICT's reasonable request no later than three (3) years after the termination of this Agreement FA shall deliver to the DISTRICT copies of any materials or documents pertaining to or prepared in accordance with this Agreement.

X. FA'S REPRESENTATIVES

1. Assignment of Named Individuals

Professional employees of FA will provide the services set forth in this Agreement and FA may, from time to time, supplement or otherwise amend the team members. The individual listed below shall be the engagement manager for this Agreement.

- Hank Fishkind, Ph.D.

2. Changes in Staff Requested by the DISTRICT

The DISTRICT has the right to request, for any reason, FA to replace any member of the advisory team. Should the DISTRICT make such a request, FA shall promptly suggest a substitute for approval by the DISTRICT.

XI. INSURANCE

FA shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of FA or any of its associated persons, neither FA nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with the performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from DISTRICT's election to act, or not to act, contrary to or upon any advice or recommendation provided by FA to DISTRICT.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

FA, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will

FA be liable for any act or omission of any third party or for any circumstances beyond FA's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Florida. FA and the DISTRICT agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between DISTRICT and FA and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between DISTRICT and an affiliate of FA shall not in any way be deemed an amendment or modification of this Agreement. This Agreement supersedes all prior agreements, contracts, arrangements, or communications between the parties with respect to the subject matter addressed herein, whether oral or written. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

XVII. PUBLIC RECORDS DISCLOSURE.

FA understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, FA agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is Fishkind & Associates, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the FA shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the FA does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in FA's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records

pursuant to Florida laws. When such public records are transferred by the FA, the FA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

[Signature Page Follows]

IN WITNESS THEREOF, the DISTRICT and FA have executed this Agreement as of the day and year herein above written.

MYRTLE CREEK IMPROVEMENT DISTRICT

By: _____

Name: Jeff Macre

Title: Chairman

Date: January 15, 2019

FA

By: _____

Name: _____

Title: President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the DISTRICT:

- Assist with the formulation of the DISTRICT's special assessment methodology or similar security for debt issuance in consultation with the DISTRICT's counsel, consulting engineer, bond counsel, and other consultants and professionals; notwithstanding the foregoing, these services shall not include the preparation of an assessment methodology report.
- Assist the DISTRICT in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the DISTRICT with savings.
- Analyze future debt capacity to determine the DISTRICT's ability to raise future debt capital.
- Assist the DISTRICT in the development of the DISTRICT's Capital Improvement Program by identifying sources of capital funding.
- Assist the DISTRICT with the development of the DISTRICT's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of non-ad valorem special assessment and other revenues growth rates by revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected

operating and debt ratios and other financial performance measures as may be determined by the DISTRICT.

- Conduct strategic modeling and planning and related consulting.
- Attend meetings with DISTRICT's staff, consultants and other professionals and the DISTRICT.
- Undertake financial planning and policy development assignments made by the DISTRICT regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the DISTRICT in preparing financial presentations for public hearings and/or referendums.
- Provide special financial services as requested by the DISTRICT.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will reflect that process. Upon the request of the DISTRICT:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with DISTRICT's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the DISTRICT by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the DISTRICT.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the DISTRICT the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the DISTRICT.
- Assist the DISTRICT in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
 - Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the DISTRICT's obligation.
 - Review the terms, conditions and structure of any proposed debt offering undertaken by the DISTRICT and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
 - Coordinate with DISTRICT's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that FA is not responsible for the inclusion or omission of any material in published offering documents.
 - As applicable, advise the DISTRICT on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
 - Assist and advise the DISTRICT in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
 - Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.
 - Assist and advise the DISTRICT with investment of proceeds of debt offerings
3. **Special Services.** Upon request of the DISTRICT:

FA may provide other services which shall include, but not be limited to, the following:

1. Impact fee financial analysis
2. Rate analysis
3. Management analysis
4. Referendum assistance
5. Legislative initiatives
6. Project assessment analysis
7. Implementation of revenue enhancement programs
8. Investment advisory services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate))

9. Arbitrage and rebate services (services to be provided by an affiliate of FA under separate agreement between the DISTRICT and such affiliate)
10. Financial analysis of projects being developed by engineer/architect studies
11. Negotiate on behalf of the DISTRICT for proposed projects

EXHIBIT B
COMPENSATION FOR SERVICES (Negotiable)

Description	Unit Price	
TRANSACTIONAL FEE SCHEDULE		
	Investment Grade	Non-investment Grade
A. Conventional Long-Term Fixed Rate Debt		
Up to \$25 Million	<u>\$1.00/ \$1,000</u>	<u>\$1.00/ \$1,000</u>
\$25 Million up to \$50 Million	<u>\$0.85/ \$1,000</u>	<u>\$1.00/ \$1,000</u>
Over \$50 Million up to \$75 Million	<u>\$0.75/ \$1,000</u>	<u>\$0.85/ \$1,000</u>
Over \$75 Million	<u>\$0.50/ \$1,000</u>	<u>\$0.75/ \$1,000</u>
Above Fees Subject To:		
Minimum	<u>\$20,000.00</u>	<u>\$25,000.00</u>
Maximum	<u>\$125,000.00</u>	<u>\$200,000.00</u>
Additional Fee — Refunding Transaction	\$ <u>N/A</u> (excluding escrow structuring if requested)	

B. Notes, Including but not Limited to TANS and RANS \$15,000.00¹

¹Fee for investment grade, publicly offered issues; fee for private placement or non-investment grade public offering will be negotiated prior to the sale.

NON-TRANSACTIONAL FEE SCHEDULE

C. Professional Fees

Managing Director	<u>\$300.00/ Hour</u>
Senior Managing Consultant (other senior staff)	<u>\$250.00/ Hour</u>
Senior Analyst (Analyst)	<u>\$150.00/ Hour</u>
Administrative Staff	<u>\$0.00 / Hour</u>

D. Out of Pocket Expenses

Not to Exceed	<u>\$2,000.00</u> per Issue*
Travel	At Cost
Lodging	At Cost
Meals	At Cost
Postage	At Cost
Telephone	At Cost
Copies	0.10 Black & White; 0.50 for Color
Printing	0.10 Black & White; 0.50 for Color

*FA also offers a flat “overhead” fee of \$1,500 per financing to cover all typical expenses (copies, printing, in state travel, etc.). Both structures exclude New York and other out of state travel, which is billed at cost.

Other Services

In addition to advising on bond transactions, FA is often called upon to perform many additional duties. These may include structuring and implementation of the refunding escrow, debt service reserve and debt service payment fund investment structuring, arbitrage rebate compliance, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services would be provided via separate contract with the appropriate FA related entity such as FA Asset Management, LLC. If needed or required under this proposal, these services are subject to a separate fee to be negotiated in advance at the time of the service. FA fully discloses all fees related to any transaction.

EXHIBIT C
INSURANCE

Fishkind & Associates, Inc. (“FA”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. FA maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. FA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision
Cyber Liability \$50,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

Professional Liability (E&O)	Endurance American Specialty Insurance; (A+; XV) XL Specialty Insurance Company; (A; XV) Continental Casualty Company; (A; XV) Starr Indemnity & Liability Company; (A; XIV)
Financial Institution Bond	Federal Insurance Company; (A++; XV)
Cyber Liability	Indian Harbor Insurance Company (A; XV)
General Liability	Great Northern Insurance Company; (A++; XV)
Automobile Liability	Federal Insurance Company; (A++; XV)
Excess /Umbrella Liability	Federal Insurance Company; (A++; XV)
Workers Compensation & Employers Liability	Great Northern Insurance Company; (A++; XV)

MYRTLE CREEK IMPROVEMENT DISTRICT

3

**Operation and Maintenance Expenditures Paid in
December 2018 in an amount totaling \$105,562.58**

MYRTLE CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 382-3256 • FAX: (407) 382-3254

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from December 1, 2018 through December 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$105,562.58**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Myrtle Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 12/1/2018 to 12/31/2018

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3417	12/17/18	P	ALLEN	Allen E Smith Ranch & Farming	\$3,015.00
3418	12/17/18	P	BVLS	BrightView Landscape Services	\$40,074.37
3419	12/17/18	P	DTUBBS	Donald Maurice Tubbs	\$200.00
3420	12/17/18	P	DONMC	Donald W. McIntosh Associates	\$458.50
3421	12/17/18	P	FISH	Fishkind & Associates, Inc.	\$3,439.89
3422	12/17/18	P	HGS	Hopping Green & Sams	\$1,986.58
3423	12/17/18	P	KSHENA	Kamalakar Shenai	\$200.00
3424	12/17/18	P	KSCHOL	Kyle Scholl	\$200.00
3425	12/17/18	P	LDASIL	Lionel R. Dasilva	\$200.00
3426	12/17/18	P	MLM	Michael's Lighting Maint.	\$162.50
3427	12/17/18	P	USB	U.S. Bank	\$8,072.63
3428	12/17/18	P	TRUSTE	US Bank as Trustee for Myrtle	\$493,437.06 DS
3429	12/17/18	P	TRUSTE	US Bank as Trustee for Myrtle	\$90,228.93
3430	12/17/18	P	VENTUR	VenturesIn.com	\$105.00
3431	12/19/18	P	ALLEN	Allen E Smith Ranch & Farming	\$1,710.00
3432	12/19/18	P	BVLS	BrightView Landscape Services	\$18,370.00
3433	12/19/18	P	DONMC	Donald W. McIntosh Associates	\$3,692.50
3434	12/19/18	P	HGS	Hopping Green & Sams	\$2,565.10
3435	12/19/18	P	ORLSEN	Orlando Sentinel	\$429.43
3436	12/19/18	P	SEF	Special Event Floral	\$1,246.00
3437	12/19/18	P	TRUSTE	US Bank as Trustee for Myrtle	\$323,009.58
3438	12/26/18	P	TRUSTE	US Bank as Trustee for Myrtle	\$340,907.94 DS
BANK SUN REGISTER TOTAL:					\$1,033,711.01
GRAND TOTAL:					\$1,033,711.01

1,033,711.01 +
 10,074.37 -
 3,439.89 -
 1,986.58 -
 3,692.50 -
 2,565.10 -
 396.21 +
 6,521.14 +
 4,191.32 +
 1,052.1 +
 7,274.31 +
 10,056.58 G+

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

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Sunday, November 11, 2018 12:19 PM
To: Amanda Lane; Damon Ventura; AccountsPayable
Subject: RE: Myrtle Creek - FR #8

MCID Funding Request #8 is approved for processing.

KDS

Kaufmann Development Services, LLC
Larry Kaufmann, PE
(407) 448-6592
Lkaufmann@tavistock.com

From: Amanda Lane <amandal@fishkind.com>
Sent: Friday, November 9, 2018 3:37 PM
To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #8

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #8 for 13,473.00.

Amanda Lane
Assistant Chief District Accountant
Fishkind & Associates, Inc.
12051 Corporate Blvd., Orlando, FL 32817
Tel: (407) 382-3256 // Fax: (407) 382-3254
Email: AmandaL@fishkind.com

Follow Fishkind on [LinkedIn](#).

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #008

11/9/2018

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Wellspring Drive November Landscaping Maintenance	6011198	\$ 3,163.00
	Wellspring Drive Median Improvement	6032485	\$ 10,310.00
		TOTAL	\$ 13,473.00

Secretary/Assistant Secretary

Chairperson

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #373 (revised)
11/9/2018

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Allen E Smith Ranch & Farming Pine Tree Removal	3583	\$ 3,015.00	FY-2018
2	Boggy Creek Improvement District September ICM Expenses October ICM Expenses	ICM2018-12(2) ICM2019-01	\$ 396.21 \$ 6,521.14	FY-2018 FY-2019
3	BrightView Landscape Services November Landscape Maintenance Irrigation Repairs Zone #2 Repairs Controller #2 Repairs Controller #1 Repairs Fall Flower Installation Area #25 Shilling Removal	6023481 6025604 6025615 6025617 6025631 6032492 6032503	\$ 15,207.00 \$ 158.50 \$ 49.00 \$ 54.00 \$ 892.77 \$ 2,250.10 \$ 5,389.00	FY-2018 FY-2018 FY-2018 FY-2018 FY-2018 FY-2018 FY-2018
4	Hopping Green & Sams General Legal Through 09/30/2018	103568	\$ 1,986.58	FY-2018
5	Michael's Lighting & Electric Night Lighting Check 10/31/2018	7109	\$ 81.25	FY-2019
6	US Bank Trustee Fees	5159969	\$ 8,072.63	FY-2019
TOTAL			\$ 44,073.18	

*> pd online
12/16/18*



Secretary/Assistant Secretary

Chairperson

FY 2018.	5,397.79
FY 2019	38,675.39

*J. Smith
12/4/18*

RECEIVED DEC 04 2018

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Saturday, November 17, 2018 8:43 AM
To: Amanda Lane; Damon Ventura; AccountsPayable
Subject: RE: Myrtle Creek - FR #9

MCID Funding Request #9 is approved for processing.

KDS

Kaufmann Development Services, LLC
Larry Kaufmann, PE
(407) 448-6592
Lkaufmann@tavistock.com

From: Amanda Lane <amandal@fishkind.com>
Sent: Friday, November 16, 2018 4:29 PM
To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #9

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #9 for \$429.43.

Amanda Lane
Assistant Chief District Accountant
Fishkind & Associates, Inc.
12051 Corporate Blvd., Orlando, FL 32817
Tel: (407) 382-3256 // Fax: (407) 382-3254
Email: AmandaL@fishkind.com

Follow Fishkind on [LinkedIn](#).

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #009

11/16/2018

Item No.	Payee	Invoice Number	General Fund
1	Orlando Sentinel Performance Drive Phase 3 Legal Advertising	OSC2156041	\$ 429.43
TOTAL			\$ 429.43

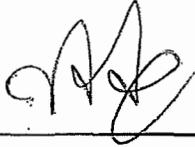
Secretary/Assistant Secretary

Chairperson

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #375
11/30/2018

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Donald W McIntosh Associates Engineering Services Through 11/02/2018	35882	\$ 458.50	FY 2019
2	Fishkind & Associates DM Fee & Reimbursables; November 2018	23735	\$ 3,439.89	FY 2019
3	Supervisor Fees - 11/29/2018 Meeting			
	Kam Shenai	--	\$ 200.00	FY 2019
	Donald Tubbs	--	\$ 200.00	FY 2019
	Kyle Scholl	--	\$ 200.00	FY 2019
	Bobela Silva	--	\$ 200.00	FY 2019
TOTAL			\$ 4,698.39	



Secretary/Assistant Secretary

Chairperson

FY 2018
4,698.39

Jay [Signature]
12/4/18

RECEIVED DEC 04 2018

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Tuesday, December 4, 2018 7:41 AM
To: Amanda Lane; Damon Ventura; AccountsPayable
Subject: RE: Myrtle Creek - FR #10

FR# 10 is approved for processing.

KDS

Kaufmann Development Services, LLC
Larry Kaufmann, PE
(407) 448-6592
Lkaufmann@tavistock.com

From: Amanda Lane <amandal@fishkind.com>
Sent: Monday, December 3, 2018 2:11 PM
To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #10

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #10 for \$3,692.50.

Amanda Lane
Assistant Chief District Accountant
Fishkind & Associates, Inc.
12051 Corporate Blvd., Orlando, FL 32817
Tel: (407) 382-3256 // Fax: (407) 382-3254
Email: AmandaL@fishkind.com

Follow Fishkind on [LinkedIn](#).

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #010

11/30/2018

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates		
	Wellspring Drive & Performance Drive Consultation/Assistance Through 11/02/2018	35884	\$ 623.75
	Performance Drive Phase 3 Engineering Services Through 11/02/2018	35952	\$ 3,068.75
		TOTAL	\$ 3,692.50

Secretary/Assistant Secretary

Chairperson

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #376

12/7/2018

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services Poinsettia Installation	6074369	\$ 2,601.00
2	Michael's Lighting & Electric Night Lighting Check on 11/30/2018	7248	\$ 81.25
3	ouc <i>pd online 12/10/18</i> Acct: 4782400001 ; Service 11/01/2018 - 12/03/2018	--	\$ 4,191.32
4	VenturesIn.com December Application Hosting	44194	\$ 105.00
TOTAL			\$ 6,978.57

[Handwritten Signature]

Secretary/Assistant Secretary

Chairperson

[Handwritten Signature]
12/10/18

RECEIVED DEC 10 2018

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Monday, December 10, 2018 11:08 AM
To: Damon Ventura
Cc: Amanda Lane
Subject: FW: Myrtle Creek - FR #11
Attachments: MCID FR #011.pdf

Funding request FR#011 is approved for processing.

KDS

Kaufmann Development Services, LLC
Larry Kaufmann, PE
(407) 448-6592
Lkaufmann@tavistock.com

From: Amanda Lane <amandal@fishkind.com>
Sent: Friday, December 7, 2018 4:29 PM
To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #11

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #11 for \$3,163.00.

Amanda Lane
Assistant Chief District Accountant
Fishkind & Associates, Inc.
12051 Corporate Blvd., Orlando, FL 32817
Tel: (407) 382-3256 // Fax: (407) 382-3254
Email: AmandaL@fishkind.com

Follow Fishkind on [LinkedIn](#).

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #011

12/7/2018

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services Wellspring Drive December Landscaping Maintenance	6057065	\$ 3,163.00
		TOTAL	\$ 3,163.00

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #377
12/14/2018

Item No.	Payee	Invoice Number	General Fund
1	Allen E. Smith Ranch & Farming Tree Removals	3739	\$ 1,710.00
2	Boggy Creek Improvement District September (3) ICM Expenses November ICM Expenses	<i>> pd online 12/19/18</i> ICM2018-12(3) ICM2019-02	\$ 1,052.10 \$ 7,274.31
3	BrightView Landscape Services December Landscape Maintenance	6067680	\$ 15,207.00
4	Hopping Green & Sams General Counsel Through 10/31/2018	104226	\$ 2,565.10
5	Special Event Floral Holiday Decorations	18-441	\$ 1,246.00
TOTAL			\$ 29,054.51

[Handwritten Signature]

Secretary/Assistant Secretary

Chairperson

Jay [Signature]
12/17/18

RECEIVED DEC 17 2018

**MYRTLE CREEK
IMPROVEMENT DISTRICT**

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

MYRTLE CREEK IMPROVEMENT DISTRICT

2

District's Financial Position and Budget to Actual YTD

Myrtle Creek Improvement District
Statement of Activities
As of 12/31/2018

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
Revenues					
On-Roll Assessments	\$296,422.04				\$296,422.04
Developer Contributions	19,799.00				19,799.00
Other Income & Other Financing Sources	1.32				1.32
Inter-Fund Transfers In	(32,662.68)				(32,662.68)
On-Roll Assessments		\$978,347.39			978,347.39
Developer Contributions			\$6,731.93		6,731.93
Inter-Fund Transfers In			32,662.68		32,662.68
Total Revenues	\$283,559.68	\$978,347.39	\$39,394.61	\$0.00	\$1,301,300.36
Expenses					
Supervisor Fees	\$2,400.00				\$2,400.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	8,072.63				8,072.63
Management	9,999.99				9,999.99
Engineering	1,430.00				1,430.00
Property Appraiser	1,432.00				1,432.00
District Counsel	2,565.10				2,565.10
Assessment Administration	7,500.00				7,500.00
Travel and Per Diem	41.60				41.60
Telephone	39.93				39.93
Postage & Shipping	44.54				44.54
Copies	196.50				196.50
Legal Advertising	256.92				256.92
Property Taxes	123.22				123.22
Web Site Maintenance	315.00				315.00
Holiday Decorations	1,246.00				1,246.00
Dues, Licenses, and Fees	175.00				175.00
Electric	158.29				158.29
Entry Lighting	31.76				31.76
Water Reclaimed	7,222.43				7,222.43
Aquatic Contract	650.00				650.00
General Liability Insurance	3,723.00				3,723.00
Irrigation	1,616.52				1,616.52
Landscaping Maintenance & Material	55,110.00				55,110.00
Flower & Plant Replacement	22,260.10				22,260.10
IME - Aquatics Maintenance	789.08				789.08
IME - Irrigation	9.45				9.45
IME - Landscaping	19,305.42				19,305.42
IME - Lighting	491.29				491.29
IME - Miscellaneous	1,107.54				1,107.54
IME - Water Reclaimed	207.78				207.78
Streetlights	2,229.52				2,229.52
Interest Payments		\$317,800.00			317,800.00
Engineering			\$13,796.50		13,796.50
Legal Advertising			590.49		590.49
Total Expenses	\$154,000.61	\$317,800.00	\$14,386.99	\$0.00	\$486,187.60
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	\$574.48				\$574.48
Interest Income		\$1,744.49			1,744.49
Interest Income			\$283.26		283.26
Total Other Revenues (Expenses) & Gains (Losses)	\$574.48	\$1,744.49	\$283.26	\$0.00	\$2,602.23
Change In Net Assets	\$130,133.55	\$662,291.88	\$25,290.88	\$0.00	\$817,716.31
Net Assets At Beginning Of Year	\$418,203.78	\$1,166,705.94	\$351,473.83	\$0.00	\$1,936,383.55
Net Assets At End Of Year	\$548,337.33	\$1,828,997.82	\$376,764.71	\$0.00	\$2,754,099.86

Myrtle Creek Improvement District
Statement of Financial Position
As of 12/31/2018

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$208,484.96				\$208,484.96
Money Market Account	176,680.98				176,680.98
State Board of Administration	3,863.04				3,863.04
Pond Reserve	10,437.50				10,437.50
Road Reserve	10,437.50				10,437.50
Capital Reserve	102,604.88				102,604.88
Accounts Receivable - Due from Developer	7,181.27				7,181.27
Due From Other Funds	85.42				85.42
Deposits	4,300.00				4,300.00
Infrastructure Capital Reserve	30,595.60				30,595.60
Interchange Maintenance Reserve	7,102.13				7,102.13
Due From Other Funds		\$947,583.51			947,583.51
Debt Service Reserve		338,740.47			338,740.47
Revenue		542,548.68			542,548.68
Prepayment		125.16			125.16
Acquisition/Construction			\$394,969.24		394,969.24
Total Current Assets	\$561,773.28	\$1,828,997.82	\$394,969.24	\$0.00	\$2,785,740.34
<u>Investments</u>					
Amount Available in Debt Service Funds				\$881,414.31	\$881,414.31
Amount To Be Provided				17,848,585.69	17,848,585.69
Total Investments	\$0.00	\$0.00	\$0.00	\$18,730,000.00	\$18,730,000.00
Total Assets	\$561,773.28	\$1,828,997.82	\$394,969.24	\$18,730,000.00	\$21,515,740.34
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$5,320.84				\$5,320.84
Due To Other Governmental Units	8,115.11				8,115.11
Accounts Payable			\$10,937.84		10,937.84
Due To Other Funds			85.42		85.42
Deferred Revenue			7,181.27		7,181.27
Total Current Liabilities	\$13,435.95	\$0.00	\$18,204.53	\$0.00	\$31,640.48
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$18,730,000.00	\$18,730,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$18,730,000.00	\$18,730,000.00
Total Liabilities	\$13,435.95	\$0.00	\$18,204.53	\$18,730,000.00	\$18,761,640.48
<u>Net Assets</u>					
Net Assets, Unrestricted	\$1,314,672.67				\$1,314,672.67
Current Year Net Assets, Unrestricted	(32,662.68)				(32,662.68)
Net Assets - General Government	(896,468.89)				(896,468.89)
Current Year Net Assets - General Government	162,796.23				162,796.23
Net Assets, Unrestricted		\$1,166,705.94			1,166,705.94
Current Year Net Assets, Unrestricted		662,291.88			662,291.88
Net Assets, Unrestricted			(\$417,951.06)		(417,951.06)
Net Assets, Unrestricted			769,424.89		769,424.89
Current Year Net Assets, Unrestricted			25,290.88		25,290.88
Total Net Assets	\$548,337.33	\$1,828,997.82	\$376,764.71	\$0.00	\$2,754,099.86
Total Liabilities and Net Assets	\$561,773.28	\$1,828,997.82	\$394,969.24	\$18,730,000.00	\$21,515,740.34

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 12/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 296,422.04	\$ 123,179.04	\$ 173,243.00	\$ 492,716.16
Developer Contributions	19,799.00	-	19,799.00	-
Other Income & Other Financing Sources	1.32	-	1.32	-
Money Market Reserve	-	65,089.36	(65,089.36)	260,357.44
Net Revenues	\$ 316,222.36	\$ 188,268.40	\$ 127,953.96	\$ 753,073.60
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 2,400.00	\$ 3,000.00	\$ (600.00)	\$ 12,000.00
Financial & Administrative				
Public Officials' Liability Insurance	3,250.00	893.75	2,356.25	3,575.00
Trustee Services	8,072.63	500.00	7,572.63	2,000.00
Management	9,999.99	10,000.00	(0.01)	40,000.00
Engineering	1,430.00	1,250.00	180.00	5,000.00
Dissemination Agent	-	1,250.00	(1,250.00)	5,000.00
Property Appraiser	1,432.00	750.00	682.00	3,000.00
District Counsel	2,565.10	5,000.00	(2,434.90)	20,000.00
Assessment Administration	7,500.00	1,875.00	5,625.00	7,500.00
Audit	-	993.75	(993.75)	3,975.00
Arbitrage Calculation	-	225.00	(225.00)	900.00
Travel and Per Diem	41.60	125.00	(83.40)	500.00
Telephone	39.93	125.00	(85.07)	500.00
Postage & Shipping	44.54	125.00	(80.46)	500.00
Copies	196.50	500.00	(303.50)	2,000.00
Legal Advertising	256.92	1,250.00	(993.08)	5,000.00
Bank Fees	-	12.50	(12.50)	50.00
Miscellaneous	-	1,249.99	(1,249.99)	5,000.00
Property Taxes	123.22	18.75	104.47	75.00
Web Site Maintenance	315.00	312.50	2.50	1,250.00
Holiday Decorations	1,246.00	-	1,246.00	-
Dues, Licenses, and Fees	175.00	43.75	131.25	175.00
Total General & Administrative Expenses	\$ 39,088.43	\$ 29,499.99	\$ 9,588.44	\$ 118,000.00

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 12/31/2018

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ 158.29	\$ 250.00	\$ (9107.10)	\$ 1,000.00
Entry Lighting	31076	125.00	(93.24)	500.00
Water-Sewer Combination Services				
Water Reclaimed	7,222.43	2,500.00	4,722.43	10,000.00
Stormwater Control				
Aquatic Contract	650.00	1,290.00	(640.00)	5,160.00
Lake/Pond Repair Reserve	-	1,250.00	(10250.00)	5,000.00
Other Physical Environment				
General Liability Insurance	3,723.00	1,250.00	2,473.00	5,000.00
Property & Casualty Insurance	-	375.00	(375.00)	1,500.00
Auto Insurance	-	187.50	(187.50)	750.00
Irrigation	1,616.52	7,500.00	(5,883.48)	30,000.00
Landscaping Maintenance & Material	55,110.00	45,621.00	9,489.00	182,484.00
Tree Trimming	-	10,000.00	(10,000.00)	40,000.00
Flower & Plant Replacement	22,260.10	27,500.00	(5,239.90)	110,000.00
Contingency	-	5,856.58	(5,856.58)	23,426.31
Hurricane Cleanup	-	3,750.00	(3,750.00)	15,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	789.08	834.75	(45.67)	3,339.00
IME - Irrigation	9.45	7,875.00	(7,865.55)	31000.00
IME - Landscaping	19,305.42	19,305.41	0.01	77,221.62
IME - Lighting	491029	5,000.00	(4,508.710)	20,000.00
IME - Miscellaneous	1,107.54	-	1,107.54	-
IME - Water Reclaimed	207.78	787.50	(579.72)	3,150.00
New Operational Field Expenses				
Trail Benches	-	-	-	-
Crosswalk Improvements	-	4,129.00	(4,129.00)	16,516.00
Road & Street Facilities				
Entry and Wall Maintenance	-	2,500.00	(2,500.00)	10,000.00
Streetlights	2,229.52	3,000.00	(770.48)	12,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	5,000.00	(5,000.00)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	2,541067	(2,541067)	10,166.67
Interchange Maintenance Reserve	-	590.00	(590.00)	2,360.00
Total Field Operations Expenses	\$ 114,912.18	\$ 159,018.41	\$ (44,106.23)	\$ 636,073.60
Total Expenses	\$ 154,000.61	\$ 188,518.40	\$ (34,517.79)	\$ 754,073.60
Income (Loss) from Operations	\$ 162,221.75	\$ (250.00)	\$ 162,471.75	\$ (1,000.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 574.48	\$ 250.00	\$ 324.48	\$ 1,000.00
Total Other Income (Expense)	\$ 574.48	\$ 250.00	\$ 324.48	\$ 1,000.00
Net Income (Loss)	\$ 162,796.23	\$ -	\$ 162,796.23	\$ -

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 12/31/2018

	Oct-18	Nov-18	Dec-18	YTD Actual
<u>Revenues</u>				
On-Roll Assessments	\$ -	\$ 8,022.68	\$ 288,399.36	\$ 296,422.04
Developer Contributions	3,163.00	-	16,636.00	19,799.00
Other Income & Other Financing Sources	-	-	1.32	1.32
Money Market Reserve	-	-	-	-
Net Revenues	\$ 3,163.00	\$ 8,022.68	\$ 305,036.68	\$ 316,222.36
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 800.00	\$ 800.00	\$ 800.00	\$ 2,400.00
Financial & Administrative				
Public Officials' Liability Insurance	3,250.00	-	-	3,250.00
Trustee Services	-	8,072.63	-	8,072.63
Management	3,333.33	3,333.33	3,333.33	9,999.99
Engineering	-	458.50	971.05	1,430.00
Dissemination Agent	-	-	-	-
Property Appraiser	-	1,432.00	-	1,432.00
District Counsel	-	-	2,565.10	2,565.10
Assessment Administration	7,500.00	-	-	7,500.00
Audit	-	-	-	-
Arbitrage Calculation	-	-	-	-
Travel and Per Diem	-	9.31	32.29	41.60
Telephone	-	11.88	28.05	39.93
Postage & Shipping	-	31.37	13.17	44.54
Copies	-	54.00	142.50	196.50
Legal Advertising	256.92	-	-	256.92
Bank Fees	-	-	-	-
Miscellaneous	-	-	-	-
Property Taxes	-	123.22	-	123.22
Web Site Maintenance	105.00	105.00	105.00	315.00
Holiday Decorations	-	-	1,246.00	1,246.00
Dues, Licenses, and Fees	175.00	-	-	175.00
Total General & Administrative Expenses	\$ 15,420.25	\$ 14,431.24	\$ 9,236.94	\$ 39,088.43
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ -	\$ 78.69	\$ 79.60	\$ 158.29
Entry Lighting	-	15.67	16.09	31.76
Water-Sewer Combination Services				
Water Reclaimed	-	4,158.99	3,063.44	7,222.43
Stormwater Control				
Aquatic Contract	-	650.00	-	650.00
Lake/Pond Repair Reserve	-	-	-	-
Other Physical Environment				
General Liability Insurance	3,723.00	-	-	3,723.00
Property & Casualty Insurance	-	-	-	-
Auto Insurance	-	-	-	-
Irrigation	329.25	1,287.27	-	1,616.52
Landscaping Maintenance & Material	18,370.00	18,370.00	18,370.00	55,110.00
Tree Trimming	-	-	-	-
Flower & Plant Replacement	-	17,949.10	4,311.00	22,260.10

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 12/31/2018

	Oct-18	Nov-18	Dec-18	YTD Actual
Contingency	-	-	-	-
Hurricane Cleanup	-	-	-	-
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	-	526.05	263.03	789.08
IME - Irrigation	-	-	9.45	9.45
IME - Landscaping	6,435.14	6,435.14	6,435.14	19,305.42
IME - Lighting	86.00	229.66	175.63	491.09
IME - Miscellaneous	-	-	1,107.54	1,107.54
IME - Water Reclaimed	-	83.46	124.32	207.78
New Operational Field Expenses				
Trail Benches	-	-	-	-
Crosswalk Improvements	-	-	-	-
Road & Street Facilities				
Entry and Wall Maintenance	-	-	-	-
Streetlights	-	1,114.76	1,114.76	2,229.52
Parks & Recreation				
Personnel Leasing Agreement	-	-	-	-
Contingency				
Infrastructure Capital Reserve	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-
Total Field Operations Expenses	<u>\$ 28,943.39</u>	<u>\$ 50,898.79</u>	<u>\$ 35,070.00</u>	<u>\$ 114,912.18</u>
Total Expenses	<u>\$ 44,363.64</u>	<u>\$ 65,330.03</u>	<u>\$ 44,306.94</u>	<u>\$ 154,000.61</u>
Income (Loss) from Operations	<u>\$ (41,200.64)</u>	<u>\$ (57,307.35)</u>	<u>\$ 260,729.74</u>	<u>\$ 162,221.75</u>
<u>Other Income (Expense)</u>				
Interest Income	<u>\$ 16.45</u>	<u>\$ 16.58</u>	<u>\$ 541.45</u>	<u>\$ 574.48</u>
Total Other Income (Expense)	<u>\$ 16.45</u>	<u>\$ 16.58</u>	<u>\$ 541.45</u>	<u>\$ 574.48</u>
Net Income (Loss)	<u><u>\$ (41,184.19)</u></u>	<u><u>\$ (57,290.77)</u></u>	<u><u>\$ 261,271.19</u></u>	<u><u>\$ 162,796.23</u></u>

**Myrtle Creek Improvement District
Construction Tracking - mid-January**

		Amount
Series 2016 Bond Issue		
Original Construction Fund	\$	513,425.32
Additions (Interest, Transfers from DSR, etc.)		210,756.38
Cumulative Draws Through Prior Month		(330,444.45)
		=====
Construction Funds Available	\$	393,737.25
 Requisitions This Month		
		=====
Total Requisitions This Month	\$	-
		=====
Funds Remaining	\$	393,737.25
 Committed Funding		
Performance Drive Phase 3 - August bid and October NTP	\$	-
		=====
Total Committed	\$	-
		=====
Net Uncommitted		393,737.25

Myrtle Creek Improvement District
 FY 2019
 Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	End. Cash
10/1/2018	3,335.47	245,865.06	(240,227.53)	23,126.74	(30,098.67)	2,001.07
11/1/2018	2,001.07	27,308.95	(28,608.95)	39,860.94	(38,823.21)	1,738.80
12/1/2018	1,738.80	-	(8,159.89)	1,259,892.25	(1,044,986.20)	208,484.96
1/1/2019	208,484.96	-	-	-	-	208,484.96 as of 01/11/2019
FY 19 Totals		273,174.01	(276,996.37)	1,322,879.93	(1,113,908.08)	

As of 01/11/2019