

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 Thursday, November 29, 2018 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. Swearing in Newly Elected Board Members**
- 2. Consideration of the Minutes of the October 16, 2018 Board of Supervisors' Meeting**
- 3. Consideration of Resolution 2019-01, Declaring Board Vacancy**

Business Matters

- 4. Consideration of Interlocal Agreement with The School Board of Orange County**
- 5. Consideration of Resolution 2019-02, Future Assessments on School Site**
- 6. Consideration of Property Insurance Proposal for Hardscape Items**
- 7. Consideration of FY 2018 Audit Engagement Letter**
- 8. Ratification of Requisition No. 518 Approved in October 2018 in an amount totaling \$74.16**
- 9. Ratification of Operation and Maintenance Expenditures Paid in October 2018 in an amount totaling \$49,237.65**
- 10. Recommendation of Work Authorization/Proposed Services (*if applicable*)**
- 11. 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

Oath of Office

MYRTLE CREEK IMPROVEMENT DISTRICT

**BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF MYRTLE CREEK IMPROVEMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing oath was administered before me this 29th day of November, 2018, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Myrtle Creek Improvement District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MYRTLE CREEK IMPROVEMENT DISTRICT

**Minutes of the October 16, 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, October 16, 2018 at 5:01 p.m. at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827. Board Members listed below constituted a quorum.

Jeff Macre	Chair
Bob Da Silva	Vice-Chair
Kam Shenai	Assistant Secretary
Kyle Scholl	Assistant Secretary

Also present were:

Jennifer Walden	Fishkind & Associates
Lynne Mullins	Fishkind & Associates
Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor
Troy Davidson	Tavistock Development
Scott Thacker	Tavistock Development
Mike Eckert	Hopping Green & Sams (via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments at this time.

THIRD ORDER OF BUSINESS

**Consideration of the
Minutes of the September
18, 2018 Board of
Supervisors' Meeting**

Board Members reviewed the minutes from the September 18, 2018 Board of Supervisors' Meeting. Ms. Walden noted that the District Engineer provided minor comments prior to the Board meeting to clean up some items in the minutes and she will ensure those get incorporated.

On Motion by Mr. Scholl, second by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Minutes of the September 18, 2018 Board of Supervisors' Meeting, as amended.

FOURTH ORDER OF BUSINESS

Consideration of Property Insurance for Hardscape Items

Ms. Walden explained that she has provided a building schedule (Minutes Exhibit A) which details the hardscape items and building replacement value. She added that Mr. Kaufmann and Mr. Thacker met with the insurance company to go over these hardscape items in the District that should be covered by insurance. The cost of the premium for these items will be \$1,488.00. The District is budgeted in FY 2019 for \$10,075.00 for insurance and if coverage is added for these hardscape items then insurance premiums would come to a total of \$8,461.00 and it does fit into the budget.

Mr. Da Silva asked about the deductible. Ms. Walden stated that she thinks the deductible is \$1,000.00 but will follow up with that. The insurance company was unable to provide a proposal for today and just gave her the hard numbers of the cost for the premium so we could keep this moving forward. Mr. Macre asked if this was for defects and if someone hits it with a car the District will go after their insurance. Ms. Walden stated that the District will go after the other person's insurance if they can but many times they leave the scene so that's not always possible. Mr. Newton stated that the District would go back to the Contractor for defects. Mr. Kaufmann added that the building replacement values are for repairs and not to replace the entire feature. Mr. Macre asked if the District received multiple quotes. Ms. Walden replied that there are not a lot of insurance companies that work with Districts so Mr. Kaufmann and Mr. Thacker met with the current policy holder which is Egis and asked about adding on these items for this property.

Ms. Walden noted that one of the other sister Board's tabled this item until they got the actual proposal. The Board agreed to table this item until the District gets the proposal and then weigh the benefits and cost analysis at that time. Another Board Member asked to also see the cost to install the features from scratch. Another Board Member stated that four monuments of the same time being destroyed is unlikely and his prediction would be that one of the columns would get hit and he requested to see the cost of fixing one of the columns. Mr. Macre asked if District staff could bring back different options of cost if the deductible were higher.

FIFTH ORDER OF BUSINESS

Ratification of Requisition No. 517 Approved in September 2018 in an amount totaling \$751.25

Board Members reviewed Requisition No. 517 approved in September 2018 in an amount totaling \$751.25. Ms. Walden stated that these have been approved and paid and need to be ratified by the Board.

On Motion by Mr. Scholl, second by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified Requisition No. 517 approved in September 2018 in an amount totaling \$751.25.

SIXTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in September 2018 in an amount totaling \$92,689.81

Board Members reviewed the Operation and Maintenance Expenditures paid in September 2018 in an amount totaling \$92,689.81.

Mr. Macre stated that the invoice for Brightview Landscape Services hit the budget and asked if the Board previously discussed that staff was working with the vendor and they were replacing some controllers for the District. Mr. Thacker stated that a couple of controllers are being replaced and that is included in one of these numbers.

Mr. Shenai asked how many controllers the District has. Mr. Thacker answered that the District has 8 controllers. Mr. Shenai stated that he thought that there were only single digit controllers but he saw one labelled controller 24. Mr. Thacker stated that it might be a typo. Mr. Macre stated that controller #1 is being replaced in the amount of \$505.75. Mr. Thacker responded that when BrightView says that it is repairing controllers it is actually repairing heads and lines being served by that controller. The District has done a number of repairs in controller area #1 and #6 and should not see those for a while. Mr. Thacker stated that the new controllers should last 20 years and shouldn't have the problems that the existing controllers do have today.

Mr. Da Silva stated that whenever he drives down Lake Nona Boulevard, he sees a BrightView truck parked in the grass and he asked if they are breaking irrigation heads when they do that. Mr. Thacker stated that in the past he thinks that the District has been getting charged to fix heads like that but the new water management specialist has been keeping an eye on that and he is now validating all of these invoices.

Mr. Shenai asked how much the District spent on controller repairs within the year. Mr. Thacker stated that it is listed in the budget under the irrigation line item for that and it would include any repairs to the irrigation system. Mr. Scholl asked if there could be a separate line item for just repair of irrigation equipment. District staff answered that there is a separate line for irrigation in the amount of \$54,000.00.

Mr. Shenai stated that the Board had a previous discussion about the 33 spots on the side path and how it was going to be expensive to repair it and the Board discussed assessments. He stated that he thinks the District needs to do a deeper dive to understand it and the cost. Mr. Thacker stated that there have been a lot of main line irrigation repairs in the District because it is an older system and part of that is not surprising. He pointed out that the mainline repair at the intersection of the USTA entrance which is right after Wellspring Drive there was a mainline repair there that was repaired 3-4 month ago. It failed again and as the water management specialist investigated why it failed again, it was because BrightView had repaired it deficiently the first time. BrightView's initial repair to fix it the second time was \$7,000.00 and he was able to get that down to \$1,800.00 to pay only for the materials to properly repair it as they should have done the first time. Going forward with the water management specialist really paying attention to what is happening to those irrigation systems, he expects the repair costs to decrease. Mr. Scholl stated that he thought some of the money spent in this fiscal year was because the District did large landscape upgrades and hurricane repairs and noted that somewhere in these numbers is a combination of those two things as well which should be factored in.

Mr. Shenai stated that he does not know which amount of money is the right number. Mr. Kaufmann suggested letting the water management specialist know to monitor the irrigation, the Board would like him to come to the next meeting and tell him how the Board wants to look at the situation. Mr. Shenai stated that he can come up with a list of questions. Mr. Thacker asked him if he is curious to see what an audit would be of where the District spent the \$54,000.00. Mr. Scholl suggested some means of identifying and tracking data to keep an eye on things going forward and identifying problems. The Board discussed the rain sensors. Mr. Thacker stated that the water management specialist can be prepared to let the Board know how many of the rain sensors work.

On Motion by Mr. Scholl, second by Mr. Shenai, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in September 2018 in an amount totaling \$92,689.81.

SEVENTH ORDER OF BUSINESS

Recommended Work Authorization/Proposed Services

There were no Work Authorizations for this District.

EIGHTH 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 September. Ms. Walden noted that the District is able to book expenses headed into the next fiscal year for the first two months of the prior fiscal year. She should have a more updated financial position at the next meeting. Ms. Walden stated that the District is currently under budget but there are a few invoices that have not been incurred yet. There was no action required.

NINTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Walden reminded the Board that the next meeting is scheduled for Tuesday, November 20, 2018 at 5:00 p.m. It is the Tuesday prior to Thanksgiving so please advise the team if any of the Board Members will be unable to attend.

District Engineer – No Report

Construction Supervisor – Mr. Kaufmann stated that at the last meeting District staff discussed the repairs to the trail and he received a quote from a Contractor for \$151,060.00 (Minutes Exhibit B). It was noted by the Contractor that it would take a lot of excavation to get the roots out and Mr.

Kaufmann thinks it will probably be in the \$100,000.00 range to fix all 33 issues and the roots. He added that the proposal includes putting root barriers adjacent to where the roots come in but it does not include the cost for a permit. He also spoke to Jr. Davis but they did not give him a quote prior to today's meeting but they are talking with the City to figure out how to finesse this without providing alternative access.

Mr. Macre stated that Mr. Kaufmann had mentioned something about potentially having the City do this as a City of Orlando project. Mr. Kaufmann stated that he did not get into that yet because he is trying to get the numbers in case the District had to do it themselves, to see the impact and then go speak to the City about fixing their trail. Mr. Kaufmann stated that he thinks the City will come back and say that it is a developer issue and not a City issue. A discussion took place about the longevity of the trail. Mr. Scholl asked at what point does the Board say that the liability falls on pedestrians and bicyclists. He brought up a point of requesting bicyclists to utilize the bike lane in the roadway and not the trail. Mr. Kaufmann stated that the ADA requires any edge to be less than 1/8 of an inch in difference.

Mr. Kaufmann stated that much of the trail is in the City right-of-way and working in the City right-of-way without a City permit could be challenging. A discussion took place about the District's responsibility.

Mr. Macre stated that he is glad that the District got a quote because it is great to see so much action and a little bit more knowledge and visibility to what it would cost. He asked that some of the questions be taken back to the vendor to get some more ideas.

Mr. Da Silva asked if Mr. Kaufmann had a chance to investigate the issues on Wellspring Drive. Mr. Kaufmann responded that he went around Wellspring and Performance Drive too and he did not see any damage. Mr. Macre stated that he would take a look today. Mr. Da Silva stated that one is right as you go around the corner from Lake Nona under Wellspring Drive within the first 100 yards and the other is right before turning into USTA within the last 100 yards.

Mr. Kaufmann stated that Mr. Thacker obtained a quote from Driveway Maintenance Inc. (Minutes Exhibit C) and they were quoting more areas in the amount of \$66,000.00 but he thinks that what they were doing was digging out a strip and putting down some asphalt. Mr. Scholl stated that maybe they were onto something and District staff can talk to the other companies about that method.

TENTH ORDER OF BUSINESS

**Supervisor Requests,
Audience Comments
& Adjournment**

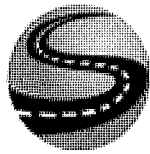
There were no Supervisor requests or audience comments. Ms. Walden requested a motion to adjourn.

On Motion by Mr. Scholl, second by Mr. Shenai, with all in favor, the October 16, 2018 Meeting of the Board of Supervisors for the Myrtle Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

Myrtle Creek BUILDING SCHEDULE					
Unit Number	DESCRIPTION OF OCCUPANCY (If Vacant, state "Vacant" if Under Construction, state "Under Construction," If Historic Bldg state "Historic")	ADDRESS Line 1	Building Replacement Value	Construction Type	
1	Decorative Monuments (2)	Lake Nona Blvd & Narcoossee Rd	\$ 75,000	Masonry Non Combustible	
2	Column Features (4)	Lake Nona Blvd & Narcoossee Rd	\$ 50,000	Non Combustible	
3	Fencing w/Column Features	Lake Nona Blvd & Narcoossee Rd	\$ 50,000	Non Combustible	
4					
5			\$ 175,000		
6					



JON M. HALL
C O M P A N Y
Site Development Since 1974

Exhibit B

Proposal Date: 10/11/2018

Proposed Request # 1

PROJECT: Lake Nona - New Trail Repairs
OWNER: Tavistock

Owner:
Tavistock Development Company
6900 Tavistock Lakes Boulevard, suite 200
Orlando, FL 32827

ATTN: Chris Wilson, Larry Koffman
EMAIL: lkaufmann@tavistock.com
EMAIL: cwilson@tavistock.com

ITEM	CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
01		Trail Repairs				\$ 151,060.00
1.01		Mobilization	1	LS	\$ 4,200.00	\$ 4,200.00
1.02		Supervision	1	LS	\$ 4,320.00	\$ 4,320.00
1.03		Remove /Replace Bike Trail with base and new asphalt	33	EA	\$ 2,880.00	\$ 95,040.00
1.04		Root Prune and install Root Barrier	1	LS	\$ 47,500.00	\$ 47,500.00

SUBTOTAL	\$	151,060.00
Bond Rate Added	0%	\$ -
TOTAL	\$	151,060.00

QUALIFICATIONS:

- 1) No survey included in price(will need areas marked out by Tavistock)
- 2) No geotechnical testing included
- 3) No permits included in price
- 4) No As-built included
- 5) We will match existing asphalt depth for trail

Sincerely,

Phillip Hartmann

Phillip Hartmann, Project Manager
Jon M. Hall Company
1920 Boothe Circle, Suite 230
Longwood, FL 32750
Phone 407 215-0410
Fax 407 215-0411
www.jonmhallcompany.com
PHartmann@jonmhallcompany.com

Proposal Accepted By:

OWNER: Tavistock

Authorized Signature

Date

Name / Title

I/We as authorized representative of the owner accept this proposal and qualifications therein and direct Jon M Hall Company to proceed with the work. Client shall pay all attorneys fees associated with collection of any unpaid balances.

Client shall pay interest in the amount of 18% per annum on overdue balance. Payment Terms: Net 10 days from the date of the invoice.



Yard: 677 Fairvilla Road • Mail to: P.O. Box 617585
Orlando, Florida 32861-7585
Orlando: (407) 298-8558 • Fax: (407) 298-8588
Kissimmee: (407) 870-7578 • Email: Orlando@Driveway.net
Web Site: www.Driveway.net

7/18/2018

Tavistock Development Company
6900 Tavistock Lakes Blvd. #200
Orlando, FL 32827

Myrtle Creek Improvement District
Lake Nona Blvd.
Orlando, FL

(407) -816-6684

ATTENTION: Scott Thacker

As per directions to perform the following work:

ASPHALT REPAIR TREE ROOT DAMAGED ASPHALT: 61 AREAS TOTALING 14,263 SF

1. Sawcut root damaged asphalt where required and clean areas to be patched.
2. Cut and remove any exposed surface roots.
3. Clean off existing surface with a power street blower.
4. Tack area with MS-1 primer tack.
5. Install concrete fine road base, as needed.
6. Install 1.5" average overlay using hot plant mixed asphalt, Type SP 9.5.
7. Roll and compact using a dual steel drum vibratory roller.
8. Broadcast builders sand on newly paved surface to minimize initial scuffing and marking.
9. Remove and haul away any related debris from site.

PAGE 1 OF 2

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions stated herein, for the sum of:

WITH PAYMENTS TO BE MADE AS FOLLOWS:



- Not responsible for any damage to underground utilities. •
- A Certificate of Insurance will be issued upon request prior to commencement of work. •

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTANCE OF PROPOSAL

DATE OF ACCEPTANCE _____

PRINT NAME _____ SIGNATURE _____

TITLE _____

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance.

DRIVEWAY MAINTENANCE INC.

x _____ Mike Turtle



PROPOSAL

11-182045

Yard: 677 Fairvilla Road • Mail to: P.O. Box 617585
Orlando, Florida 32861-7585
Orlando: (407) 298-8558 • Fax: (407) 298-8588
Kissimmee: (407) 870-7578 • Email: Orlando@Driveway.net
Web Site: www.Driveway.net

7/18/2018

Tavistock Development Company
6900 Tavistock Lakes Blvd. #200
Orlando, FL 32827

Myrtle Creek Improvement District
Lake Nona Blvd.
Orlando, FL

(407)-816-6684

ATTENTION: Scott Thacker

*DURING THE MILLING PROCESS ASPHALT IS SUBJECT TO BREAKING LOOSE THICKER THAN THE SPECIFIED MILLING DEPTH, RESULTING IN THE NEED FOR ADDITIONAL MATERIAL. SHOULD EXCESSIVE REMOVAL OCCUR, THE INCREASED TONNAGE WILL BE BILLED AT A RATE OF \$120.00 PER TON IN PLACE.

*NEW PAVEMENT IS SUSCEPTIBLE TO SCUFFING AND MARKS UNTIL IT HAS PROPERLY CURED. THIS CONTRACTOR WILL NOT BE RESPONSIBLE FOR POWER STEERING MARKS AND OTHER SURFACE ABRASIONS AND INDENTATIONS.

*THIS CONTRACTOR CANNOT GUARANTEE THE ELIMINATION OF STANDING WATER.

*THIS CONTRACTOR WILL NOT BE RESPONSIBLE FOR DAMAGES CAUSED TO OR BY CARS OR PERSONS TRESPASSING IN DESIGNATED AREAS.

*DUE TO INCREASES IN THE COSTS OF MATERIALS, THIS PRICE CAN ONLY BE GUARANTEED FOR 30 DAYS.

*PERMIT FEES, PROCUREMENT, RECORDS RETRIEVAL, ENGINEERING, AND ANY ADDITIONAL WORK REQUIRED BY THE PERMIT WILL BE AN ADDITIONAL COST TO THIS CONTRACT.

PAGE 2 OF 2

WE PROPOSE to furnish labor and material - complete in accordance with above specifications, and subject to conditions stated herein, for the sum of:

** FORTY FOUR THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS AND 00 CENTS **

WITH PAYMENTS TO BE MADE AS FOLLOWS:

NET DUE UPON COMPLETION

- Not responsible for any damage to underground utilities. •
- A Certificate of Insurance will be issued upon request prior to commencement of work. •

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTANCE OF PROPOSAL

DATE OF ACCEPTANCE _____

PRINT NAME _____

SIGNATURE _____

TITLE _____

X

DRIVEWAY MAINTENANCE INC.

Mike Turtle

We Accept
Visa & Mastercard



All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Our workers are covered by Workmen's Compensation Insurance.

MYRTLE CREEK IMPROVEMENT DISTRICT

**Resolution 2019-01,
Declaring Board Vacancy**

RESOLUTION 2019-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MYRTLE CREEK IMPROVEMENT DISTRICT DECLARING A VACANCY IN SEAT 3 ON THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on November 6, 2018, three (3) members of the Board of Supervisors (the “Board”) are to be elected by the Qualified Electors of the District, as that term is defined in section 190.003, *Florida Statutes*; and

WHEREAS, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

WHEREAS, at the close of the qualifying period, two (2) Qualified Electors qualified to run for the three (3) seats available for election by the Qualified Electors of the District; and

WHEREAS, pursuant to section 190.006(3)(b), *Florida Statutes*, if no elector qualifies for a seat to be filled in an election, the Board shall declare the seat(s) vacant, effective the second Tuesday following the general election; and

WHEREAS, pursuant to section 190.006(3)(b), *Florida Statutes*, Qualified Electors are to be appointed to the such vacant seats within ninety (90) days thereafter; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seat available for election as vacant.

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

SECTION 1. The following seat on the District Board is hereby declared vacant effective as of November 20, 2018:

Seat # 3 (currently held by Donald Tubbs)

SECTION 2. Until such time as the District Board nominates a Qualified Elector to fill the vacancy declared in Section 1 above, the incumbent Board member of the respective seat, if any, shall remain in office.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 29th day of November, 2018.

ATTEST:

**MYRTLE CREEK IMPROVEMENT
DISTRICT**

Print Name: _____

Chairperson

MYRTLE CREEK IMPROVEMENT DISTRICT

Interlocal Agreement

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Tucker F. Mackie
Hopping, Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “**Agreement**”) is made and entered into as of the 29th day of November, 2018, by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida (the “**School Board**”) and the **MYRTLE CREEK IMPROVEMENT DISTRICT**, a community development district, organized and existing under the laws of the State of Florida (the “**District**”).

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969” authorizes local government units to enter into Interlocal Agreements for the mutual benefit of governmental units;

WHEREAS, Section 190.011, Florida Statutes, authorizes community development districts to impose and levy ad valorem taxes and special assessments, and to charge, collect, and enforce fees and other user charges, all as provided by the Uniform Community Development District Act of 1980 (the “**Act**”);

WHEREAS, the District was established by the City of Orlando by the adoption of Ordinance No. 011126705 effective on November 26, 2001 (the “**Establishment Ordinance**”), and its boundaries were subsequently modified by City Ordinance No. 030224702 effective on February 24, 2003, and City Ordinance No. 0602131002 effective February 13, 2006 (together, the “**Modification Ordinances**”, which together with the Establishment Ordinance, the “**Ordinance**”), pursuant to Chapter 190, Florida Statutes;

WHEREAS, the School Board, as contract purchaser, and Lake Nona Land Company, LLC, a Florida limited liability company (“**Lake Nona**”), as contract seller, have entered into that certain Real Estate Purchase Agreement (the “**Purchase Agreement**”) pursuant to which the School Board has agreed to purchase and the Seller has agreed to sell an approximately eighteen (18) acre site located within the boundaries of the District, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**School Site**”);

WHEREAS, the School Board is acquiring the School Site for the purpose of building and operating an educational facility to accommodate new growth and development;

WHEREAS, the closing of the Purchase Agreement between School Board and Lake Nona is contingent on District executing this Agreement assuring the School Board shall not be liable

for or subject to any District tax, assessment, costs, charges or fees charged to it as owner of the School Site;

WHEREAS, the School Board desires to enter into this Agreement with the District in order to assure that School Board shall not be liable for or subject to past, present or future District taxes, assessments, costs, charges or fees charged as to it as owner of the School Site, and has determined that it shall serve the public interest to enter into this Agreement; and

WHEREAS, the District has determined that entering into this Agreement is in its best interests to provide educational facilities for the residents and landowners in the District.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth the parties agree as follows:

1. **Recitals.** The foregoing recitals above are true and correct, and are incorporated herein by reference.
2. **Purpose.** The purpose of the Agreement is to facilitate the transfer of the School Site from Lake Nona to the School Board.
3. **Educational Facility.** The School Board has determined that an educational facility is needed on the School Site within the District. The School Board has included the funding for the design and construction of the educational facility to be located on the School Site within its 10-year work plan.
4. **Release of Liens.** The School Site was previously released from the special assessment lien which secured, in part, the District's Myrtle Creek Improvement District (City of Orlando, Florida) Special Assessment Revenue Refunding Bonds, Series 2016A (the "**Release**"). A copy of the Release is attached as **Exhibit "B"** hereto.
5. **Future Assessment by District Prohibited without Express School Board Consent.** The District hereby recognizes that under Florida Law, public schools are exempt from the payment of the District's special assessments absent consent of the school board. The District herein acknowledges that the School Board has not consented to the imposition, charge, or levy of special assessments by the District against or on the School Site. Accordingly, in accordance with Florida Law, the District will not in the future impose, charge, levy or collect any ad valorem assessments, non-ad valorem assessments (including, but not limited to, for capital improvements, administration, operations or maintenance), or fees against, on or from the School Site or the School Board in connection with the School Site (for so long as the School Site is owned or occupied by the School Board and operated for educational purposes as a public school, or as a charter school under Chapter 1002, Florida Statutes, or for ancillary related school purposes in support of any public school or operations of Orange County Public Schools (such as, by way of example and not limitation, portables and parking of school buses and equipment to support the public school constructed on the School Site or an administration facility supporting Orange County Public Schools) without the express written consent of the School Board.
6. **Term.** This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by the written agreement of the parties hereto.

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

For School Board:

The School Board of Orange County, Florida
445 West Amelia Street
Orlando, Florida 32801
Attn: General Counsel
Telephone: (407) 317-3411
Telecopy: (407) 317-3341

With copies to:

Orange County Public Schools
6501 Magic Way, Building 200
Orlando, FL 32809
Attn: Harold E. Jenkins, Director of Real Estate
Telephone: (407) 317-3700 (ext. 2025108)
Telecopy: (407) 317-3792

and

Laura L. Kelly
Orange County Public Schools
6501 Magic Way, Building 200
Orlando, FL 32809
Telephone: (407) 317-3700 (ext. 2025906)
Telecopy: (407) 317-3792

For District:

Myrtle Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager
Telephone: (407) 382-3256
Telecopy: (407) 382-3254

With copies to:

Hopping Green & Sams P.A.
P.O. Box 6526
Tallahassee, Florida 32314
Attn: Tucker F. Mackie
Telephone: (850) 222-7500
Telecopy: (850) 521-2717

8. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Time is of the essence of this Agreement.

9. **Amendments.** It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the School Board and the District.

11. **Section Headings.** The headings inserted at the beginning of each section of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each section.

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

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

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each party hereto consents to venue exclusively in the Circuit Court in and for Orange County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

15. **Interpretation.** Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

16. **Recording.** It is agreed that this Agreement shall be recorded and filed with the Clerk of the Circuit Court of Orange County as required by Section 163.01(11), Florida Statutes.

[Reminder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2018.

“SCHOOL BOARD”

WITNESSES:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

Print Name: _____

By: _____
Barbara M. Jenkins, as its Secretary
and its Superintendent

Print Name: _____

Date: a ___ day of a ___ a, 2018

Print Name: _____

By: a ___ a ___ a ___
William E. Sublette, as its Chairman

Print Name: _____

Date: ___ day of _____, 2018

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this ___ a day of _____, 2018, for its exclusive use and reliance.

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this ___ a day of _____, 2018.

By: a ___ a ___
Laura L. Kelly, Esquire

By: a ___ a ___ a ___ a ___
John T. Morris, Chief Facilities Officer

“DISTRICT”

**MYRTLE CREEK IMPROVEMENT
DISTRICT**, a Florida community
development district

ATTEST:

By: _____

Name: _____
Secretary/Asst. Secretary

By: _____

_____, Chairman

Date: _____ a _____ a _____, 2018

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____ a a a _____, 2018, by _____ a a a _____, as the Chairman of the Myrtle Creek Improvement District, on behalf of the District. Said person is personally known to me or have produced _____ a a a a a a a _____ (type of identification) as identification and did (did not) take an oath.

Notary Public

(Notary Seal)

Print or Type Name

Serial Number:

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

MYRTLE CREEK IMPROVEMENT DISTRICT

DESCRIPTION:

That part of Sections 13 and 24, Township 24 South, Range 30 East, and Sections 18 and 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of said Section 24; thence run N 00°14'36" E along the West line of the Southwest 1/4 of said Section 24 for a distance of 957.96 feet to the Northerly line of an Orlando Utilities Commission Railroad right-of-way, said right-of-way as recorded in Official Records Book 3494, Page 2564, of the Public Records of Orange County, Florida; thence run N 66°42'21" E along said Northerly right-of-way line for a distance of 1836.30 feet to the POINT OF BEGINNING; thence run N 42°16'50" W for a distance of 1149.90 feet to the point of curvature of a curve concave Easterly having a radius of 600.00 feet; thence run Northerly along the arc of said curve through a central angle of 51°39'18" for a distance of 540.93 feet to the point of tangency; thence run N 09°22'28" E for a distance of 201.33 feet to the point of curvature of a curve concave Westerly having a radius of 600.00 feet; thence run Northerly along the arc of said curve through a central angle of 44°40'56" for a distance of 467.91 feet to the point of tangency; thence run N 35°18'28" W for a distance of 521.86 feet; thence run S 85°42'44" W for a distance of 195.12 feet; thence run N 04°17'16" W for a distance of 474.60 feet to the point of curvature of a curve concave Easterly having a radius of 1400.00 feet; thence run Northerly along the arc of said curve through a central angle of 32°46'26" for a distance of 800.82 feet to a point of non-tangency; thence run N 61°30'50" W along a radial line for a distance of 100.00 feet to a non-tangent curve concave Southeasterly having a radius of 1500.00 feet and a chord bearing of N 31°32'50" E; thence run Northeasterly along the arc of said curve through a central angle of 06°07'20" for a distance of 160.28 feet to the point of tangency; thence run N 34°36'30" E for a distance of 1145.66 feet; thence run N 13°42'24" E for a distance of 308.44 feet; thence run N 05°57'35" W for a distance of 108.97 feet; thence run N 07°59'37" E for a distance of 272.30 feet; thence run N 16°25'12" E for a distance of 64.52 feet; thence run N 09°20'03" W for a distance of 283.01 feet; thence run N 00°52'05" W for a distance of 66.62 feet; thence run N 89°07'55" E for a distance of 100.00 feet; thence run S 63°43'16" E for a distance of 68.70 feet; thence run S 85°52'24" E for a distance of 126.87 feet; thence run N 76°34'53" E for a distance of 140.62 feet; thence run N 23°17'41" E for a distance of 208.11 feet; thence run S 77°45'42" E for a distance of 83.01 feet; thence run N 69°57'00" E for a distance of 83.78 feet; thence run N 40°19'31" E for a distance of 82.70 feet; thence run N 21°10'10" E for a distance of 107.16 feet; thence run N 37°33'26" W for a distance of 85.81 feet; thence run N 15°19'31" W for a distance of 118.94 feet; thence run N 49°21'26" E for a distance of 61.42 feet; thence run N 07°05'52" E for a distance of 470.90 feet; thence run N 48°26'56" E for a distance of 185.13 feet; thence run N 80°08'14" E for a distance of 260.44 feet; thence run N 76°21'00" E for a distance of 196.10 feet; thence run S 18°17'41" E for a distance of 153.20 feet; thence run S 48°14'24" E for a distance of 179.97 feet; thence run S 08°32'56" W for a distance of 112.31 feet; thence run N 89°03'22" E for a distance of 196.53 feet; thence run N 29°35'53" E for a distance of 208.82 feet; thence run N 18°52'18" W for a distance of 282.10 feet; thence run N 22°34'45" E for a distance of 103.82 feet; thence run N 32°59'02" E for a distance of 136.98 feet; thence run N 67°20'56" E for a distance of 245.55 feet; thence run N 66°35'55" E for a distance of 267.13 feet; thence run N 45°09'09" E for a distance of 322.44 feet; thence run N 59°45'04" E for a distance of 110.34 feet; thence run S 37°47'37" E for a distance of 199.12 feet; thence run N 52°44'33" E for a distance of 87.86 feet; thence run S 56°25'40" E for a distance of 158.04 feet; thence run S 25°22'11" E for a distance of 131.37 feet; thence run S 15°11'34" E for a distance of 136.43 feet; thence run S 17°34'26" E for a distance of 113.52 feet; thence run S 08°00'57" W for a distance of 195.23 feet; thence run S 10°39'19" E for a

distance of 208.48 feet; thence run S 25°45'07" E for a distance of 210.68 feet; thence run S 46°03'38" E for a distance of 174.46 feet; thence run S 23°45'41" E for a distance of 156.98 feet; thence run S 15°24'46" W for a distance of 310.18 feet; thence run S 55°37'11" W for a distance of 201.42 feet; thence run S 75°35'20" W for a distance of 301.30 feet; thence run S 41°52'31" W for a distance of 165.06 feet; thence run S 27°56'21" W for a distance of 173.02 feet; thence run S 23°04'49" W for a distance of 222.20 feet; thence run S 09°13'23" W for a distance of 144.14 feet; thence run S 73°00'00" E for a distance of 946.71 feet to the point of curvature of a curve concave Northerly having a radius of 900.00 feet; thence run Easterly along the arc of said curve through a central angle of 33°11'24" for a distance of 521.35 feet to a point of non-tangency; thence run N 33°47'24" E for a distance of 148.39 feet; thence run N 01°32'08" W for a distance of 118.67 feet; thence run N 32°24'05" W for a distance of 110.01 feet; thence run N 76°27'30" W for a distance of 141.42 feet; thence run N 66°15'37" W for a distance of 151.05 feet; thence run S 66°27'31" W for a distance of 134.71 feet; thence run N 60°47'50" W for a distance of 75.83 feet; thence run N 40°59'31" W for a distance of 88.96 feet; thence run S 78°19'14" W for a distance of 103.43 feet; thence run N 34°41'43" W for a distance of 164.98 feet; thence run N 26°56'14" E for a distance of 162.99 feet; thence run N 65°36'49" E for a distance of 170.35 feet; thence run N 46°36'00" E for a distance of 266.95 feet; thence run S 59°58'09" E for a distance of 80.59 feet; thence run N 86°20'25" E for a distance of 384.77 feet; thence run S 84°25'35" E for a distance of 183.78 feet; thence run S 55°24'23" E for a distance of 123.39 feet; thence run S 59°03'56" E for a distance of 151.03 feet; thence run S 31°28'41" E for a distance of 133.96 feet; thence run S 26°29'29" E for a distance of 180.12 feet; thence run S 36°43'51" E for a distance of 87.02 feet; thence run S 72°23'19" E for a distance of 119.51 feet; thence run S 63°42'37" E for a distance of 119.51 feet; thence run S 20°27'44" W along a radial line for a distance of 25.98 feet to a point on a non-tangent curve concave Southwesterly having a radius of 600.00 feet and a chord bearing of S 59°37'45" E; thence run Southeasterly along the arc of said curve through a central angle of 19°49'02" for a distance of 207.53 feet to the point of tangency; thence run S 49°43'14" E for a distance of 473.67 feet; thence run S 84°42'40" E for a distance of 222.40 feet; thence run S 79°17'54" E for a distance of 189.90 feet; thence run S 87°25'32" E for a distance of 115.06 feet; thence run N 36°37'55" E for a distance of 194.27 feet; thence run N 53°42'26" E for a distance of 118.76 feet; thence run N 37°32'09" E for a distance of 233.11 feet; thence run N 56°13'17" E for a distance of 159.67 feet; thence run S 56°17'03" E for a distance of 56.03 feet; thence run N 38°13'49" E for a distance of 160.99 feet; thence run N 36°37'05" W for a distance of 32.81 feet; thence run N 14°38'45" E for a distance of 251.35 feet; thence run N 27°05'02" E for a distance of 76.44 feet; thence run N 51°32'47" E for a distance of 53.67 feet; thence run N 33°15'35" E for a distance of 89.25 feet; thence run N 01°12'58" W for a distance of 251.19 feet; thence run N 21°15'31" E for a distance of 84.28 feet; thence run N 41°59'40" E for a distance of 110.93 feet; thence run N 07°18'52" E for a distance of 85.01 feet; thence run N 00°20'47" W for a distance of 75.47 feet; thence run N 08°44'56" W for a distance of 145.99 feet; thence run N 12°58'09" E for a distance of 210.50 feet; thence run N 17°18'23" W for a distance of 104.75 feet; thence run N 52°34'34" W for a distance of 77.47 feet; thence run N 15°06'19" W for a distance of 142.65 feet; thence run N 35°47'51" E for a distance of 155.56 feet; thence run N 67°11'48" E for a distance of 486.96 feet; thence run N 57°03'43" E for a distance of 207.82 feet; thence run N 31°23'44" E for a distance of 151.49 feet; thence run N 18°02'10" E for a distance of 164.87 feet; thence run N 00°21'14" W for a distance of 191.43 feet; thence run N 10°25'09" W for a distance of 195.97 feet; thence run N 02°58'38" E for a distance of 136.88 feet; thence run N 73°43'15" E for a distance of 108.12 feet; thence run S 68°37'41" E for a distance of 272.48 feet; thence run N 87°14'23" E for a distance of 186.26 feet; thence run N 73°27'32" E for a distance of 185.70 feet; thence run S 89°24'11" E for a distance of 56.35 feet; thence run S 00°24'24" E for a distance of 1081.83 feet to a non-tangent curve concave Northwesterly having a radius of 900.00 feet and a chord bearing of N 19°52'35" E; thence run Northeasterly along

the arc of said curve through a central angle of 05°20'56" for a distance of 84.02 feet to the point of tangency; thence run N 17°12'07" E for a distance of 254.45 feet to the point of curvature of a curve concave Southeasterly having a radius of 500.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 70°50'30" for a distance of 618.21 feet to the point of tangency; thence run N 88°02'37" E for a distance of 279.48 feet to the point of curvature of a curve concave Northwesterly having a radius of 50.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 81°09'14" for a distance of 70.82 feet to a point of cusp and to the Westerly right-of-way line of the Eastern Beltway, recorded in Official Records Book 4275, Page 2484, of said Public Records; thence run S 06°53'23" W along said Westerly right-of-way line for a distance of 202.41 feet to the point of cusp of a curve concave Southwesterly having a radius of 50.00 feet and a chord bearing of N 42°32'00" W; thence, departing said Westerly right-of-way line, run Northwesterly along the arc of said curve through a central angle of 98°50'46" for a distance of 86.26 feet to the point of tangency; thence run S 88°02'37" W for a distance of 248.35 feet to the point of curvature of a curve concave Southeasterly having a radius of 400.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 70°50'30" for a distance of 494.57 feet to the point of tangency; thence run S 17°12'07" W for a distance of 254.45 feet to the point of curvature of a curve concave Northwesterly having a radius of 1000.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 25°01'30" for a distance of 436.77 feet to the Northwesterly right-of-way line of an Orlando Utilities Commission right-of-way as described in Official Records Book 3491, Page 539, of said Public Records, and to the point of reverse curvature of a curve concave Southeasterly having a radius of 2000.00 feet; thence run Southwesterly along said Northwesterly right-of-way line and the arc of said curve through a central angle of 06°07'06" for a distance of 213.57 feet to the point of tangency; thence run S 36°06'30" W along said Northwesterly right-of-way line for a distance of 5507.14 feet; thence, departing said Northwesterly right-of-way line, run N 49°15'29" W for a distance of 192.54 feet; thence run N 69°40'26" W for a distance of 255.92 feet; thence run N 41°28'20" W for a distance of 141.24 feet; thence run N 62°58'09" W for a distance of 135.28 feet; thence run N 70°35'19" W for a distance of 216.06 feet; thence run S 83°55'51" W for a distance of 194.02 feet; thence run N 71°07'46" W for a distance of 134.22 feet; thence run N 62°38'01" W for a distance of 542.65 feet; thence run S 87°28'53" W for a distance of 460.64 feet; thence run S 57°08'58" W for a distance of 220.38 feet; thence run S 45°18'12" W for a distance of 198.91 feet; thence run S 25°52'37" W for a distance of 497.37 feet; thence run S 02°51'45" W for a distance of 153.09 feet; thence run S 11°18'36" E for a distance of 124.89 feet; thence run S 03°46'35" W for a distance of 152.57 feet; thence run S 13°04'37" E for a distance of 83.30 feet; thence run S 02°09'32" E for a distance of 130.98 feet; thence run S 24°11'36" E for a distance of 144.66 feet; thence run S 15°01'19" E for a distance of 207.79 feet; thence run S 10°45'15" W for a distance of 729.31 feet to the aforesaid Northerly right-of-way line of an Orlando Utilities Commission right-of-way described in Official Records Book 3494, Page 2564; thence run S 66°42'21" W along said Northerly right-of-way line for a distance of 1887.67 feet to the POINT OF BEGINNING.

Containing 731.836 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT "B"

RELEASE

[See Attached 4 Pages]

State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARATHA O. HAYNIE, COUNTY COMPTROLLER

By: *Maratha O. Haynie*
County Comptroller

Date: 9/14/16



This space reserved for use by the Clerk of
the Circuit Court

This Instrument Prepared by
and return to:

Tucker F. Mackie
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

DOCH 20160485621
09/14/2016 03:43:58 PM Page 1 of 4
Rec Fee: \$35.50
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To2 HOPPING GREEN & SAMS P A



ACKNOWLEDGMENT AND NOTICE OF PARTIAL RELEASE OF LIEN AND SATISFACTION OF OBLIGATION FOR CAPITAL IMPROVEMENT SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that before me, the undersigned authority, personally appeared Henry H. Fishkind, who, being duly sworn, states that he is the District Manager of the lienor herein, the Myrtle Creek Improvement District, a local unit of special purpose government (the "District"), whose address is 12051 Corporate Boulevard, Orlando, Florida 32817, and that the District, in acknowledgment of its receipt of \$6,012,343.59 hereby releases, the lien and obligations imposed by the District for the funding of the District's \$33,500,000 capital improvement program (as described in the *Engineer's Report for Capital Improvements for Infrastructure* for the Myrtle Creek Improvement District dated October 10, 2005 and revised February 20, 2006, and June 19, 2006¹) (the "Master CIP") on approximately 332.43 acres, contained within the following described property in Orange County, Florida (the "Property"), to-wit:

PARCEL ID NO. 13-24-30-0000-00-002

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO,
FL 32827

DESCRIPTION: BEG NE COR OF TRACT C LAKE NONA BLVD 63/138 N 9 DEG E 46.26 FT N 23
DEG E 22.5 FT N 27 DEG E 173.02 FT N 41 DEG E 165.06 FT N 75 DEG E 301.3 FT N 55 DEG E
201.42 FT N 15 DEG E 310.18 FT N 23 DEG W 156.98 FT N 46 DEG W 174.46 FT N 25 DEG W 210.68
FT N 10 DEG W 208.48 FT N 8 DEG E 195.23 FT N 17 DEG W 113.52 FT N 15 DEG W 136.43 FT N 25
DEG W 131.37 FT N 56 DEG W 158.04 FT S 52 DEG W 87.86 FT N 37 DEG W 199.12 FT S 59 DEG W

¹ The Engineer's Report was further supplemented by the 2016 Supplemental Engineer's Report for Capital Improvements for Infrastructure for the Myrtle Creek Improvement District dated May 25, 2016.

110.34 FT S 45 DEG W 322.44 FT S 66 DEG W 267.13 FT S 67 DEG W 245.55 FT S 32 DEG W 136.98 FT S 22 DEG W 103.82 FT S 18 DEG E 282.1 FT S 29 DEG W 208.82 FT W 196.53 FT N 8 DEG E 112.31 FT N 48 DEG W 179.97 FT N 18 DEG W 153.2 FT S 76 DEG W 196.1 FT S 80 DEG W 260.44 FT S 48 DEG W 185.13 FT S 7 DEG W 470.9 FT S 49 DEG W 61.42 FT S 15 DEG E 118.94 FT S 37 DEG E 85.81 FT S 21 DEG W 107.16 FT S 40 DEG W 82.7 FT S 69 DEG W 83.78 FT N 77 DEG W 83.01 FT S 23 DEG W 208.11 FT S 76 DEG W 140.62 FT N 85 DEG W 126.87 FT N 63 DEG W 68.7 FT W 100 FT S 66.62 FT S 9 DEG E 283.01 FT S 16 DEG W 64.52 FT S 7 DEG W 272.3 FT S 5-DEG E 108.97 FT S 13 DEG W 256.22 FT ELY ALONG NON-TANGENT CURVE/W RADIUS 870 DELTA 52-10-37 792.28 FT E 496.87 FT ELY ALONG CURVE/W RADIUS 580 DELTA 28-00-00 283.44 FT N 62 DEG E 244.46 FT ELY ALONG CURVE/W RADIUS 1120 DELTA 44-35-49 871.77 FT N 17 DEG E 2.69 FT NELY ALONG CURVE/W RADIUS 56 DELTA 65-45-01 64.26 FT N 17 DEG E 23.25 FT S 73 DEG E 54.53 FT TO POB & (LESS THAT PART PLATTED N/K/A WELLSPRING DRIVE 89/56) APPROXIMATELY 114.85 ACRES

PARCEL ID NO. 23-24-30-4935-01-000

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO, FL 32827
DESCRIPTION: LAKE NONA BOULEVARD 63/138 LOT 1
APPROXIMATELY 6.54 ACRES

PARCEL ID NO. 24-24-30-0000-00-003

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO, FL 32827
DESCRIPTION: THAT PART OF SECTIONS 13, 14, 23 & 24-24-30 KNOWN AS PART C OF BOGGY CREEK IMPROVEMENT DISTRICT (A COMMUNITY DEVELOPMENT DISTRICT) AS DESC IN OR 6865/2169 (LESS PT PLATTED IN LAKE NONA BLVD PB 63/138 & LESS THAT PART LYING SLY OF SAID PLATTED PT) & (LESS COMM AT THE EASTERNMOST COR OF TRACT A (LAKE NONA GATEWAY RD PRIVATE R/W) LAKE NONA BLVD 63/138 TH WLY 38.41 FT N59-42-45W 335.95 FT NWLY 125.76 FT TO POB CONT NWLY 240.01 FT N23-11-55E 160.17 FT N55-00-29E 42.11 FT N71-12-07E 80.79 FT S48-23-26E 239.44 FT S41-36-34W 281.52 FT POB) & (LESS TH PT DESC IN 8800/4934) & (LESS PT DESC IN 10741/8478) & (LESS PT DESC IN 10848/9366) & (LESS THAT PART PLATTED N/K/A WELLSPRING DRIVE 89/56) & (LESS COMM AT THE SW CORNER TRACT C LAKE NONA BOULEVARD PB 63/139 BEING A OT ON A CURVE CONCAVE SLY HAVING A RADIUS 1120 FT DELTA 44-35-49 CHORD BRG S84-17-35W AN ARC LENGTH 871.77 TH S61-59-40W 244.46 FT TO A POC CONCAVE NLY HAVING A RADIUS 580 FT CHORD BRG S75-59-40W DELTA 28-00-00 AN ARC LENGTH 283.44 FT TH S89-59-40W 496.87 FT TO A POC CONCAVE SLY HAVING A RADIUS 870 FT CHORD BRG S62-17-55W DELTA 55-23-30 AN ARC LENGTH 841.09 FT TH N70-11-31W 1874.06 FT FOR THE POB BEING A PT ON A CURVE CONCAVE ELY HAVING A RADIUS 900 FT CHORD BRG S11-43-10W DELTA 23-26-21 AN ARC LENGTH 368.18 FT TH S00E 4.27 FT TH N90W 240.29 FT TH N00E 393.82 FT TH N90E 177.37 FT TO A POC CONCAVE SLY HAVING A RADIUS 314 FT CHORD BRG S77-08-03E DELTA 25-43-53 AN ARC LENGTH 141.02 TH S64-16-07E 0.96 FT TO THE POB SEE DOC# 20160165596) APPROXIMATELY 154.71 ACRES

PARCEL ID NO. 24-24-30-0000-00-005

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO, FL 32827
DESCRIPTION: THAT PART OF SECTIONS 13, 14, 23, 24-24-30 KNOWN AS PART C OF BOGGY CREEK IMPROVEMENT DISTRICT (A COMMUNITY DEVELOPMENT DISTRICT) AS DESC IN OR 6865/2169 (LESS PT PLATTED IN LAKE NONA BLVD PB 63/138 & LESS THAT PART LYING NLY OF SAID PLATTED) & (LESS THAT PART DESC IN OR 8674/1474) & (LESS THAT PART DESC IN OR 10220/135) & (LESS THAT PART DESC IN OR 10270/8540) & (LESS PT PLATTED N/K/A LAKE NONA PARCEL 14 UT 1 PB77 PG93) APPROXIMATELY 18.32 ACRES

PARCEL ID NO. 18-24-31-0000-00-006

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO,
FL 32827

DESCRIPTION: COMM SE COR OF TRACT D LAKE NONA BLVD 63/138 RUN S 73 DEG E 949.45
FT ELY ALONG CURVE/W RADIUS 880 DELTA 34-46 533.98 FT FOR POB THENCE N 33 DEG E
116.77 FT N 1 DEG W 118.67 FT N 32 DEG W 110.01 FT N 76 DEG W 141.42 FT N 66 DEG W 151.05
FT S 66 DEG W 134.71 FT N 60 DEG W 75.83 FT N 40 DEG W 88.96 FT S 78 DEG W 103.43 FT N 34
DEG W 164.98 FT N 26 DEG E 162.99 FT N 65 DEG E 170.35 FT N 46 DEG E 266.95 FT S 59 DEGE
80.59 FT N 86 DEG E 384.77 FT S 84 DEG E 183.78 FT S 55 DEG E 123.39 FT S 59 DEG E 151.03 FT S
31 DEG E 133.96 FT S 26 DEG E 180.12 FT S 36 DEG E 87.02 FT S 72 DEG E 119.51 FT S 63 DEG E
119.51 FT S 20 DEG W 5.98 FT WLY ALONG NON-TANGENT CURVE/W RADIUS 620 DELTA 64-
45-45 700.8 FT WLY ALONG CURVE/W RADIUS 880 DELTA 26-32-01 407.52 FT TO POB IN SECS
13-24-30 & 18-24-31
APPROXIMATELY 18.19 ACRES

PARCEL ID NO. 18-24-31-4689-01-000

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO,
FL 32827

DESCRIPTION: LAKE NONA CENTRAL PARCEL 11A 62/73 LOT 1
APPROXIMATELY 8.42 ACRES

PARCEL ID NO. 24-24-30-4939-02-000

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO,
FL 32827

DESCRIPTION: LAKE NONA PARCEL 14 UNIT 1 77/93 LOT 2
APPROXIMATELY 11.31 ACRES

Accordingly and solely with respect to the Property described herein, the District hereby terminates, releases and discharges that certain Lien of Record of Myrtle Creek Improvement District recorded January 5, 2007 in Official Records Book 09051, Page 2275 of the Public Records of Orange County, Florida (the "Lien"), without impairing the operation and effect of the Lien of other real property which are not contained within the Property. Nothing herein shall relieve Lake Nona Land Company, LLC, or any subsequent landowner of the above-described Property from the obligation to pay the operations and maintenance assessments or assessments not related to the funding of the District's Master CIP levied by the District.

[signature contained on following page]

EXECUTED this 14th day of September, 2016.

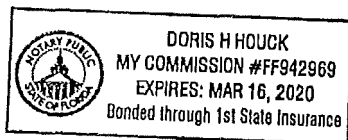
**MYRTLE CREEK IMPROVEMENT
DISTRICT**


By: 
Henry H. Fishkind, District Manager
Myrtle Creek Improvement District
c/o Fishkind & Associates, Inc.
12051 Corporate Blvd.,
Orlando, Florida 32817

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Henry H. Fishkind, District Manager of the Myrtle Creek Improvement District, a special-purpose unit of local government created pursuant to and governed by Chapter 190, *Florida Statutes*, organized under the laws of the State of Florida, and he acknowledged before me that he executed the foregoing as such in the name and on behalf of the Myrtle Creek Improvement District. He is personally known to me or has produced _____ e _____ as identification and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid this 14th day of September, 2016.




Print Name: DORIS H. Houck
Notary Public, State of Florida
Commission No.: FF942969
My Commission Expires: 3/16/20

MYRTLE CREEK IMPROVEMENT DISTRICT

**Resolution 2019-02,
Future Assessments on School Site**

RESOLUTION 2019-02

A RESOLUTION OF THE MYRTLE CREEK IMPROVEMENT DISTRICT PROVIDING FOR RELEASE OF LIENS; PROHIBITING FUTURE ASSESSMENTS ON THE SCHOOL SITE WITHOUT THE CONSENT OF THE SCHOOL BOARD; APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE SCHOOL BOARD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Board of Supervisors of the Myrtle Creek Improvement District (the “**District**”) previously determined to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “**Improvements**”) as described in the *Engineer’s Report for Capital Improvements for Infrastructure*, as revised; and

WHEREAS, to fund construction, installation and/or acquisition of the Improvements, the District issued its \$34,855,000 Myrtle Creek Improvement District Special Assessment Revenue Bonds, Series 2006A, as refunded by its Myrtle Creek Improvement District (City of Orlando, Florida) Special Assessment Revenue Refunding Bonds, Series 2016A (collectively, the “**Bonds**”); and

WHEREAS, the Bonds are primarily payable from and secured by special assessments levied on property specially benefited by construction, installation and/or acquisition of the Improvements (the “**Assessments**”); and

WHEREAS, the School Board of Orange County, Florida (“**School Board**”), as contract purchaser, and Lake Nona Land Company, LLC, a Florida limited liability company, as contract seller, have entered into that certain Real Estate Purchase Agreement pursuant to which the School Board has agreed to purchase and the Seller has agreed to sell an approximately eighteen (18) acre site located within the boundaries of the District, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**School Site**”);

WHEREAS, the School Board is acquiring the School Site for the purpose of building and operating an educational facility to accommodate new growth and development;

WHEREAS, the Assessments levied on the School Site were previously released by the District pursuant to that certain *Acknowledgement and Notice of Partial Release of Lien and Satisfaction of Obligation for Capital Improvement Special Assessments*, recorded in the Official Records of Orange County, Florida at Document No. 20160485621 (the “**Release**”); and

WHEREAS, Florida Law currently exempts public schools from payment of the District’s special assessments absent consent of the school board and no such consent is contemplated with respect to the School Site.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 190, *Florida Statutes*.

SECTION 2. RELEASE OF LIENS. The School Site was previously released from the special assessment lien which secured, in part, the District's Bonds (the "**Release**"). A copy of the Release is attached as **Exhibit B** hereto.

SECTION 3. FUTURE ASSESSMENT BY DISTRICT PROHIBITED WITHOUT EXPRESS SCHOOL BOARD CONSENT. The District hereby recognizes that under Florida Law, public schools are exempt from the payment of the District's special assessments absent consent of the school board. The District herein acknowledges that the School Board has not consented to the imposition, charge, or levy of special assessments by the District against or on the School Site. Accordingly, in accordance with Florida Law, the District will not in the future impose, charge, levy or collect any ad valorem assessments, non-ad valorem assessments (including, but not limited to, for capital improvements, administration, operations or maintenance), or fees against, on or from the School Site or the School Board in connection with the School Site (for so long as the School Site is owned or occupied by the School Board and operated for educational purposes as a public school, or as a charter school under Chapter 1002, *Florida Statutes*, or for ancillary related school purposes in support of any public school or operations of Orange County Public Schools (such as, by way of example and not limitation, portables and parking of school buses and equipment to support the public school constructed on the School Site or an administration facility supporting Orange County Public Schools) without the express written consent of the School Board.

SECTION 4. APPROVING THE INTERLOCAL AGREEMENT. The District hereby approves the form and substance of the Interlocal Agreement with the School Board and authorizes its execution by the Chairman, to be attested to by the District's Secretary or Assistant Secretary, and delivery on behalf of the District, attached hereto as **Exhibit C**.

SECTION 5. INTERPRETATION; CONFLICTS. This shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 6. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

[remainder of page left intentionally blank]

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED THIS 29TH DAY OF NOVEMBER, 2018.

MYRTLE CREEK IMPROVEMENT DISTRICT

Secretary

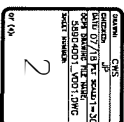
Chairperson

Exhibit A: The School Site

Exhibit B: Release

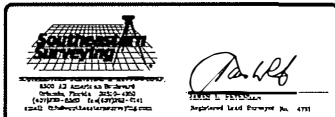
Exhibit C: Form of Interlocal Agreement

EXHIBIT A – SCHOOL SITE

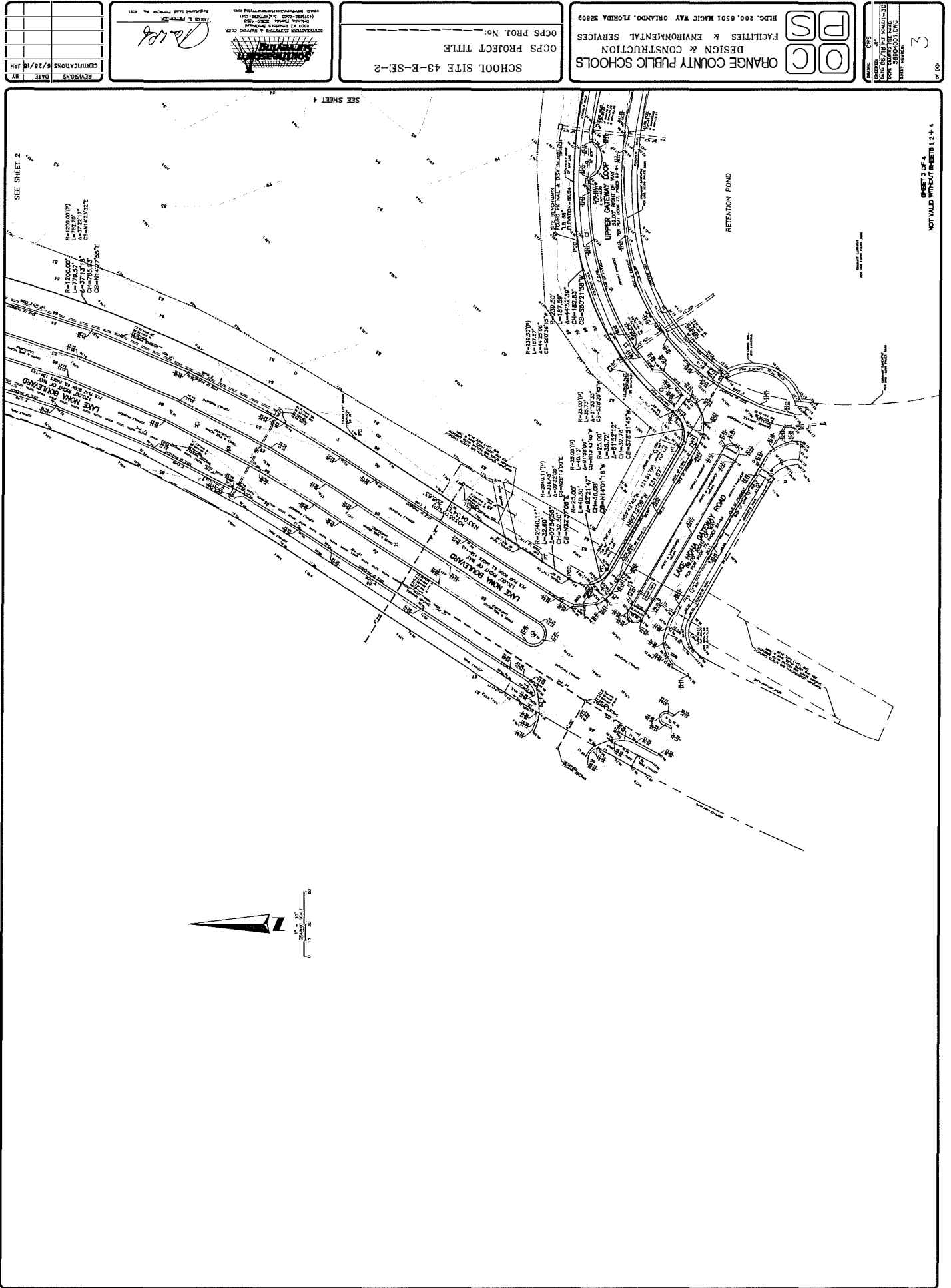


OC PS ORANGE COUNTY PUBLIC SCHOOLS
DESIGN & CONSTRUCTION
FACILITIES & ENVIRONMENTAL SERVICES
BIDG. 200, 6501 MAGIC WAY ORLANDO, FLORIDA 32809

SCHOOL SITE 43-E-SE-2
OCPS PROJECT TITLE
OCPS PROJ. No: _____



REVISIONS	DATE	BY
CERTIFICATIONS	6/28/18	JRH



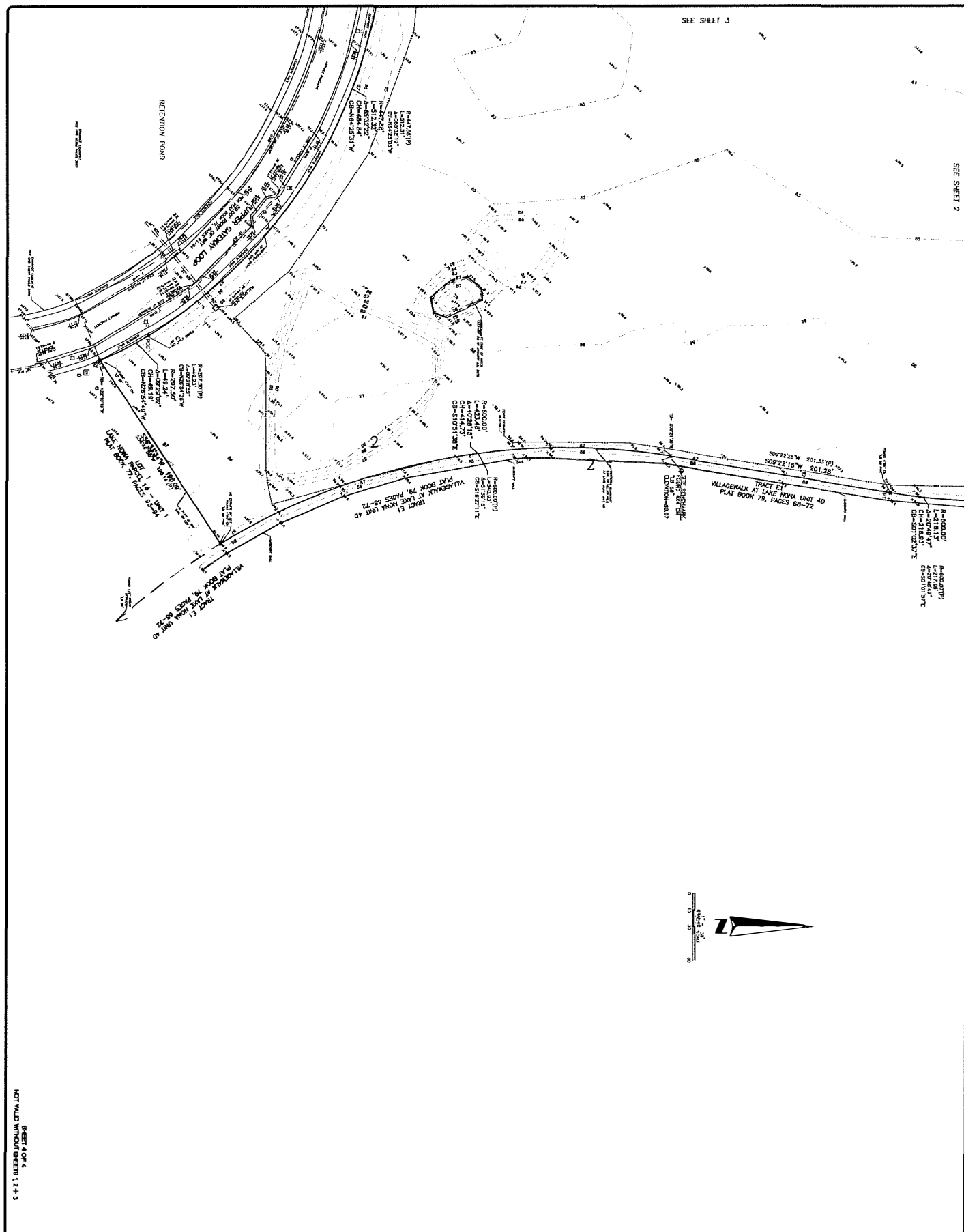
ORANGE COUNTY PUBLIC SCHOOLS
DESIGN & CONSTRUCTION
FACILITIES & ENVIRONMENTAL SERVICES

HDPG, 200, 6501 MAGIC WAY ORLANDO, FLORIDA 32809
OEPS PROJ. No.:
OEPS PROJECT TITLE
SCHOOL SITE 43-E-SE-2



DESIGNED BY: J. L. PETERSON
CHECKED BY: J. L. PETERSON
DATE: 6/28/18

REVISIONS	DATE	BY
1	6/28/18	JLP



**EXHIBIT B – RELEASE
SEE ATTACHED 4 PAGES**

State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER

By: Kenley Haynie
County Comptroller
9/14/16



This space reserved for use by the Clerk of
the Circuit Court

DOCH 20160485621
09/14/2016 03:43:58 PM Page 1 of 4
Rec Fee: \$35.50
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: HOPPING GREEN & SAMS P A



This Instrument Prepared by
and return to:

Tucker F. Mackie
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

ACKNOWLEDGMENT AND NOTICE OF PARTIAL RELEASE OF LIEN AND SATISFACTION OF OBLIGATION FOR CAPITAL IMPROVEMENT SPECIAL ASSESSMENTS

PLEASE TAKE NOTICE that before me, the undersigned authority, personally appeared Henry H. Fishkind, who, being duly sworn, states that he is the District Manager of the lienor herein, the Myrtle Creek Improvement District, a local unit of special purpose government (the "District"), whose address is 12051 Corporate Boulevard, Orlando, Florida 32817, and that the District, in acknowledgment of its receipt of \$6,012,343.59 hereby releases, the lien and obligations imposed by the District for the funding of the District's \$33,500,000 capital improvement program (as described in the *Engineer's Report for Capital Improvements for Infrastructure* for the Myrtle Creek Improvement District dated October 10, 2005 and revised February 20, 2006, and June 19, 2006¹) (the "Master CIP") on approximately 332.43 acres, contained within the following described property in Orange County, Florida (the "Property"), to-wit:

PARCEL ID NO. 13-24-30-0000-00-002

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO,
FL 32827

DESCRIPTION: BEG NE COR OF TRACT CLAKE NONA BLVD 63/138 N 9 DEG E 46.26 FT N 23
DEG E 22.5 FT N 27 DEG E 173.02 FT N 41 DEG E 165.06 FT N 75 DEG E 301.3 FT N 55 DEG E
201.42 FT N 15 DEG E 310.18 FT N 23 DEG W 156.98 FT N 46 DEG W 174.46 FT N 25 DEG W 210.68
FT N 10 DEG W 208.48 FT N 8 DEG E 195.23 FT N 17 DEG W 113.52 FT N 15 DEG W 136.43 FT N 25
DEG W 131.37 FT N 56 DEG W 158.04 FT S 52 DEG W 87.86 FT N 37 DEG W 199.12 FT S 59 DEG W

¹ The Engineer's Report was further supplemented by the 2016 Supplemental Engineer's Report for Capital Improvements for Infrastructure for the Myrtle Creek Improvement District dated May 25, 2016.

110.34 FT S 45 DEG W 322.44 FT S 66 DEG W 267.13 FT S 67 DEG W 245.55 FT S 32 DEG W 136.98 FT S 22 DEG W 103.82 FT S 18 DEG E 282.1 FT S 29 DEG W 208.82 FT W 196.53 FT N 8 DEG E 112.31 FT N 48 DEG W 179.97 FT N 18 DEG W 153.2 FT S 76 DEG W 196.1 FT S 80 DEG W 260.44 FT S 48 DEG W 185.13 FT S 7 DEG W 470.9 FT S 49 DEG W 61.42 FT S 15 DEG E 118.94 FT S 37 DEG E 85.81 FT S 21 DEG W 107.16 FT S 40 DEG W 82.7 FT S 69 DEG W 83.78 FT N 77 DEG W 83.01 FT S 23 DEG W 208.11 FT S 76 DEG W 140.62 FT N 85 DEG W 126.87 FT N 63 DEG W 68.7 FT W 100 FT S 66.62 FT S 9 DEG E 283.01 FT S 16 DEG W 64.52 FT S 7 DEG W 272.3 FT S 5-DEG E 108.97 FT S 13 DEG W 256.22 FT ELY ALONG NON-TANGENT CURVE/W RADIUS 870 DELTA 52-10-37 792.28 FT E 496.87 FT ELY ALONG CURVE/W RADIUS 580 DELTA 28-00-00 283.44 FT N 62 DEG E 244.46 FT ELY ALONG CURVE/W RADIUS 1120 DELTA 44-35-49 871.77 FT N 17 DEG E 2.69 FT NELY ALONG CURVE/W RADIUS 56 DELTA 65-45-01 64.26 FT N 17 DEG E 23.25 FT S 73 DEG E 54.53 FT TO POB & (LESS THAT PART PLATTED N/K/A WELLSRING DRIVE 89/56) APPROXIMATELY 114.85 ACRES

PARCEL ID NO. 13-24-30-4935-01-000

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO, FL 32827
DESCRIPTION: LAKE NONA BOULEVARD 63/138 LOT 1
APPROXIMATELY 6.54 ACRES

PARCEL ID NO. 24-24-30-0000-00-003

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO, FL 32827
DESCRIPTION: THAT PART OF SECTIONS 13, 14, 23 & 24-24-30 KNOWN AS PART C OF BOGGY CREEK IMPROVEMENT DISTRICT (A COMMUNITY DEVELOPMENT DISTRICT) AS DESC IN OR 6865/2169 (LESS PT PLATTED IN LAKE NONA BLVD PB 63/138 & LESS THAT PART LYING SLY OF SAID PLATTED PT) & (LESS COMM AT THE EASTERNMOST COR OF TRACT A (LAKE NONA GATEWAY RD PRIVATE R/W) LAKE NONA BLVD 63/138 TH WLY 38.41 FT N59-42-45W 335.95 FT NWLY 125.76 FT TO POB CONT NWLY 240.01 FT N23-11-55E 160.17 FT N55-00-29E 42.11 FT N71-12-07E 80.79 FT S48-23-26E 239.44 FT S41-36-34W 281.52 FT POB) & (LESS TH PT DESC IN 8800/4934) & (LESS PT DESC IN 10741/8478) & (LESS PT DESC IN 10848/9366) & (LESS THAT PART PLATTED N/K/A WELLSRING DRIVE 89/56) & (LESS COMM AT THE SW CORNER TRACT C LAKE NONA BOULEVARD PB 63/139 BEING A OT ON A CURVE CONCAVE SLY HAVING A RADIUS 1120 FT DELTA 44-35-49 CHORD BRG S84-17-35W AN ARC LENGTH 871.77 TH S61-59-40W 244.46 FT TO A POC CONCAVE NLY HAVING A RADIUS 580 FT CHORD BRG S75-59-40W DELTA 28-00-00 AN ARC LENGTH 283.44 FT TH S89-59-40W 496.87 FT TO A POC CONCAVE SELY HAVING A RADIUS 870 FT CHORD BRG S62-17-55W DELTA 55-23-30 AN ARC LENGTH 841.09 FT TH N70-11-31W 1874.06 FT FOR THE POB BEING A PT ON A CURVE CONCAVE ELY HAVING A RADIUS 900 FT CHORD BRG S11-43-10W DELTA 23-26-21 AN ARC LENGTH 368.18 FT TH S00E 4.27 FT TH N90W 240.29 FT TH N00E 393.82 FT TH N90E 177.37 FT TO A POC CONCAVE SLY HAVING A RADIUS 314 FT CHORD BRG S77-08-03E DELTA 25-43-53 AN ARC LENGTH 141.02 TH S64-16-07E 0.96 FT TO THE POB SEE DOC# 20160165596) APPROXIMATELY 154.71 ACRES

PARCEL ID NO. 24-24-30-0000-00-005

OWNER: LAKE NONA LAND COMPANY, LLC
OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO, FL 32827
DESCRIPTION: THAT PART OF SECTIONS 13, 14, 23, 24-24-30 KNOWN AS PART C OF BOGGY CREEK IMPROVEMENT DISTRICT (A COMMUNITY DEVELOPMENT DISTRICT) AS DESC IN OR 6865/2169 (LESS PT PLATTED IN LAKE NONA BLVD PB 63/138 & LESS THAT PART LYING NLY OF SAID PLATTED) & (LESS THAT PART DESC IN OR 8674/1474) & (LESS THAT PART DESC IN OR 10220/135) & (LESS THAT PART DESC IN OR 10270/8540) & (LESS PT PLATTED N/K/A LAKE NONA PARCEL 14 UT 1 PB77 PG93) APPROXIMATELY 18.32 ACRES

PARCEL ID NO. 18-24-31-0000-00-006

OWNER: LAKE NONA LAND COMPANY, LLC

OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO,
FL 32827

DESCRIPTION: COMM SE COR OF TRACT D LAKE NONA BLVD 63/138 RUN S 73 DEG E 949.45
FT ELY ALONG CURVE/W RADIUS 880 DELTA 34-46 533.98 FT FOR POB THENCE N 33 DEG E
116.77 FT N 1 DEG W 118.67 FT N 32 DEG W 110.01 FT N 76 DEG W 141.42 FT N 66 DEG W 151.05
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80.59 FT N 86 DEG E 384.77 FT S 84 DEG E 183.78 FT S 55 DEG E 123.39 FT S 59 DEG E 151.03 FT S
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119.51 FT S 20 DEG W 5.98 FT WLY ALONG NON-TANGENT CURVE/W RADIUS 620 DELTA 64-
45-45 700.8 FT WLY ALONG CURVE/W RADIUS 880 DELTA 26-32-01 407.52 FT TO POB IN SECS
13-24-30 & 18-24-31
APPROXIMATELY 18.19 ACRES

PARCEL ID NO. 28-24-31-4689-01-000

OWNER: LAKE NONA LAND COMPANY, LLC

OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO,
FL 32827

DESCRIPTION: LAKE NONA CENTRAL PARCEL 11A 62/73 LOT 1
APPROXIMATELY 8.42 ACRES

PARCEL ID NO. 24-24-30-4939-02-000

OWNER: LAKE NONA LAND COMPANY, LLC

OWNER'S MAILING ADDRESS: 6900 TAVISTOCK LAKES BLVD., SUITE 200, ORLANDO,
FL 32827

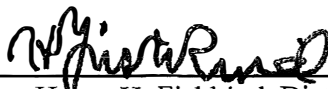
DESCRIPTION: LAKE NONA PARCEL 14 UNIT 1 77/93 LOT 2
APPROXIMATELY 11.31 ACRES

Accordingly and solely with respect to the Property described herein, the District hereby terminates, releases and discharges that certain Lien of Record of Myrtle Creek Improvement District recorded January 5, 2007 in Official Records Book 09051, Page 2275 of the Public Records of Orange County, Florida (the "Lien"), without impairing the operation and effect of the Lien of other real property which are not contained within the Property. Nothing herein shall relieve Lake Nona Land Company, LLC, or any subsequent landowner of the above-described Property from the obligation to pay the operations and maintenance assessments or assessments not related to the funding of the District's Master CIP levied by the District.

[signature contained on following page]

EXECUTED this 14th day of September, 2016.

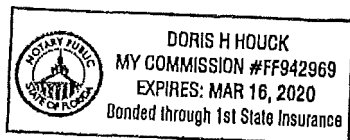
**MYRTLE CREEK IMPROVEMENT
DISTRICT**

By: 
Henry H. Fishkind, District Manager
Myrtle Creek Improvement District
c/o Fishkind & Associates, Inc.
12051 Corporate Blvd.,
Orlando, Florida 32817

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Henry H. Fishkind, District Manager of the Myrtle Creek Improvement District, a special-purpose unit of local government created pursuant to and governed by Chapter 190, *Florida Statutes*, organized under the laws of the State of Florida, and he acknowledged before me that he executed the foregoing as such in the name and on behalf of the Myrtle Creek Improvement District. He is personally known to me or has produced _____ a _____ as identification and did not take an oath.

WITNESS my hand and official seal in the State and County aforesaid this 14th day of September, 2016.





Print Name: DORIS H. Houck
Notary Public, State of Florida
Commission No.: FF942969
My Commission Expires: 3/16/20

EXHIBIT C – FORM OF INTERLOCAL AGREEMENT

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Tucker F. Mackie
Hopping, Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “**Agreement**”) is made and entered into as of the 29th day of November, 2018, by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida (the “**School Board**”) and the **MYRTLE CREEK IMPROVEMENT DISTRICT**, a community development district, organized and existing under the laws of the State of Florida (the “**District**”).

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969” authorizes local government units to enter into Interlocal Agreements for the mutual benefit of governmental units;

WHEREAS, Section 190.011, Florida Statutes, authorizes community development districts to impose and levy ad valorem taxes and special assessments, and to charge, collect, and enforce fees and other user charges, all as provided by the Uniform Community Development District Act of 1980 (the “**Act**”);

WHEREAS, the District was established by the City of Orlando by the adoption of Ordinance No. 011126705 effective on November 26, 2001 (the “**Establishment Ordinance**”), and its boundaries were subsequently modified by City Ordinance No. 030224702 effective on February 24, 2003, and City Ordinance No. 0602131002 effective February 13, 2006 (together, the “**Modification Ordinances**”, which together with the Establishment Ordinance, the “**Ordinance**”), pursuant to Chapter 190, Florida Statutes;

WHEREAS, the School Board, as contract purchaser, and Lake Nona Land Company, LLC, a Florida limited liability company (“**Lake Nona**”), as contract seller, have entered into that certain Real Estate Purchase Agreement (the “**Purchase Agreement**”) pursuant to which the School Board has agreed to purchase and the Seller has agreed to sell an approximately eighteen (18) acre site located within the boundaries of the District, as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**School Site**”);

WHEREAS, the School Board is acquiring the School Site for the purpose of building and operating an educational facility to accommodate new growth and development;

WHEREAS, the closing of the Purchase Agreement between School Board and Lake Nona is contingent on District executing this Agreement assuring the School Board shall not be liable

for or subject to any District tax, assessment, costs, charges or fees charged to it as owner of the School Site;

WHEREAS, the School Board desires to enter into this Agreement with the District in order to assure that School Board shall not be liable for or subject to past, present or future District taxes, assessments, costs, charges or fees charged as to it as owner of the School Site, and has determined that it shall serve the public interest to enter into this Agreement; and

WHEREAS, the District has determined that entering into this Agreement is in its best interests to provide educational facilities for the residents and landowners in the District.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth the parties agree as follows:

1. **Recitals.** The foregoing recitals above are true and correct, and are incorporated herein by reference.
2. **Purpose.** The purpose of the Agreement is to facilitate the transfer of the School Site from Lake Nona to the School Board.
3. **Educational Facility.** The School Board has determined that an educational facility is needed on the School Site within the District. The School Board has included the funding for the design and construction of the educational facility to be located on the School Site within its 10-year work plan.
4. **Release of Liens.** The School Site was previously released from the special assessment lien which secured, in part, the District's Myrtle Creek Improvement District (City of Orlando, Florida) Special Assessment Revenue Refunding Bonds, Series 2016A (the "**Release**"). A copy of the Release is attached as **Exhibit "B"** hereto.
5. **Future Assessment by District Prohibited without Express School Board Consent.** The District hereby recognizes that under Florida Law, public schools are exempt from the payment of the District's special assessments absent consent of the school board. The District herein acknowledges that the School Board has not consented to the imposition, charge, or levy of special assessments by the District against or on the School Site. Accordingly, in accordance with Florida Law, the District will not in the future impose, charge, levy or collect any ad valorem assessments, non-ad valorem assessments (including, but not limited to, for capital improvements, administration, operations or maintenance), or fees against, on or from the School Site or the School Board in connection with the School Site (for so long as the School Site is owned or occupied by the School Board and operated for educational purposes as a public school, or as a charter school under Chapter 1002, Florida Statutes, or for ancillary related school purposes in support of any public school or operations of Orange County Public Schools (such as, by way of example and not limitation, portables and parking of school buses and equipment to support the public school constructed on the School Site or an administration facility supporting Orange County Public Schools) without the express written consent of the School Board.
6. **Term.** This Agreement will remain in full force and effect from the date of its execution until such time as it is terminated by the written agreement of the parties hereto.

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

For School Board:

The School Board of Orange County, Florida
445 West Amelia Street
Orlando, Florida 32801
Attn: General Counsel
Telephone: (407) 317-3411
Telecopy: (407) 317-3341

With copies to:

Orange County Public Schools
6501 Magic Way, Building 200
Orlando, FL 32809
Attn: Harold E. Jenkins, Director of Real Estate
Telephone: (407) 317-3700 (ext. 2025108)
Telecopy: (407) 317-3792

and

Laura L. Kelly
Orange County Public Schools
6501 Magic Way, Building 200
Orlando, FL 32809
Telephone: (407) 317-3700 (ext. 2025906)
Telecopy: (407) 317-3792

For District:

Myrtle Creek Improvement District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager
Telephone: (407) 382-3256
Telecopy: (407) 382-3254

With copies to:

Hopping Green & Sams P.A.
P.O. Box 6526
Tallahassee, Florida 32314
Attn: Tucker F. Mackie
Telephone: (850) 222-7500
Telecopy: (850) 521-2717

8. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Time is of the essence of this Agreement.

9. **Amendments.** It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the School Board and the District.

11. **Section Headings.** The headings inserted at the beginning of each section of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each section.

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

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

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each party hereto consents to venue exclusively in the Circuit Court in and for Orange County, Florida, as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

15. **Interpretation.** Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

16. **Recording.** It is agreed that this Agreement shall be recorded and filed with the Clerk of the Circuit Court of Orange County as required by Section 163.01(11), Florida Statutes.

[Reminder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of a a a a a, 2018.

“SCHOOL BOARD”

WITNESSES:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

Print Name: _____

By: _____
Barbara M. Jenkins, as its Secretary
and its Superintendent

Print Name: _____

Date: ____ day of _____, 2018

Print Name: _____

By: _____
William E. Sublette, as its Chairman

Print Name: _____

Date: ____ day of _____, 2018

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this ____ day of _____, 2018, for its exclusive use and reliance.

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this ____ day of _____, 2018.

By: ____
Laura L. Kelly, Esquire

By: ____
John T. Morris, Chief Facilities Officer

“DISTRICT”

**MYRTLE CREEK IMPROVEMENT
DISTRICT**, a Florida community
development district

ATTEST:

By: _____

Name: _____
Secretary/Asst. Secretary

By: _____

_____, Chairman

Date: _____, 2018

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of
__a__a__a__, 2018, by __a__a__, as the Chairman of the
Myrtle Creek Improvement District, on behalf of the District. Said person is personally known to
me or have produced __a__a__a__ (type of identification) as
identification and did (did not) take an oath.

Notary Public

(Notary Seal)

Print or Type Name

Serial Number:

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

RELEASE

[See Attached 4 Pages]

MYRTLE CREEK IMPROVEMENT DISTRICT

Property Insurance Proposal for Hardscape Items



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Myrtle Creek Improvement District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 650 public entity members.

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members' property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

Myrtle Creek Improvement District
c/o Fishkind & Associates, Inc
12051 Corporate Blvd,
Orlando, FL 32817

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118266

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$175,000
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

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

	<u>Valuation</u>	<u>Coinsurance</u>
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	2%	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
<u>Coverage</u>	<u>Deductibles</u>	<u>Limit</u>
Earth Movement	\$2,500	Included
Flood	\$2,500*	Included
Boiler & Machinery		Included
TRIA		Not Included

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

TOTAL PROPERTY PREMIUM

\$1,488

Extensions of Coverage

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

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

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile
	Section II B1	Business Income	\$1,000,000 in any one occurrence
	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

CRIME COVERAGE

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

AUTOMOBILE COVERAGE

COVERAGES	SYMBOL	LIMIT	DEDUCTIBLE
LIABILITY	N/A	Not Included	Not Included
HIRED NON OWNED LIABILITY	8,9	\$1,000,000	\$0
PERSONAL INJURY PROTECTION	5	STATUTORY	\$0
AUTO MEDICAL PAYMENTS	N/A	Not Included	Not Included
UNINSURED MOTORISTS/ UNDERINSURED MOTORISTS	N/A	Not Included	Not Included
AUTO PHYSICAL DAMAGE	N/A	Not Included	Not Included

Symbol 8, 9 Hired Non-Owned Autos only

GENERAL LIABILITY COVERAGE (Occurrence Basis)

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

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

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



PREMIUM SUMMARY

Myrtle Creek Improvement District
c/o Fishkind & Associates, Inc
12051 Corporate Blvd,
Orlando, FL 32817

Term: October 1, 2018 to October 1, 2019

Quote Number: 100118266

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$1,488
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,723
Public Officials and Employment Practices Liability	\$3,250
TOTAL PREMIUM DUE	\$8,011

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2018, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

(a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;

(b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;

(c) To abide by the rules and regulations adopted by the Board of Directors;

(d) That should either the Applicant or the Fund desire to cancel coverage, it will give not less than thirty (30) days prior written notice of cancellation;

(e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Myrtle Creek Improvement District

(Name of Local Governmental Entity)

By:

Signature

Print Name

Witness By:

Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2018

By:

Administrator



**Florida
Insurance
Alliance™**

Property Schedule

Boggy Creek Improvement District

Schedule Items Effective As of: 10/01/2018

Policy No.: 100118267
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
1	Decorative Monuments (2)		Masonry Non - Combustible	10/01/2018			
	Lake Nona Blvd. & Narcoossee Rd.) Orlando FL 32827			10/01/2019	\$75,000	\$ 75,000	
	Simple hlp			Asphalt shingles			
Unit #	Description Address		Year Built Const Type	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
2	Column Features (4)		Masonry Non-Combustible	10/01/2018			
	Lake Nona Blvd. & Narcoossee Rd. Orlando FL 32827			10/01/2019	\$50,000	\$50,000	
Unit #	Description Address		YearBuilt Const Type	Eff. Date	Building Value	Total Insured Value	
				Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
3	Fencing w/ Column Features		Masonry Non-Combustible	10/01/2018			
	Lake Nona Blvd. & Narcoossee Rd. Orlando FL 32827			10/01/2019	\$50,000	\$50,000	
			Total:	Building Value	Contents Value	Insured Value	
					\$175,000	\$175,000	

**MYRTLE CREEK
IMPROVEMENT DISTRICT**

FY 2018 Audit Engagement Letter



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

October 22, 2018

Board of Supervisors
Myrtle Creek Improvement District
12051 Corporate Blvd.
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Boggy Creek Improvement District, Orange County, Florida ("the District") for the fiscal year ended September 30, 2018. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Boggy Creek Improvement District as of and for the fiscal year ended September 30, 2018. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2018 audit.

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

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

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

Audit Objectives

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

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

We acknowledge that the District must submit its annual Audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year. Accordingly, we will deliver a draft audit to the District no later than April 30, 2019. All accounting records (including, but not limited to, trial balances, general ledger detail, vendor files, bank and trust statements, minutes, and confirmations) for the fiscal year ended September 30, 2018 must be provided to us no later January 31, 2019, in order for us to deliver a draft audit to the District no later than April 30, 2019.

Examination Objective

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

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

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

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

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

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

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

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, JENNIFER WALDEN, C/O FISHKIND & ASSOCIATES, INC., 12051 CORPORATE BLVD., ORLANDO, FL 32817, 407-382-3256, jennifew@fishkind.com.

Our fee for these services will not exceed \$3,900 for the September 30, 2018 audit. The fees for each annual renewal will be agreed upon separately.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Myrtle Creek Improvement District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Myrtle Creek Improvement District.

By: _____

Title: _____

Date: _____



PEER REVIEW PROGRAM

is proud to present this
Certificate of Recognition
to

Grau & Associates

For having a system of quality control for its accounting and auditing practice in effect for the year ended June 30, 2016 which has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and which was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

A handwritten signature in black ink, appearing to read "Anita Ford".

Anita Ford, Chair
AICPA Peer Review Board
2016

MYRTLE CREEK IMPROVEMENT DISTRICT

**Requisition No. 518 Approved in October 2018 in an
amount totaling \$74.16**

MYRTLE CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817

PHONE: (407) 382-3256 • FAX: (407) 382-3254

Requisition Recap For Board Approval

Attached please find the listing of requisitions approved to be paid from bond funds from October 1, 2018 through October 31, 2018. This does not include requisitions previously approved by the Board.

REQUISITION NO.	PAYEE	AMOUNT
518	Boggy Creek Improvement District	\$74.16
		\$74.16

MYRTLE CREEK IMPROVEMENT DISTRICT
REQUISITION FOR PAYMENT
SPECIAL ASSESSMENT REVENUE BOND
SERIES 2016

DATE:	September 21, 2018	REQUISITION NO. 518
PAYEE:	Boggy Creek Improvement District	AMOUNT DUE: \$74.16
ADDRESS:	c/o Fishkind & Associates 12051 Corporate Boulevard Orlando, FL 32817	Fund: Acquisition/Construction
ITEM	Reimbursement for Construction-Related Legal Advertising, Split Between Boggy Creek, Greeneway, and Myrtle Creek, Paid to Orlando Sentinel Out of Boggy Creek O&M Funds – \$74.16	

The undersigned, an Authorized Officer of Myrtle Creek Improvement District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of December 1, 2006 (the "Master Indenture"), as amended and supplemented by the Second Supplemental Indenture from the District to the Trustee, dated as of December 1, 2006 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2016 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2016 Project and each represents a Cost of the 2016 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage, which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, there shall be attached a certificate signed by the Consulting Engineers certifying approval of this requisition which must state that this disbursement is for a Cost of the 2016 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2016 Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit A to the Second Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

If this requisition is for a disbursement from other than the Costs of Issuance subaccount, it is hereby represented by the undersigned that the Governing Body of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are photocopies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

MYRTLE CREEK IMPROVEMENT DISTRICT

BY: 

CHAIRMAN or VICE CHAIRMAN

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE
AND CAPITALIZED INTEREST REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of Myrtle Creek Improvement District and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specification for the portion of Myrtle Creek Improvement District Project with respect to which such disbursement is being made; and, (iii) the report of the Consulting Engineer attached as an Exhibit to the Second Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

BY: 

DISTRICT ENGINEER

9/25/18
Jeffrey J. Newton, P.E.

RECEIVED OCT 18 2018

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid
in October 2018 in an amount totaling \$49,237.65**

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 October 1, 2018 through October 31, 2018. This does not include expenditures previously approved by the Board.

The total items being presented: **\$49,237.65**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Myrtle Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 10/1/2018 to 10/31/2018

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3388	10/05/18	P	BVLS	BrightView Landscape Services	\$3,421.75
3389	10/05/18	P	DONMC	Donald W. McIntosh Associates	\$516.00
3390	10/05/18	P	EGIS	Egis Insurance Advisors LLC	\$6,973.00
3391	10/05/18	P	HGS	Hopping Green & Sams	\$1,790.91
3392	10/10/18	P	BVLS	BrightView Landscape Services	\$1,572.66
3393	10/10/18	P	DEO	Dept. of Economic Opportunity	\$175.00
3394	10/10/18	P	MLM	Michael's Lighting Maint.	\$81.25
3395	10/10/18	P	VENTUR	VenturesIn.com	\$105.00
3396	10/19/18	P	BVLS	BrightView Landscape Services	\$18,370.00
3397	10/19/18	P	DEVO	Devo Seereeram, Ph.D., P.E., L	\$800.00
3398	10/19/18	P	DONMC	Donald W. McIntosh Associates	\$12,267.25
3399	10/23/18	P	FISH	Fishkind & Associates, Inc.	\$4,149.04
3400	10/23/18	P	JMACRE	Jeff Macre	\$200.00
3401	10/23/18	P	KSHENA	Kamalakar Shenai	\$200.00
3402	10/23/18	P	KSCHOL	Kyle Scholl	\$200.00
3403	10/23/18	P	LDASIL	Lionel R. Dasilva	\$200.00
3404	10/31/18	P	GAI	Gai Consultants	\$2,738.75
3405	10/31/18	P	TRUSTE	US Bank as Trustee for Myrtle	\$205,282.55
BANK SUN REGISTER TOTAL:					\$259,043.16
GRAND TOTAL :					\$259,043.16

Const. FL 3
Const. FL 3-4

Const FL 5
Const reimb
~~\$2,738.75~~
~~\$205,282.55~~

259,043.16
FL 3 800 -
4 12,267.25 -
5 2,738.75 -
reimb. 205,282.55 -
BCID 6,728.41 +
OVC 4,554.63 +
[49,237.65 G+

Pymts made 259,043.16 +
6,728.41 +
online pymt 4,554.63 +
total 270,326.2 G+

270,326.2 +
FY19 pymt 30,098.67 -
FY18 pymt 240,227.53 -
(00) G+


recon btwn cash
flow & pymts made

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #367

9/28/2018

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Controller #2 Mainline Repair	5952828	\$ 625.00
	Clock 5 Repairs	5952854	\$ 236.75
	Sod Replacement	5957510	\$ 2,560.00
2	Donald W McIntosh Associates		
	Engineering Services Through 09/07/2018	35637	\$ 516.00
3	Egis Insurance & Risk Advisors		
	FY 2019 Insurance	8024	\$ 6,973.00
4	Hopping Green & Sams		
	General Counsel Through 08/31/2018	102815	\$ 1,790.91
TOTAL			\$ 12,701.66


Secretary/Assistant Secretary

Chairperson


9/29/18

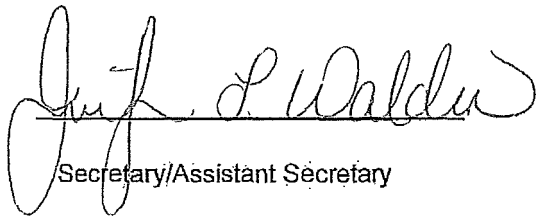
RECEIVED OCT 01 2018

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #368

10/5/2018

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Boggy Creek Improvement District September ICM Expenses <i>pd online 10/10/18</i>	ICM2018-12	\$ 6,728.41	FY 2018
2	BrightView Landscape Services			
	Clock #3 Repairs	5964216	\$ 255.75	FY 2018
	Clock #2 Repairs	5964217	\$ 145.50	FY 2018
	Clock #1 Repairs	5964218	\$ 255.75	FY 2018
	Controller #2 Repair	5964223	\$ 237.00	FY 2018
	Mainline Repairs	5964231	\$ 678.66	FY 2018
3	Department of Economic Opportunity FY 2019 Special District Fee	72232	\$ 175.00	FY 2019
4	Michael's Lighting & Electric Night Lighting Check 9/29/2018	6901	\$ 81.25	FY 2018
5	VenturesIn.com October Application Hosting	44063	\$ 105.00	FY 2019
TOTAL			\$ 8,662.32	


Secretary/Assistant Secretary

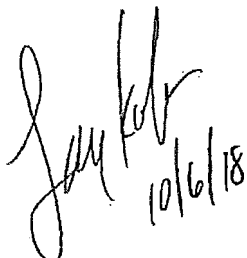
Chairperson

FY 2018

8,382.32

~~FY 2019~~

280.00


10/6/18

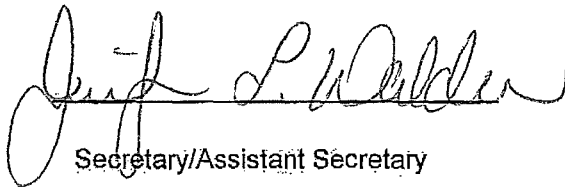
RECEIVED OCT 06 2018

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #369

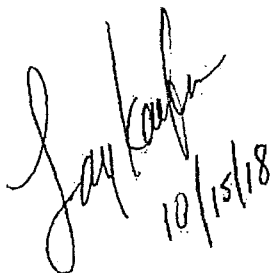
10/12/2018

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	BrightView Landscape Services October Landscape Maintenance	5977962	\$ 15,207.00	FY 2019
2	ouc pd online 10/19/18 Acct: 4782400001 ; 09/04/2018 - 10/02/2018	-	\$ 4,554.63	FY 2018
TOTAL			\$ 19,761.63	


Secretary/Assistant Secretary

Chairperson

FY 2018:	4,554.63
FY 2019	15,207.00


10/15/18

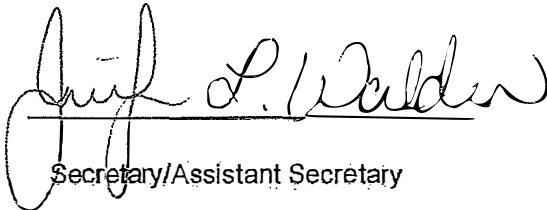
RECEIVED OCT 15 2018

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #370

10/19/2018

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Fishkind & Associates			
	Reimbursables: September 2018	23558	\$ 473.37	FY 2018
	DM Fee & Reimbursables: October 2018	23558	\$ 3,675.67	FY 2019
2	Supervisor Fees - 10/16/2018 Meeting			
	Jeff Macre	--	\$ 200.00	FY 2018
	Kam Shenai	--	\$ 200.00	FY 2019
	Kyle Scholl	--	\$ 200.00	FY 2019
	Bob daSilva	--	\$ 200.00	FY 2019
TOTAL			\$ 4,949.04	


 Secretary/Assistant Secretary

Chairperson

FY 2018	473.37
FY 2019	4,475.67


 10/21/18

RECEIVED OCT 21 2018

MYRTLE CREEK IMPROVEMENT DISTRICT

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

MYRTLE CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization/ Proposed Services

Project Name: Performance Drive Phase 3

Brief Description: Preparation and processing of plan revisions to change from a two-lane roadway
to a four-lane section.

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

Is this work pursuant to an existing Agreement? ☒ Yes ☐ No

If so, name and date of Agreement: _____

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

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

Is this a continuation of previously authorized work? ☒ Yes ☒ No

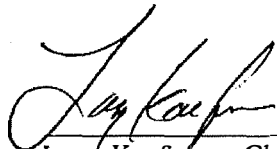
Proposal attached: ☒ Yes ☐ No

Form of Agreement Utilized: Proposal

Amount of Services: \$ 59,500.00

Recommendation: ☒ Approve ☐ Deny

By:

 11/8/18

Larry Kaufmann, Chairman

Myrtle Creek Improvement District Construction Committee

c: Jennifer Walden
Tucker Mackie
Jeffrey Newton



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

November 5, 2018
Revised November 20, 2018
jmacre@gmail.com

Mr. Jeff Macre, Chairman
Myrtle Creek Improvement District
1205d Corporate Boulevard
Orlando, Florida 32817

Subject: Performance Drive Phase 3
Revision #1 – Preparation and Processing of Four Lane Plan Set
DWMA Job No. 17172 (043-045)

Dear Mr. Macre:

CIVIL ENGINEERS

LAND PLANNERS

SURVEYORS

As requested by Larry Kaufmann, Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this additional services agreement to provide professional engineering services to Myrtle Creek Improvement District (MCID) ("CLIENT") for Performance Drive Phase 3 ("Project"). Our prior work authorization for this Project anticipated the preparation of a set of construction plans and accompanying permit applications for a 4-lane roadway to be constructed in a single phase; however, due to uncertainties in the ultimate development pattern and timing for the abutting lands, District staff directed that we phase the roadway construction such that only 2 lanes are constructed initially, with the third and fourth lanes to be constructed as a second phase. Consequently, although we have completed some of the design work associated with the 4-lane facility, the construction plans currently provide only for the construction of a 2-lane roadway. District staff has been notified by the Developer that the uncertainties concerning the abutting lands have been resolved and District staff has directed DWMA to pursue design and permitting of the 4-lane roadway configuration. As detailed in the scope of services, this proposal includes changes to the approved existing Final Engineering Drawings consisting of: 1) revising the plan from a two lane design to the four lane design 2) preparation, submittal and processing of the City of Orlando required plan revision of the revised Final Engineering Plans 3) additional coordination with project team consultants, owner representatives and contractors including distribution of plans and files, meetings, teleconference calls and assistance. We will provide these services pursuant to our current contract with Myrtle Creek Improvement District dated September 8, 2003 ("Contract") as follows:

BASIC SERVICES & ITEMIZED FEES

The nature, scope and schedule (if any) of Basic Services to be performed by DWMA under this Agreement, are set forth below.

CLIENT may, from time to time, request DWMA to perform services in connection with the Project which are outside the scope of the services listed herein. Should DWMA agree to perform such services (hereinafter referred to as "Additional Services"), they shall be subject to and governed by the provisions of this Agreement. Additional Services and Basic Services to be provided under this Agreement shall hereinafter be referred to collectively as "Services."

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2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068



Mr. Jeff Macre, Chairman
Myrtle Creek Improvement District
Performance Drive Phase 3
Revision #1 – Preparation and Processing of Four Lane Plan Set
DWMA Job No. 17172 (043-045)
November 5, 2018, Revised November 20, 2018
Page 2 of 3

PART I - CIVIL ENGINEERING

A.	PREPARE REVISED FINAL ENGINEERING PLANS - Revise the Final Engineering Plans for the Project to provide for the construction of a 4-lane roadway rather than a 2-lane roadway. 043	\$43,000.00
B.	PROCESS REVISED CONSTRUCTION DRAWINGS - Submit and process the revised final engineering plans for approval by the City of Orlando. 044	\$6,250.00
C.	ADDITIONAL PROJECT COORDINATION AND MEETINGS - Additional project coordination, meetings, distribution of plans and files for the revised final engineering plans with CLIENT, transportation and liaison with Developer and Developer's consultants for entry location, utility service location, and turn lanes to service the abutting lands. 045	\$10,250.00
	TOTAL	\$59,500.00

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

DWMA will be compensated for this work at the quoted lump sum amount or at the hourly rates and direct costs established pursuant to the Contract. If additional services are requested they will be provided under a separate proposal as and when requested.

If you wish to accept this Services Agreement, please sign and return a complete copy to our office (executed electronic scanned copies are acceptable). Upon receipt, we will promptly schedule our services.

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.

Donald W. McIntosh, Jr.
President

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*Mr. Jeff Macre, Chairman
Myrtle Creek Improvement District
Performance Drive Phase 3
Revision #1 – Preparation and Processing of Four Lane Plan Set
DWMA Job No. 17172 (043-045)
November 5, 2018, Revised November 20, 2018
Page 3 of 3*

APPROVED AND ACCEPTED

By: _____
Authorized Representative of
Myrtle Creek Improvement District

Date: _____ c _____

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

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MYRTLE CREEK IMPROVEMENT DISTRICT

**District's Financial Position and
Budget to Actual YTD**

Myrtle Creek Improvement District
Statement of Activities
As of 10/31/2018

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Revenues</u>					
Developer Contributions	\$3,163.00				\$3,163.00
Inter-Fund Transfers In	(189,476.55)				(189,476.55)
Inter-Fund Transfers In			\$189,476.55		189,476.55
Total Revenues	<u>(\$186,313.55)</u>	<u>\$0.00</u>	<u>\$189,476.55</u>	<u>\$0.00</u>	<u>\$3,163.00</u>
<u>Expenses</u>					
Supervisor Fees	\$800.00				\$800.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Management	3,333.33				3,333.33
Assessment Administration	7,500.00				7,500.00
Legal Advertising	256.92				256.92
Web Site Maintenance	105.00				105.00
Dues, Licenses, and Fees	175.00				175.00
General Liability Insurance	3,723.00				3,723.00
Irrigation	329.25				329.25
Landscaping Maintenance & Material	18,370.00				18,370.00
IME - Landscaping	6,435.14				6,435.14
IME - Lighting	86.00				86.00
Legal Advertising			\$85.42		85.42
Total Expenses	<u>\$44,363.64</u>	<u>\$0.00</u>	<u>\$85.42</u>	<u>\$0.00</u>	<u>\$44,449.06</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$16.45				\$16.45
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$16.45</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16.45</u>
Change In Net Assets	(\$230,660.74)	\$0.00	\$189,391.13	\$0.00	(\$41,269.61)
Net Assets At Beginning Of Year	\$798,208.98	\$1,166,705.94	(\$27,479.27)	\$0.00	\$1,937,435.65
Net Assets At End Of Year	<u>\$567,548.24</u>	<u>\$1,166,705.94</u>	<u>\$161,911.86</u>	<u>\$0.00</u>	<u>\$1,896,166.04</u>

Myrtle Creek Improvement District
Statement of Financial Position
As of 10/31/2018

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$2,001.07				\$2,001.07
Money Market Account	178,411.97				178,411.97
State Board of Administration	3,855.31				3,855.31
Pond Reserve	10,437.37				10,437.37
Road Reserve	10,437.37				10,437.37
Capital Reserve	102,603.62				102,603.62
Accounts Receivable	205,282.55				205,282.55
Accounts Receivable - Due from Developer	26,647.95				26,647.95
Due From Other Funds	85.42				85.42
Deposits	4,300.00				4,300.00
Infrastructure Capital Reserve	30,593.21				30,593.21
Interchange Maintenance Reserve	7,101.58				7,101.58
Debt Service Reserve		\$338,234.73			338,234.73
Revenue		828,346.05			828,346.05
Prepayment		125.16			125.16
Acquisition/Construction			\$189,403.43		189,403.43
Total Current Assets	<u>\$581,757.42</u>	<u>\$1,166,705.94</u>	<u>\$189,403.43</u>	<u>\$0.00</u>	<u>\$1,937,866.79</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,166,705.94	\$1,166,705.94
Amount To Be Provided				17,563,294.06	17,563,294.06
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$18,730,000.00</u>	<u>\$18,730,000.00</u>
Total Assets	<u><u>\$581,757.42</u></u>	<u><u>\$1,166,705.94</u></u>	<u><u>\$189,403.43</u></u>	<u><u>\$18,730,000.00</u></u>	<u><u>\$20,667,866.79</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$7,291.83				\$7,291.83
Due To Other Governmental Units	6,917.35				6,917.35
Accounts Payable			\$27,406.15		27,406.15
Due To Other Funds			85.42		85.42
Total Current Liabilities	<u>\$14,209.18</u>	<u>\$0.00</u>	<u>\$27,491.57</u>	<u>\$0.00</u>	<u>\$41,700.75</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$18,730,000.00	\$18,730,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$18,730,000.00</u>	<u>\$18,730,000.00</u>
Total Liabilities	<u><u>\$14,209.18</u></u>	<u><u>\$0.00</u></u>	<u><u>\$27,491.57</u></u>	<u><u>\$18,730,000.00</u></u>	<u><u>\$18,771,700.75</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$798,208.98				\$798,208.98
Current Year Net Assets, Unrestricted	(230,660.74)				(230,660.74)
Net Assets, Unrestricted		\$1,166,705.94			1,166,705.94
Current Year Net Assets, Unrestricted		0.00			0.00
Net Assets, Unrestricted			(\$27,479.27)		(27,479.27)
Current Year Net Assets, Unrestricted			189,391.13		189,391.13
Total Net Assets	<u><u>\$567,548.24</u></u>	<u><u>\$1,166,705.94</u></u>	<u><u>\$161,911.86</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,896,166.04</u></u>
Total Liabilities and Net Assets	<u><u>\$581,757.42</u></u>	<u><u>\$1,166,705.94</u></u>	<u><u>\$189,403.43</u></u>	<u><u>\$18,730,000.00</u></u>	<u><u>\$20,667,866.79</u></u>

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 10/31//2018

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ -	\$ 41,059.68	\$ (41,059.68)	\$ 492,716.16
Developer Contributions	3,163.00	-	3,163.00	-
Money Market Reserve	-	21,696.45	(21,696.45)	260,357.44
Net Revenues	\$ 3,163.00	\$ 62,756.13	\$ (59,593.13)	\$ 753,073.60
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 800.00	\$ 1,000.00	\$ (200.00)	\$ 12,000.00
Financial & Administrative				
Public Officials' Liability Insurance	3,250.00	297.92	2,952.08	3,575.00
Trustee Services	-	166.67	(166.67)	2,000.00
Management	3,333.33	3,333.33	-	40,000.00
Engineering	-	416.67	(416.67)	5,000.00
Dissemination Agent	-	416.67	(416.67)	5,000.00
Property Appraiser	-	250.00	(250.00)	3,000.00
District Counsel	-	1,666.67	(1,666.67)	20,000.00
Assessment Administration	7,500.00	625.00	6,875.00	7,500.00
Audit	-	331.25	(331.25)	3,975.00
Arbitrage Calculation	-	75.00	(75.00)	900.00
Travel and Per Diem	-	41.67	(41.67)	500.00
Telephone	-	41.67	(41.67)	500.00
Postage & Shipping	-	41.67	(41.67)	500.00
Copies	-	166.67	(166.67)	2,000.00
Legal Advertising	256.92	416.67	(159.75)	5,000.00
Bank Fees	-	4.17	(4.17)	50.00
Miscellaneous	-	416.62	(416.62)	5,000.00
Property Taxes	-	6.25	(6.25)	75.00
Web Site Maintenance	105.00	104.17	0.83	1,250.00
Dues, Licenses, and Fees	175.00	14.58	160.42	175.00
Total General & Administrative Expenses	\$ 15,420.25	\$ 9,833.32	\$ 5,586.93	\$ 118,000.00

Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 10/31//2018

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ -	\$ 83.33	\$ (83.33)	\$ 1,000.00
Entry Lighting	-	41.67	(41.67)	500.00
Water-Sewer Combination Services				
Water Reclaimed	-	833.33	(833.33)	10,000.00
Stormwater Control				
Aquatic Contract	-	430.00	(430.00)	5,160.00
Lake/Pond Repair Reserve	-	416.67	(416.67)	5,000.00
Other Physical Environment				
General Liability Insurance	3,723.00	416.67	3,306.33	5,000.00
Property & Casualty Insurance	-	125.00	(125.00)	1,500.00
Auto Insurance	-	62.50	(62.50)	750.00
Irrigation	329.25	2,500.00	(2,170.75)	30,000.00
Landscaping Maintenance & Material	18,370.00	15,207.00	3,163.00	182,484.00
Tree Trimming	-	3,333.33	(3,333.33)	40,000.00
Flower & Plant Replacement	-	9,166.67	(9,166.67)	110,000.00
Contingency	-	1,952.19	(1,952.19)	23,426.31
Hurricane Cleanup	-	1,250.00	(1,250.00)	15,000.00
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	-	278.25	(278.25)	3,339.00
IME - Irrigation	-	2,625.00	(2,625.00)	31,500.00
IME - Landscaping	6,435.14	6,435.14	-	77,221.62
IME - Lighting	86.00	1,666.67	(1,580.67)	20,000.00
IME - Water Reclaimed	-	262.50	(262.50)	3,150.00
New Operational Field Expenses				
Trail Benches	-	-	-	-
Crosswalk Improvements	-	1,376.33	(1,376.33)	16,516.00
Road & Street Facilities				
Entry and Wall Maintenance	-	833.33	(833.33)	10,000.00
Streetlights	-	1,000.00	(1,000.00)	12,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	1,666.67	(1,666.67)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	847.22	(847.22)	10,166.67
Interchange Maintenance Reserve	-	196.67	(196.67)	2,360.00
Total Field Operations Expenses	\$ 28,943.39	\$ 53,006.14	\$ (24,062.75)	\$ 636,073.60
Total Expenses	\$ 44,363.64	\$ 62,839.46	\$ (18,475.82)	\$ 754,073.60
Income (Loss) from Operations	\$ (41,200.64)	\$ (83.33)	\$ (41,117.31)	\$ (1,000.00)
<u>Other Income (Expense)</u>				
Interest Income	\$ 16.45	\$ 83.33	\$ (66.88)	\$ 1,000.00
Total Other Income (Expense)	\$ 16.45	\$ 83.33	\$ (66.88)	\$ 1,000.00
Net Income (Loss)	\$ (41,184.19)	\$ -	\$ (41,184.19)	\$ -

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)	39,858.74	(33,536.35)	7,023.46 as of 11/21/18
		273,174.01	(268,836.48)	62,985.48	(63,635.02)	

As of 11/21/2018