

# Myrtle Creek Improvement District

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

[www.myrtlecreekid.org](http://www.myrtlecreekid.org)

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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 **4:30 p.m. on Tuesday, January 16, 2018 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, Florida 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: 1-877-864-6450

Participant Code: 933751

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the December 18, 2017 Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2018-02, Election of Officers**

### Business Matters

3. **Consideration of Amended & Restated Personnel Leasing Agreement with Tavistock Development Management, LLC**
4. **Ratification of Operation and Maintenance Expenditures Paid in December 2017 in an amount totaling \$81,567.47**
5. **Recommendation of Work Authorization/Proposed Services *(if applicable)***
6. **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
- B. Audience Comments, Supervisor Requests

### Adjournment

**MYRTLE CREEK  
IMPROVEMENT  
DISTRICT**

Minutes of the December 18, 2017  
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 Monday, December 18, 2017 at 4:30 p.m. at 6900 Tavistock Lakes Blvd., Suite 200, Orlando, FL 32827. Board Members listed below constituted a quorum.

Jeff Macre	Chair
Donald Tubbs	Assistant Secretary
Bob Da Silva	Vice-Chair
Kam Shenai	Assistant Secretary
Kyle Scholl	Assistant Secretary (joined at 4:31 p.m.)

Also present were:

Joe MacLaren	Fishkind & Associates
Jennifer Walden	Fishkind & Associates
Tucker Mackie	Hopping Green & Sams
Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor
Stephen Flint	Tavistock Development
John Florio	Donald W. McIntosh Associates (via phone at 4:32 p.m.)

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. MacLaren noted that there were no public comments at this time.

**THIRD ORDER OF BUSINESS**

**Consideration of the  
Minutes of the November  
21, 2017 Board of  
Supervisors' Meeting**

Board Members reviewed the minutes from the November 21, 2017 Board of Supervisors' Meeting. Mr. Scholl joined the meeting in progress at 4:31 p.m.

On Motion by Mr. Macre, second by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Minutes of the November 21, 2017 Board of Supervisors' Meeting, as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of Third Addendum to the Personnel Leasing Agreement with Lake Nona Management Company**

Mr. MacLaren noted that he was alerted that the appropriate party should actually be Tavistock Development Management, LLC. He explained that the District's Developer who used to own all the land within the District has personnel staff that are trained and qualified and able to help out in keeping the landscaping and maintenance contractors in line. They have offered their services to the District free of charge and this Board could enter into this agreement and allow for the persons that are named in the agreement, Mr. Scott Gasaway and Mr. Stephen Flint, to provide those services. Mr. MacLaren noted that the other two Districts, Boggy Creek ID and Greenway ID, have approved this agreement. He provided an updated organizational chart. Ms. Mackie expressed that the entity in the indented language at the top of the agreement is identified as Lake Nona Management Company, LLC but is now Tavistock Development Management, LLC. Ms. Mackie proposed to bring back to the Board an actual Personnel Leasing Agreement with the appropriate entity that will no longer be an addendum but will replace the individual currently listed in the Personnel Leasing Agreement which is Ms. Patrice Ragusa and replaces her with the two individuals that Mr. MacLaren previously mentioned. She noted that there will be a similar change in entity to the Personnel Leasing Agreement that the District has for Construction Supervisor Services.

Mr. Macre asked Ms. Mackie if that means that Tavistock will then be managing landscaping. Ms. Mackie explained that Fishkind & Associates as well as the Tavistock group continues to work with the contractors. When the three Districts were formed there was an overall aesthetic that they wanted to be maintained development wide. It was determined that it would make sense to have someone who is identified on the constructions side and on the landscape side as well. It has benefitted the Districts to have someone on staff who could oversee the entire maintenance plan of all three Districts and specifically to the individual needs of each one. It reduces costs for the District to have them perform that function. Ms. Mackie noted that instead of the third addendum they are seeing in the agenda package it will be a new Personnel Leasing Agreement with Tavistock Development Management, LLC as opposed to a third addendum to an old leasing

agreement with an entity that no longer exists. Mr. Shenai asked if this will have any impact on the budget. Ms. Mackie responded that it has no impact on the budget and the individual who is identified in the Personnel Leasing Agreement has also served on the Construction Committee. There has been no proposed change to that as Ms. Ragusa still serves that role well and she will still sit on that committee. Mr. MacLaren stated that from a day to day operations perspective Mr. Reed will continue to work with Mr. Flint and the rest of the group.

Mr. Da Silva noted that his main concern was that he had never seen any cost, bill or invoice. Ms. Mackie said that there is a nominal amount in there and the only reason two people are listed is in the event that one person is unavailable the second person is also authorized to deal with the vendors directly and the agreement provides for that. He asked if she would come back with a new agreement and she confirmed. Mr. Macre requested the original Personnel Leasing Agreement to compare with the new agreement. Ms. Walden stated that she was able to find the original and the only change in the first and the second addendum is changing the individual. Ms. Mackie explained that it is a roster change and the District has done this twice before. There is no action required by the Board today. Mr. Macre asked what the purpose was of not just listing the position as opposed to the person. Ms. Mackie explained that the thought was because the District needed specific direction to authorize that person to interact with the vendor as opposed to someone who works for Fishkind which as a management entity is authorized.

## **FIFTH ORDER OF BUSINESS**

### **Consideration of Public Facilities Report**

Mr. MacLaren explained that the District is required to update this report every seven years and submit it to the local government so upon review and approval District staff will submit it to the City. He noted that it will also be available on the District's website. Mr. Shenai stated that he was recently looking for this and asked if the District had a mission statement. Mr. MacLaren said that his company manages over 80 CDDs throughout the State and he doesn't think any of them have a mission statement. Ms. Mackie noted that the preamble to Chapter 190 which is the enabling legislation for all CDDs, there is a good overview for the reason being for all Community Development Districts within the State of Florida. Ms. Mackie noted that she will send a copy of Chapter 189 and 190 to Mr. Shenai. Mr. MacLaren said that just because none of the other Districts have mission statements doesn't mean that Myrtle Creek can't have one. Mr. Shenai offered to create one. Mr. Macre stated that Lake Nona as a whole has a pretty solidified mission statement, vision, and concept for the community as a whole. Mr. Shenai said that if someone asked him what the CDD does, he wants to be able to give a very crisp and powerful statement for which he does not have yet and noted that all the Board Members should be able to do it. Ms. Mackie said that some resident controlled Boards set up workshops to talk about things in the community and one another on what they would like to see in the next few years.

On Motion by Mr. Scholl, second by Mr. D. Tubbs, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Public Facilities Report.

**SIXTH ORDER OF BUSINESS**

**Ratification of Requisition  
Nos. 476 - 477 Approved in  
November 2017 in an  
amount totaling \$1,054.63**

Board Members reviewed Requisition Nos. 476 – 477 which were approved in November 2017 in an amount totaling \$1,054.63.

On Motion by Mr. Scholl, second by Mr. D. Tubbs, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified Requisition Nos. 476 – 477 Approved in November 2017 in an amount totaling \$1,054.63.

**SEVENTH ORDER OF BUSINESS**

**Ratification of Operation  
and Maintenance  
Expenditures Paid in  
November 2017 in an  
amount totaling \$32,549.12**

Board Members reviewed the Operation and Maintenance Expenditures paid in November 2017 in an amount totaling \$32,549.12. Mr. MacLaren noted that the summary of those payments can be found behind Tab 5 in the agenda package. Mr. Macre stated that he noticed that BrightView charged and then credited the District multiple times and wanted to ensure that Mr. Reed was keeping them honest to charge the District the correct amount. Mr. MacLaren answered that he is and Ms. Lane is running the payments to them through him as well. He asked why the District would be charged and credited by BrightView. Mr. MacLaren said he wasn't sure why the District has the charge backs and will ask the Accountant. Mr. Macre said that some of the charges are listed two times or charged and credited. Mr. MacLaren noted that the summary isn't clear and noted that the District Manager is requesting the approval of two payments for BrightView, one for October and one for November. Mr. Macre noted that the Payment Authorizations for BrightView don't match the ledger. Ms. Walden noted that the BrightView Payment Authorization

on No. 326 was paid in December which is why it is not showing up on the ledger because the ledger is only for the November updates.

On Motion by Mr. Macre, second by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures Paid in November 2017 in an amount totaling \$32,549.12.

**EIGHTH ORDER OF BUSINESS**

**Recommended Work  
Authorization/Proposed  
Services**

Mr. Kaufmann stated that there are some Work Authorizations for this District. He explained that the first is for design and construction services with DWMA for the Performance Drive Phase 3 (Minutes Exhibit A) and the graphic on the last sheet of the proposal depicts the area. He noted that it is for 2,500 lineal feet of a four-lane roadway and this project continues on the existing road that is there and there are some modifications to the intersection to accommodate the roadway as part of this agreement. This project is in a Funding Agreement with the Developer and there are no bond proceeds available for it and will be completely funded by the Developer until such time as bonds are sold. Mr. Da Silva asked if it includes a signalized intersection. Mr. Kaufmann said that it does not include a signal and there would be a separate proposal issued if the signal is warranted. Mr. Da Silva asked if there will be crosswalks at that intersection. Mr. Kaufmann noted that there are no crosswalks at that intersection at the current time but he will make sure it does. Mr. Da Silva said the District needs to have a legal and safe way to cross the street at that intersection and wants to make sure that there is a complete scope of work in there. Mr. Kaufmann noted that once it is submitted to the City and if it was not in there they would add it anyway but he will make sure that a complete crosswalk system at that intersection is included. Ms. Mackie asked Mr. Kaufmann if the Developer has reviewed this too because she wants to make sure that they sign off on it before the District enters into the work authorization so any comments they might have are incorporated. Mr. Kaufmann noted that the Developer has seen it although it was revised today so they have not seen the revisions. Ms. Mackie asked that the Board's approval be subject to further review, comment, and acceptance by the Developer. Ms. Mackie noted that this is outside of the current Master CIP that the District adopted and used bond financing for. The District had approved a Wellspring Performance Drive CIP that identified an additional project for which existing residents would not be responsible for but the serviced property that benefits from this aspect may be assessed ultimately. Ms. Mackie noted the District acquired a portion of this right-of-way known as Wellspring fully completed and the Developer engaged in the construction of that right-of-way and now that this work is in an approved Engineer's Report the District is the

proper party to contract for this work. Ultimately when the bid goes out it will go out through this District to publicly bid that project to the list of prequalified contractors who will ultimately construct it even though the Developer will fund it until such time as bonds are issued if they are.

On Motion by Mr. Macre, second by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Work Authorization for design and construction services with DWMA, Inc. for Performance Drive Phase 3 in the amount of \$330,195.00 subject to review, comment and acceptance by the Developer.

Mr. Kaufmann explained that the second Work Authorization is from DEVO Engineering for geotechnical services in the amount of \$8,440.00 (Minutes Exhibit B). He added that this is also funded through the Developer Funding Agreement.

On Motion by Mr. Scholl, second by Mr. D. Tubbs, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Work Authorization from DEVO Engineering for geotechnical services in the amount of \$8,440.00.

Mr. Kaufmann presented a Work Authorization from CFL Geological Solutions for the investigation of underground utilities and pipes for Performance Drive Phase 3 in the amount of \$8,735.00 (Minutes Exhibit C). He also noted that this is also funded by the Developer.

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 Work Authorization from CFL Geological Solutions for the investigation of underground utilities for Performance Drive Phase 3 in the amount of \$8,735.00.

## **NINTH 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 today's date. Mr. MacLaren stated that through the first two months of the District's fiscal year

the District had incurred \$57,000.00 in actual expenses vs. a budget of \$111,000.00. The District is currently under budget. There was no action required.

**TENTH ORDER OF BUSINESS**

**Staff Reports**

**District Counsel –** No Report

**District Manager –** No Report

**District Engineer –** Mr. Florio noted that the individuals at Universal Sign are working on the last parts of the RRFB that the City was asking for so that will get re-inspected. He also explained that he received feedback about additional signage at the Interchange where it connects to Lake Nona Boulevard and noted that they are out with an RFP now to select a new sign Contractor. They told Mr. Florio that they would be happy to deal with the signs but it would be 3-5 months before they can get it done because of their procurement process. He and the Chair discussed reaching out to them and offering to fund it if it can be done quicker but he has not received a reply back. The signs could probably be built for \$2,500.00 but the question Mr. Florio noted is how quickly they could do it if the District doesn't wait for them to get a new vendor. Mr. Florio was going to ask CFX if they can get it done quicker if the District pays for it. Mr. Florio noted that the Board could take up a motion today to allocate some amount of money to funding these two signs provided CFX agrees to get them done within 60 days instead of waiting for the procurement process. Mr. Florio's suggestion is a motion authorizing a not-to-exceed amount of \$2,500.00 provided CFX agrees to install the two signs within 60 days. Mr. Macre asked Mr. Florio if the District needs to do the wrong way signs. Mr. Florio stated that those are already existing and planned to stay. They would be adding two yield to pedestrian crosswalk signs. Mr. Florio noted that the District is in their right-of-way and must comply with their requirements. Mr. Da Silva raised concerns about the costs. Mr. Florio suspects that the District can get the cost shared by all three Districts as a maintenance item. The Board discussed any liability issues. Ms. Mackie noted that if the District chooses to wait they will not incur any additional liability for that wait time. Mr. Macre asked if the District can stay on top of CFX installing the signs. Mr. Florio

agreed that he can do that. The Board Members decided that the District will wait and let CFX handle the installation.

**Construction Supervisors- No Report**

**ELEVENTH ORDER OF BUSINESS**

**Supervisor Requests,  
Audience Comments  
& Adjournment**

Mr. Shenai discussed the flickering floodlights. Mr. MacLaren noted that Mr. Reed said they will be removed tomorrow. Mr. Shenai noted that there is one light that was not on at all which is located on Narcoossee taking a left on Lake Nona Boulevard and the right monument has no lights. He asked if there is an inventory of lights that are not working. Mr. Macre noted that Mr. Reed identified all the lights that have failed or not meeting the functionality of the normal lights. He added that the Board previously looked at the cost of fixing some of the lights or replacing them and it was more cost effective to replace all of the large lights which is what took so long. The ones being removed tomorrow are the flickering lights and all of the lights that have failed. Ms. Walden noted that the shipment is going out on Thursday and Mr. Reed has them ready to go so as soon as they come in they will be replaced. Mr. Macre noted that some of the sconces were damaged or fell off during the storm. Mr. MacLaren will get the inventory list from Mr. Reed and circulate it to the Board Members.

Mr. Shenai asked about the sinkhole issue and asked if there was an official statement regarding the cause of the sinkhole. Ms. Mackie stated that the District does not control the right-of-way in which it occurred and the City has the responsibility for the additional right-of-way as well. So, the District has no position and does not have any information other than what has been in the news reports. She added that the District isn't going to make any statements on the record because the District does not have any responsibility for this and she wouldn't want anything included within the minutes of this District that would suggest otherwise. Mr. Da Silva said that there could be a discussion outside of the Board meeting as it is not a Board item.

Mr. Shenai brought up that at the last Board meeting the Board talked about the tree that had fallen and the next day it was gone but there is still a depression in the mound and asked if there was any progress on that. Mr. Kaufmann said that it should be included in the scope of work. Mr. Flint stated that they are waiting because it is cheaper to remove the stump out when the tree is replaced so that the District does not pay double for the machinery.

Mr. Flint noted that he thinks the District is seeking FEMA reimbursement for some of the lights on the bridge that were damaged. Ms. Walden said that the District is going to try and noted that

it is a very lengthy process and there are certain things that they will and will not cover and the District must follow their rules and guidelines. Mr. MacLaren introduced Stephen Flint to the Board. He is the individual being proposed to add to the Personnel Lease Agreement. Mr. Macre brought up issues with streetlights being out down the whole strip around Village Walk. Mr. Da Silva mentioned some issues with the KPMG site and he wants to make sure that Mr. Flint and the Fishkind group are monitoring the construction as it is finishing up and the District is sure all the landscape is repaired, the trails are repaired and making sure everything is enforced. Mr. Flint said that he has been on top of them and told KPMG that he does not think they included all of the damage that their employees are doing and some of that was in getting the irrigation repaired to. He doesn't think that they knew when they cut the irrigation it shut off 1,000 feet of roadway. It is now reconnected and he has told them that the District will bill that to the job as the District is not picking up the bill for that.

On Motion by Mr. Scholl, second by Mr. D. Tubbs, with all in favor, the December 18, 2017 Meeting of the Board of Supervisors for the Myrtle Creek Improvement District was adjourned.

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Secretary/Assistant Secretary

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Chair/Vice Chair

# MYRTLE CREEK

## ~~BOGGY CREEK~~ IMPROVEMENT DISTRICT

### Recommendation for Work Authorization / Proposed Services

Project Name: Performance Drive Phase 3

Brief Description: Survey, Design, Redesign of LN Blvd.

Name of Consultant / Vendor: DWMA, Inc.

Is this work pursuant to an existing Agreement?  Yes  No

If so, name and date of Agreement: Service Agreement / Funding Agreement

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

Are the services required contemplated in the Capital Improvement  Yes  No

Is this a continuation of previously authorized work?  Yes  No

Proposal attached:  Yes  No

Form of Agreement Utilized: \_\_\_\_\_

Amount of Services: \$ 330,195.00

Recommendation:  Approve  Deny

By:  Date 12/18/17

Larry Kaufmann, Chairman  
~~Boggy Creek~~ Improvement District Construction Committee  
MCID

- c: Joe MacLaren
- Jennifer Walden
- Tucker Mackie
- John Florio



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

December 11, 2017  
REVISED December 18, 2017

Mr. Jeff Macre, Chairman  
**Myrtle Creek Improvement District**  
12051 Corporate Boulevards  
Orlando, FL 32817

**Subject: Performance Drive Phase 3 (±2,500 lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (±1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd) DWMA Job No. 17172.001 – 17172.04\$**

Dear Mr. Macre:

As requested, Donald W. McIntosh Associates, Inc. (DWMA) is pleased to submit for your consideration this work authorization to provide professional surveying and engineering services to the Myrtle Creek Improvement District (MCID) ("CLIENT") for Performance Drive Phase 3 (±2,500 lf of 4-lane divided roadway) from the south end of Performance Drive Phase 2 (f/k/a USTA Boulevard Phase 2) and redesign of Lake Nona Blvd. intersection (±1200 lf) ("Project"). The scope of this proposal includes preparation of a boundary survey, preliminary plat, final plat recordation and processing, utility locations, preparation and submittal of construction drawings and technical specifications, design of the offsite stormwater management system, plan processing and construction phase services.

The engineering design for the master stormwater system and utility systems will be based on conceptual plans provided to DWMA and direction from CLIENT. The preliminary plat/final plat will include Performance Drive Phase 3. The final engineering will include construction drawings and technical specifications for Performance Drive, the offsite stormwater management system and lift station LS-P9. If signalization is required at Lake Nona Boulevard, the design and permitting of the signal design and roadway design modification will be undertaken by the project traffic engineer under separate contract (not included herein).

As directed by CLIENT, Performance Drive Phase 3 will be designed and permitted as a four lane divided roadway section constructed in one phase and will include the design of the intersection improvements at Lake Nona Boulevard. If it is determined that the roadway construction will be phased, additional scope of services will be required. This proposal also includes the design and permitting of the required modifications to the existing improvements within Lake Nona Boulevard for Performance Drive Phase 3 based on a traffic report provided to DWMA. Traffic signalization, if required, will be by others. If additional parcels are determined to be included with the final plat, an additional scope of services will be required. Maintenance of traffic (MOT) plans are not included and if required will be provided by the CLIENT. CLIENT will be responsible for the preparation and processing of a Specific Parcel Master Plan (SPMP) for the project (if required) that will be processed concurrently with the Preliminary Plat. The preparation and processing of Specific Parcel Master Plans (SPMP), Planned Development (PD) Amendment and the Development Order (DO), if required, to support the site design and permitting of a new full access location on Lake Nona Boulevard will be undertaken by others and is not included

2200 Park Ave. North

Winter Park, FL

32789-2355

Fax 407-644-8318

407-644-4068

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Mr. Jeff Macre

**Myrtle Creek Improvement District**

Re: Performance Drive Phase 3 ( $\pm 2,500$  lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection ( $\pm 1200$  lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)  
DWMA Job No. 17172.001 – 17172.041

Date: December 11, 2017, Revised December 18, 2017

Page 2 of 10

herein. If these services are requested, additional scope of services will be required. All terms and conditions will remain as set forth in the Original Agreement with contract with Myrtle Creek Improvement District dated September 8, 2003.

**SECTION A - BASIC SERVICES**

(Performance Drive Phase 3)

**PART I - PROFESSIONAL SURVEYING & MAPPING**

- A. SITE BOUNDARY AND TOPOGRAPHIC SURVEY REQUIRED FOR PRELIMINARY PLAT SUBMITTAL – Preparation of a site boundary and topographic survey (NAVD88 Datum) of the  $\pm 2,500$  lf Performance Drive Phase 3 project and Lake Nona Boulevard ( $\pm 600'$  in each direction from the intersection) required for the preliminary plat, final plat and engineering design prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. If during the preparation process, additional phases or revisions are required due to CLIENT changes, additional costs will be incurred that will be contracted separately. (Required for Preliminary Plat, Final Plat and Engineering Design Submittals.) 001 \$18,875.00
- B. PRELIMINARY PLAT – Preparation and submittal of a preliminary plat to the City of Orlando to support the final plat and engineering design for Performance Drive Phase 3. This line item includes submittal of the preliminary plat and supporting documents prepared by others to the City of Orlando. 002 \$8,725.00
- C. PRELIMINARY PLAT MEETINGS AND PROCESSING – Prepare for and attend meetings associated with the project preliminary plat process and process preliminary plat through City of Orlando. 003 \$2,500.00
- D. SITE BOUNDARY AND TOPOGRAPHIC SURVEY FOR FINAL PLAT SUBMITTAL – Preparation of a site boundary and topographic survey (NAVD88 Datum) for final plat submittals and final engineering design prepared in accordance with applicable State of Florida Standards of Practice as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17.05, Florida Administrative Code, per Section 472.027, Florida Statutes. As required by the City of Orlando, the surveys will be prepared to include the information

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**DONALD W. McINTOSH Associates, Inc.**

22001 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



Mr. Jeff Macre

**Myrtle Creek Improvement District**

Re: Performance Drive Phase 3 (±2,500 lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (±1 200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)

DWMA Job No. 17172.001 – 17172.0-41

Date: December 11, 2018, Revised December 18, 2017

Page 3 of 10

- within the title certificate provided to DWMA for the final plat submittal. If during the preparation process, additional phases or revisions are required due to CLIENT changes, additional costs will be incurred that will be contracted separately. (Required for final plat and engineering design submittals.) 004 \$6,765.00
- E. FINAL PLAT – Preparation of one record plat for Performance Drive Phase 3 for recording complete with installation of PRM's and PCP's (one time only) as required by state and local regulation(s); includes submittal of plat and supporting documents (prepared by others) to the City of Orlando. This line item does not include the platting of any stormwater ponds or offsite improvements. If during the preparation process, additional phases or revisions are required due to CLIENT changes, additional costs will be incurred that will be contracted separately. 005 \$12,150.00
- F. FINAL PLAT STAFF AND BOARD MEETINGS - Attendance at staff and board meetings, as well as coordination with CLIENT or CLIENT's consultants, regarding preparation and approval of the final plat for Performance Drive Phase 3. 006 \$2,500.00
- G. MISCELLANEOUS LEGAL DESCRIPTIONS AND SKETCHES - Prepare (5) miscellaneous legal descriptions for the following:
- New Parcel Boundaries
  - Stormwater Management Areas
  - Drainage Outfalls
  - Utilities, and
  - Others as needed
- The professional services will be billed on an hourly basis with an estimated fee (not to exceed without prior CLIENT authorization) of 007 \$5,000.00
- H. LOCATE UNDERGROUND UTILITIES AND SOFT DIG MEASUREMENTS – Locate underground utility lines along the project entry at Lake Nona Boulevard associated with the project engineering design as flagged by a utility locating service company retained by CLIENT to facilitate the final design of the entry road including the utility connections to the existing water, reuse water and sanitary force main within Lake Nona Boulevard. The underground utility locating Service Company retained by CLIENT will also soft dig each existing underground utility one time at Lake Nona Boulevard

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**DONALD W. McINTOSH Associates, Inc.**

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-1068 • FAX (407) 624-1831B



Mr. Jeff Macre

**Myrtle Creek Improvement District**

Re: Performance Drive Phase 3 ( $\pm 2,500$  lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection ( $\pm 1,200$  lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)  
DWMA Job No. 17152.001 - 17172.041

Date: December 11, 2017, Revised December 18, 2017

Page 4 of 10

at the project entry. DWMA will schedule a field appointment with the utility locating service company retained by CLIENT on a one-time basis for the purpose of locating the marked utility lines and the measurements at the soft dig locations along Lake Nona Boulevard. DWMA will show the approximate location of the underground utility lines per the horizontal and vertical markings as exposed and established by the utility locating service company retained by CLIENT. DWMA will be responsible only for the location of the flags and soft dig information as provided by the utility locating service company retained by CLIENT. Digging marked locations for verification and measuring depths by DWMA is not included. If it is determined that additional soft digs are required, additional fees will be required that will be contracted separately. DWMA is not liable for showing any utility lines not flagged by the locating company. 008

\$8,485.00

- |                                  |   |                    |
|----------------------------------|---|--------------------|
| I.                               | STAKE BORINGS – Stake out and obtain existing ground elevation for $\pm 16$ borings required for the engineering design. 009  | \$3,850.00         |
| J.                               | OFFSITE TOPOGRAPHIC SURVEY – Prepare offsite topographic survey for engineering design of the stormwater management areas and outfall locations. 010  | \$4,325.00         |
| K.                               | STAKE CENTERLINE CONTROL AND BENCHMARKS FOR CONTRACTOR – Final stake (one time) the proposed right-of-way centerline control points (i.e., PCs, PTs, etc.) and set site benchmarks for the construction of the project. 011 | \$1,100.00         |
| <b>SUBTOTAL SECTION A PART I</b> |   | <b>\$74,275.00</b> |

**SECTION B - BASIC SERVICES**

- Final Design Performance Drive Phase 3 ( $\pm 2,500$  LF)
- Design of Performance Drive Phase 3 and Lake Nona Boulevard Intersection Improvements
- Parcel 9 Stormwater and Utility Review
- Agency Permitting
- Lift Station Design

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**DONALD W. McINTOSH Associates, Inc.**

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4068 • FAX (407) 644-8318



Mr. Jeff Macre

**Myrtle Creek Improvement District**

Re: Performance Drive Phase 3 (±2,500 lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (±1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)

DWMA Job No. 17172.001 - 17172.041

Date: December 11, 2015, Revised December 18, 2017

Page 5 of 10

**PART I - CIVIL ENGINEERING**

- A. GEOMETRY BASEMAP – Preparation of a geometry basemap of Performance Drive Phase 3 intersection improvements at Lake Nona Boulevard and required stormwater management area for the project. 012 \$2,875.00
- B. SITE CONSTRUCTION DRAWINGS – Design, preparation and submittal of construction drawings and technical specifications for the site geometry, grading, paving, drainage, stormwater management and onsite utility services for Performance Drive Phase 3 (±2,500 lf). The civil engineering design includes:
- (a) review of conceptual plans for final design;
  - (b) review and calculations of required stormwater management for the project;
  - (c) review and calculations of required water, reuse water and sanitary facilities to service the project;
  - (d) final engineering design for the ±2500 lf road project with associated utilities and offsite stormwater management pond for this project and the abutting development parcels; and
  - (e) redesign of Lake Nona Boulevard for the required intersection improvements for Performance Drive Phase 3. (±1200 lf)
- 013 \$98,650.00
- C. PLAN PROCESSING – Process construction plans through the City of Orlando, Orlando Utilities Commission (OUC), Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD). 014 \$6,450.00
- D. FINAL DESIGN AND PERMITTING MEETINGS – Representation at staff meetings, negotiations, CLIENT and team meetings and public hearings associated with design and permitting. 015 \$4,450.00
- E. SFWMD ERP APPLICATION – Preparation and submittal of a South Florida Water Management District (SFWMD) permit application for an Environmental Resource Permit (ERP) for the onsite improvements and stormwater management area. 016 \$9,550.00
- F. ASSISTANCE WITH SFWMD DEWATERING PERMIT BY OTHERS – Provide assistance to CLIENT'S geotechnical engineer for the preparation and submittal of a South Florida Water Management District (SFWMD) dewatering permit. 017 \$2,000.00

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**DONALD W. McINTOSH Associates, Inc.**

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 2355 • (407) 614-4069 • FAX (407) 644-8318



Mr. Jeff Macre

**Myrtle Creek Improvement District**

Re: Performance Drive Phase 3 (±2,500 lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (±1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)  
DWMA Job No. 17172.001 – 17172.041

Date: December 11, 2017, Revised December 18, 2017

Page 6 of 10

- G. FDEP PERMIT APPLICATIONS - Preparation and submittal of Florida Department of Environmental Protection (FDEP) permit applications for onsite water distribution and wastewater collection systems. FDEP processing is included in Item "C". 018 \$2,455.00
- H. OPINION OF PROBABLE COSTS - Prepare and submit Engineer's Opinion of Probable Costs for both final engineering plan submittal and post construction cost estimate provision for the City of Orlando required bonding amounts. 019 \$4,600.00
- I. COORDINATE TRAFFIC, GEOTECHNICAL, LANDSCAPE AND IRRIGATION CONSULTANTS - Coordination of traffic, geotechnical, landscape and irrigation consultants. The professional services will be billed on an hourly basis with an estimated fee (not to exceed without prior CLIENT authorization) of 020 \$5,300.00
- J. OUC CONDUIT AND STREET LIGHT CONDUIT PLANS - Meetings, coordination, preparation and permitting of OUC electrical conduit plans. 021 \$5,700.00
- K. MASTER STORMWATER MANAGEMENT PLAN UPDATE - Preparation and submittal of the City required master stormwater plan update. 022 \$6,150.00
- L. MASTER UTILITY PLAN - Prepare and submit the City required updated master utility plans for water, sewer and reclaimed water services to modify the previous approvals. The utility plan update is required to demonstrate the impact of this project flow and ensure that services are compatible, as compared to the assumptions contained in the current approved Lake Nona Central Utility Master Plan. 023 \$5,850.00
- M. IRRIGATION AND ELECTRIC SLEEVE PLANS - Prepare irrigation and electric sleeve plans, including meetings, coordination of consultants, plan processing and distribution. 024 \$2,350.00
- Note: Telecom conduit construction drawings and processing are not included and if requested will be contracted separately.
- N. LIFT STATION DESIGN - Design, preparation and submittal of construction drawings and technical specifications for the lift station and force main. 025 \$9,600.00

**SUBTOTAL SECTION B PART I**

**\$165,980.00**

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**DONALD W. McINTOSH Associates, Inc.**

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789-2355 • (407) 644-4088 • FAX (407) 644-8318



Mr. Jeff Macre

**Myrtle Creek Improvement District**

Re: Performance Drive Phase 3 (±2,500 lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (±1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)  
DWMA Job No. 17172.001 – 17172.041

Date: December 11, 2017, Revised December 18, 2017

Page 7 of 10

**SECTION C - BASIC SERVICES**

Performance Drive Phase 3 (±2500 lf)

**PART I – CONSTRUCTION PHASE SERVICES**

- |    |   |     |             |
|----|---|-----|-------------|
| A. | PRECONSTRUCTION CONFERENCE - CITY - Attendance and coordination of City of Orlando project preconstruction conference.  | 026 | \$835.00    |
| B. | PRECONSTRUCTION CONFERENCE – OUC - Attendance and coordination of Orlando Utilities Commission (OUC) project preconstruction conference.  | 027 | \$750.00    |
| C. | SHOP DRAWING REVIEW - Review (one time) shop drawing information (limited to review for general conformance with the design intent and with information given in construction documents). Detailed geometric review along with means, methods, techniques, sequences or procedures of construction and all safety precautions is not included and remains Contractor's responsibility.  | 028 | \$6,560.00  |
| D. | CONTRACTOR PAY REQUESTS - Contractor payment requests, review and approvals (for construction related to DWMA designs) and pertinent site observation (based on an estimated construction schedule of eight (8) months with one visit per month for eight months).  | 029 | \$5,900.00  |
| E. | SITE VISITS – Make site visits for observation of materials, construction and testing of the entry road construction for the specific purpose of providing certifications listed below. Visits are to be at discretion of DWMA based on the direction of and on Contractor's submitted construction schedule for various elements. Schedule to be required and kept current by Contractor. Based on information provided by CLIENT to DWMA, it is anticipated the total duration of the construction activity for this project will be 8 months. The estimated fee is based on the above referenced 8 month civil construction schedule with approximately 4 site visits per month. If more than 32 site visits are required, each additional site visit will be billed per our rate schedule, as authorized by CLIENT. | 030 | \$17,600.00 |
| F. | FDEP CERTIFICATIONS – Provide Florida Department of Environmental Protection (FDEP) standard form certification of completion for potable water, sanitary sewer and/or re-use water permits. Contractor to provide information and testing as follows:  |     |             |

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Mr. Jeff Macre

**Myrtle Creek Improvement District**

Re: Performance Drive Phase 3 (±2,500 lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection (±1200 lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)  
DWMA Job No. 17172.001 – 17172.041

Date: December 11, 2017, Revised December 18, 2017

Page 8 of 10

- Water system pressure test
  - Water system bacteriological testing and reports
  - Reclaimed water system pressure test
  - Sanitary sewer system leakage testing/lamping/televising
  - Record drawings, signed by contractor
  - As-built drawings, signed by registered surveyor
- 031      \$5,520.00
- G. SFWMD CERTIFICATION – Provide certification as required by the South Florida Water Management District (SFWMD) permit conditions. Contractor's record drawings must be furnished to DWMA. If a substantial deviation exists between approved plans and record drawings, an as-built survey may be required (which would be additional services). 032      \$5,150.00
- H. FINAL PROJECT CERTIFICATION – Provide final project certification to the City of Orlando and coordination of lift station final approval. 033      \$7,100.00
- I. PROGRESS MEETINGS AND CONSTRUCTION ISSUES ASSISTANCE – Attend progress meetings and assist with construction issues for the construction of this portion of Performance Drive and the right-of-way improvements at Lake Nona Boulevard, preparation and maintenance of contractor activity logs, meeting attendance, contractor issues, assistance with bonding, expediting government processes, etc., if required. The professional services will be billed on an hourly basis with an estimated fee (*not to exceed without prior CLIENT authorization*) of 034      \$8,000.00
- J. CONTRACTOR CHANGE ORDER PROCESSING – Review and assistance with Contractor change orders. The professional services will be billed on an hourly basis with an estimated fee (*not to exceed without prior CLIENT authorization*) of 035      \$2,400.00
- K. CONTRACTOR RFI PROCESSING – Review and respond to Contractor Requests for Information (RFI). The professional services will be billed on an hourly basis with an estimated fee (*not to exceed without prior CLIENT authorization*) of 036      \$2,200.00
- L. CDD MATERIALS MANAGEMENT – Assistance with tracking and management of CDD-purchased construction materials. The

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Mr. Jeff Macre

**Myrtle Creek Improvement District**

Re: Performance Drive Phase 3 ( $\pm 2,500$  lf) Survey, Design, Redesign of Lake Nona Blvd. Intersection ( $\pm 1200$  lf) and Permitting and Construction Phase Services (South End of Performance Drive Phase 2 to Lake Nona Blvd.)  
DWMA Job No. 17172.001 – 17172.041

Date: December 11, 2017, Revised December 18, 2017

Page 9 of 10

	professional services will be billed on an hourly basis with an estimated fee (not to exceed without prior CLIENT authorization) of	037	\$5,600.00
M.	CONSULTANT COORDINATION – Coordination of geotechnical, hardscape, landscape and other consultants during construction phase of project. The professional services will be billed on an hourly basis with an estimated fee (not to exceed without prior CLIENT authorization) of	038	\$2,600.00
N.	RECORD DRAWINGS – Preparation of “Record Drawings” from contractor furnished as-built survey data. The professional services will be billed on an hourly basis with an estimated fee (not to exceed without prior CLIENT authorization) of	039	\$12,875.00
O.	SITE VISITS FOR RETESTING – Construction phase testing resulting from failures or no-shows, and therefore requiring additional site visits shall be additional services and will be billed on an hourly basis with an estimated fee (not to exceed without prior CLIENT authorization) of	040	\$1,850.00
P.	LIMITED AS-BUILT MEASUREMENTS – As deemed necessary by the DWMA Construction Observation Engineer, DWMA will survey limited as-built measurements of constructed infrastructure to provide information to the engineer necessary for the project certifications.	041	\$5,000.00
	Note: This proposal does not include assistance with National Pollutant Discharge Elimination System (NPDES) permit which will be processed by the CLIENT or prepared by others. If this item is requested it will be contracted separately.		
	<b>SUBTOTAL SECTION C PART I</b>		<b>\$89,940.00</b>
	<b>TOTAL SECTIONS A, B AND C</b>		<b>\$330,195.00</b>

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.

If you wish to accept this work authorization, please sign where indicated and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

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Mr. Jeff Macre

**Myrtle Creek Improvement District**

Re: Performance Drive Phase 3 ( $\pm 2,500$  ft) Survey, Design, Redesign of Lake Nona Blvd.  
Intersection ( $\pm 1200$  ft) and Permitting and Construction Phase Services  
(South End of Performance Drive Phase 2 to Lake Nona Blvd.)  
DWMA Job No. 17172.001 - 17172.041

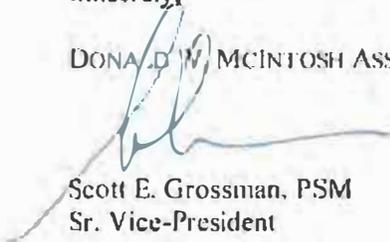
Date: December 11, 2017, Revised December 18, 2017

Page 10 of 10

Thank you for considering Donald W. McIntosh Associates, Inc.

Sincerely,

DONALD W. MCINTOSH ASSOCIATES, INC.

  
Scott E. Grossman, PSM  
Sr. Vice-President

Attachments: Exhibits (2)

SE/G/ls

APPROVED AND ACCEPTED

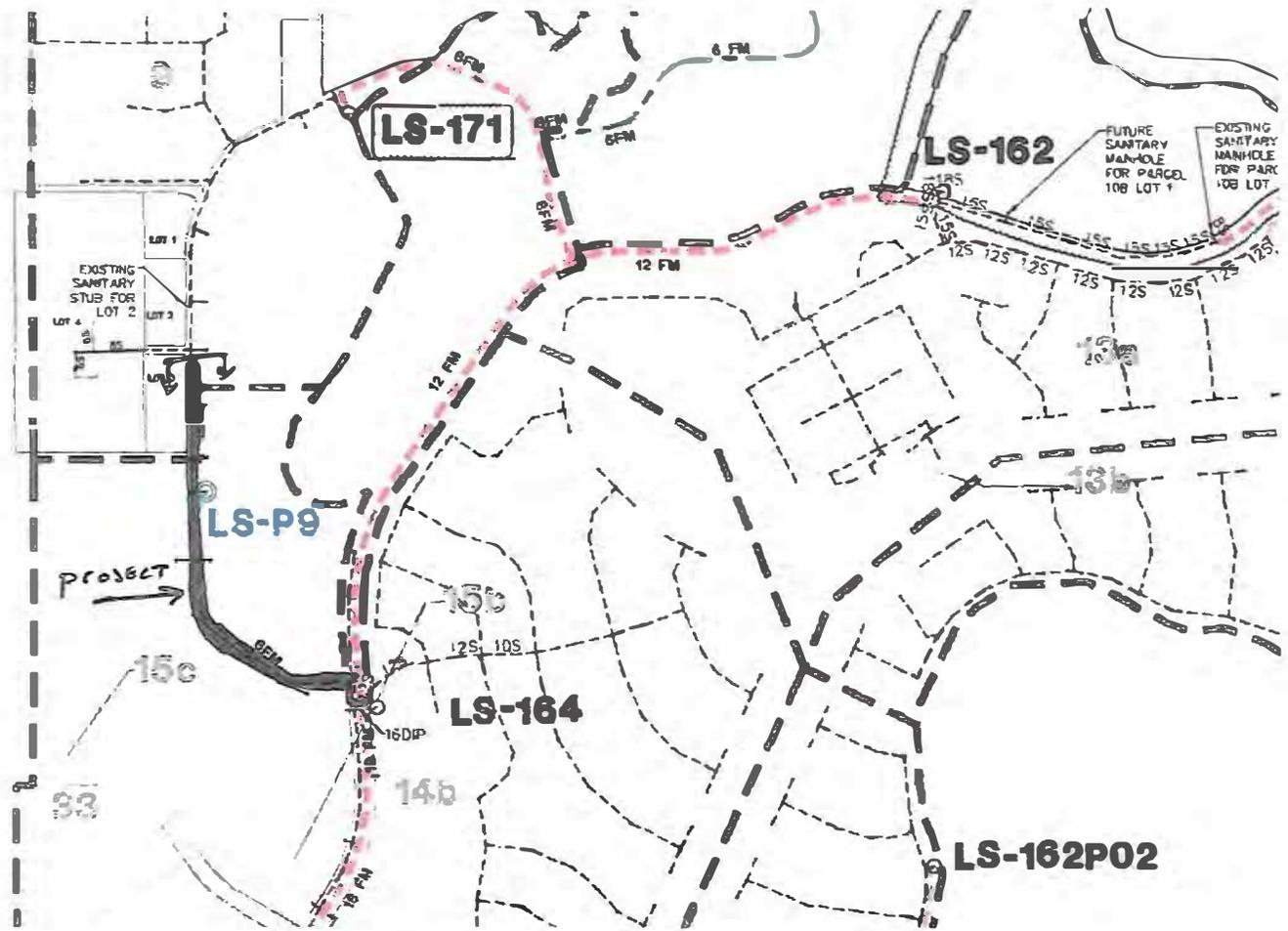
By: \_\_\_\_\_  
Authorized Representative of  
Myrtle Creek Improvement District

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

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.

**LIFT STATION SERVICE  
BOUNDARY**

MUD LAKE





MYRTLE CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization/ Proposed Services

Project Name: Performance Drive Phase 3

Brief Description: Geotechnical Engineering Investigation & Design Recommendations/Roadway

Name of Consultant /Vendor: DEVO Engineering

Is this work pursuant to an existing Agreement?  Yes  No

If so, name and date of Agreement: Service Agreement

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

Are the services required contemplated in the Capital Improvement  Yes  No

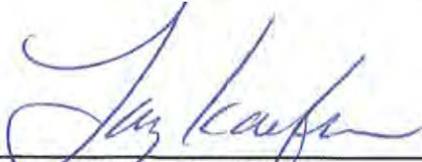
Is this a continuation of previously authorized work?  Yes  No

Proposal attached:  Yes  No

Form of Agreement Utilized: \_\_\_\_\_

Amount of Services: \$ 8,440.00

Recommendation:  Approve  Deny

By:  Date 12/18/17

Larry Kaufmann, Chairman  
Myrtle Creek Improvement District Construction Committee

- c: Joe MacLaren
- Jennifer Walden
- Tucker Mackie
- John Florio



*Date:* December 12, 2017

*Devo's Project No.:* Not Yet Assigned

*to:*

**MYRTLE CREEK IMPROVEMENT DISTRICT**

12051 Corporate Boulevard  
Orlando, Florida 32817

attention: **MR. JEFF MACRE, CHAIRMAN**

*Ref:*

Proposal For...

- ① Geotechnical Engineering Investigation & Design Recommendations,
- ② Roadway Underdrain Assessment
- ③ Dewatering Plan for...

**PERFORMANCE DRIVE PHASE 3 (2,500± LIN FT)**

*Lake Nona, City of Orlando, Florida*

Dear Mr. Macre:

This geotechnical engineering services proposal is for the following tasks:

- ① geotechnical engineering services for a) the roadway pavement structure (including minimum thicknesses of the pavement components) and b) the lift station structure;
- ② assessment of pavement areas which may require underdrains for high water table control (including underdrain detail for medians); and
- ③ dewatering plan as required by SFWMD.

Exhibit 1 shows the locations of the proposed nine roadway borings (RB-1 to RB-9) along the roadway alignment and the location of a lift station boring (LS-1), the latter location we understand still to be confirmed.

From review of the soil map units in Exhibit 1, there are no wetlands within the right of way which will require special investigation for muck.



Exhibit 1. Proposed test locations for Performance Drive Phase 3 Project (with soils map)

### **Objectives**

The objectives of this investigation are as follows:

- ▣ Provide geotechnical data within the roadway alignment and provide pavement subgrade preparation recommendations and material/thickness design for the various pavement layers, including soil suitability and any demucking-backfill recommendations.
- ▣ Estimation of the seasonal high water table for establishing site grades and ensuring adequate vertical separation to the surface infrastructure.
- ▣ Provide recommendations for excavation/dewatering of the lift station structure pit, preparation of the foundation subgrade, and backfill material, and compaction requirements. Other design inputs include lateral earth pressures acting on the structure, uplift forces due to hydrostatic pressure, and allowable bearing pressure. Soil corrosivity will also be addressed.
- ▣ Once the plans are developed, assess the stations where pavement underdrains may be required based on the calculated vertical separation between the seasonal high water table and the bottom of the roadway base course, taking into account the longitudinal roadway profile and transverse slopes.
- ▣ Prepare a dewatering plan (per SFWMD requirements) for the lift station structure and the roadway elements which will require dewatering.

## Scope Of Work

The following scope of field and laboratory work is proposed:

- Drill nine (9) hand auger borings to depths of up to 10 ft along the proposed roadway alignment with penetrometer measurements at 1 ft vertical increments.
- Install piezometers in all hand auger borings and measure the depth to stabilized water table in each borehole.
- Drill one (1) 30 ft deep SPT in the footprint of the lift station structure and install a shallow piezometer at this location
- Perform visual & tactile examination and classification of extracted soil samples.
- Three (3) fines fraction and natural moisture content tests on representative soil samples
- One (1) soil corrosivity test at the lift station structure

As with all Lake Nona projects, we assume that the boring locations will be staked in the field by DWMA ahead of our drilling. DWMA will also provide horizontal coordinates and elevation data (ft NAVD) at the staked test locations.

## Schedule

We estimate that we can complete this work within two (2) weeks of field stake out of the test locations, following notice to proceed. Please let us know if this schedule needs to be accelerated. DWMA will stake out the borings and provide elevations as per usual practice.

## Estimated Fees

Our estimated "Not to Exceed" fee for each of the key tasks are itemized below:

- ◆ Geotechnical field investigation and preparation of the report containing the geotechnical data and recommendations for pavement design and material/earthwork related specifications and the lift station is **\$5,740**, per the attached detailed itemization in Table 1.
- ◆ Pavement Underdrain Assessment: **\$800.00**
- ◆ SFWMD Dewatering Plan: **\$1,900**. {not including permit application fee}

The grand total fee estimate for the 3 tasks is: **\$8,440**.

**TABLE I. ITEMIZATION OF FEE FOR PERFORMANCE DRIVE PHASE 3**

<b>DESCRIPTION OF WORK ITEM</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>QUANTITY</b>	<b>TOTAL</b>
<b>GEOTECHNICAL FIELD SERVICES</b>				
Senior Engineering Technician for field coordination, reading stabilized water table in piezos, etc	hr	\$65.00	6.0	\$390.00
Mobilization of drill rig for SPT boring	sum	\$500.00	1.0	\$500.00
Standard Penetration Test (SPT) {0 to 50 ft range}	ft	\$13.00	30.0	\$390.00
Piezometer at lift station	ft	\$13.50	10.0	\$135.00
Hand auger borings with piezometers: 0 to 50 ft depth	ft	\$13.50	90.0	\$1,215.00
<b>GEOTECHNICAL LABORATORY TESTING SERVICES</b>				
Visual & tactile examination of soil samples	hr	\$50.00	2.0	\$100.00
Fines fraction & natural moisture content tests	each	\$45.00	3.0	\$135.00
Soil corrosivity test	each	\$250.00	1.0	\$250.00
<b>DATA INTERPRETATION, ANALYSES, COST ESTIMATES &amp; REPORT PREPARATION</b>				
Senior Engineer	hr	\$120.00	6.0	\$720.00
Project Geotechnical Engineer	hr	\$100.00	8.0	\$800.00
Senior-level CADD/GIS	hr	\$70.00	5.0	\$350.00
Junior Graphics Technician	hr	\$60.00	12.0	\$720.00
<b>ADMINISTRATIVE SUPPORT</b>				
Clerical/Technical Secretary	hr	\$35.00	1.0	\$35.00
<b>TOTAL FOR ALL TASKS . . . . .</b>				<b>\$5,740.00</b>

**CONTRACT AUTHORIZATION**

If this proposal is acceptable, please review and sign the contract authorization page in the Attachment.

We appreciate the opportunity to provide this proposal for your review and trust that it covers the work needed. Please feel free to contact us if there are any questions.

*Claudia Callahan*

Claudia Callahan, B.Sc.  
Senior Administrative Assistant

**AUTHORIZATION**

To authorize this proposal, please complete the information requested and return by mail or fax.

<b>TABLE A.1: AUTHORIZATION OF OFFER</b>	
This offer is authorized only when signed below otherwise it should be considered a draft.	
Authorization signature: <i>Devo Seereeram</i> Devo Seereeram, Ph.D., P.E. Owner	
To authorize this work, please complete the information below and return a copy of the executed authorization to:  Devo Seereeram, Ph.D., P.E. LLC 5500 Alhambra Drive Orlando, FL 32808 Phone: 407-290-2371; devo@devoeng.com	

<b>TABLE A.2: AUTHORIZATION BY CLIENT</b>	
Proposal Authorized on this	..... day of 2017
Authorized Signature .....	.....
Print Name & Title .....	.....
Company name. ....	.....
Company address. ....	.....
Company phone # .....	.....
Company fax # .....	.....
Cellular/mobile phone # .....	.....
E-mail address .....	.....

## TERMS & CONDITIONS OF AGREEMENT

Special terms and conditions (if any) and general conditions of this agreement are contained in the following tables.

<b>TABLE A.3: SPECIAL TERMS AND CONDITIONS OF AGREEMENT</b>	
1	
2	

<b>TABLE A.4: GENERAL CONDITIONS OF AGREEMENT</b>	
1	<p><b>PARTIES AND SCOPE OF WORK:</b> Devo Seereeram Ph.D., P.E. (hereinafter referred to as "Devo") shall be performing the work. "Work" means the specific geotechnical investigations, testing, and engineering or other service performed by Devo as set forth above. "Client" refers to the person or business entity ordering the work to be done by Devo. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said work. The ordering of work from Devo shall constitute acceptance of the terms of Devo's proposal and these General Conditions.</p>
2	<p><b>PAYMENT:</b> Invoices will be submitted upon completion of work or at monthly intervals for continuing projects. Payment terms are Net 30 Days, unless alternative arrangements are stated under the Specific Conditions. Charges at 1½% per month will be levied on invoices not paid within 30 days from invoice date. Client agrees to pay Devo's cost of collection of all amounts due and unpaid after 60 days, including court costs, reasonable attorney's fees, filing fees, and certified mail postage. Failure to make payment within 30 days of invoice shall constitute a release of Devo from any and all claims which Client may have, either in tort, or contract, and whether known or unknown at the time.</p>
3	<p><b>OBLIGATION TO PAY:</b> Devo will perform services under this agreement with professional skill and care. Devo does not guarantee Governmental or Regulatory Agency approval of Client's project. Client's obligation to pay for Devo's services is in no way dependent upon Client's ability to obtain financing, payment from third parties, approval of Government or Regulatory Agencies, or upon Client's successful completion of project.</p>

**TABLE A.4: GENERAL CONDITIONS OF AGREEMENT**

4	<p>ACCESS TO SITE: Client grants Devo the right of entry to the project by Devo, his employees, agents, and subcontractors in order to perform the services under this agreement. If the Client does not own the project, Client warrants and represents to Devo that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Devo.</p> <p>Devo shall take reasonable measures and precautions to minimize damage to the project site from Devo's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Devo for reimbursement or hold Devo liable or responsible for any alteration or damage required to perform our scope of work. Should the Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and defend Devo against any claims by the owner or persons having possession of the site through the owner which are related to such alteration or damage.</p> <p>Devo has not included in his fee the cost of restoration of damage which may occur. If Client desires or requires Devo to restore the site to its former condition, Devo will, upon written request, perform additional work as is necessary to do so and the Client agrees to pay Devo the cost thereof.</p>
5	DAMAGE TO EXISTING MAN-MADE OBJECTS: deleted.
6	SAMPLE DISPOSAL: Unless otherwise agreed, laboratory test specimens or samples will be disposed immediately upon completion of the test. All samples or specimens collected from soil borings will be disposed sixty (60) days after submission of Devo's report.
7	WARRANTY AND LIMITATION OF LIABILITY: Devo's geotechnical engineering services will be performed in accordance with his proposal and with generally accepted principles and practices. In performing his professional services, Devo will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of his profession. This warranty is in lieu of all other warranties and representations, either express or implied. Statements made in Devo's reports are opinions based on engineering judgement and are not to be construed as representations of fact.
8	INDEMNITY: Subject to the foregoing limitations, Devo agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs, and expenses, including reasonable attorney's fees and court costs arising out of Devo's negligence to the extent of Devo's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Devo, the party initiating such action shall pay to Devo the costs and expenses incurred by Devo to investigate, answer and defend it, including reasonable attorney's fees, witness fees, and court costs to the extent that Devo shall prevail in such a suit.
9	THIRD PARTY RELIANCE: The services under this Agreement are being performed for and on behalf of the Client for the Client's exclusive use. Devo assumes no responsibility for third party use of or reliance on Devo's findings, opinions, conclusions, or recommendations unless such use or reliance by Third Parties is authorized in writing by Devo.
10	ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties, undertakings made other than as set forth herein. This agreement may be modified only in writing, signed by each of the parties hereto.
11	CANCELLATION: This contract is cancellable by either party at any time for any reason. Work performed to the time of notice shall be paid as interpolated within and defined by the contract. All such work shall become the property of the Client upon such payment.



MYRTLE CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization/ Proposed Services

Project Name: Horizontal Utility Locating - Performance Dr. Ph. 3

Brief Description: 2D Ground Penetrating Radar (GPR) and Electromagnetic Method

Name of Consultant /Vendor: CFL Geological Solutions

Is this work pursuant to an existing Agreement? ✓ Yes NO

If so, name and date of Agreement: Service Agreement / Funding 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:       

Amount of Services: \$ 8,735.00

Recommendation: ✓ Approve        Deny

By:   
Larry Kaufmann, Chairman  
Myrtle Creek Improvement District Construction Committee

Date 12/18/17

- c: Joe MacLaren
- Jennifer Walden
- Tucker Mackie
- John Florio



# Services Proposal

Geological Solutions

Date: 12/8/17  
Client: Myrtle Creek Improvement District, 12051 Corporate Blvd, Orlando, FL 32817  
Attn: Mr. Jeff Macre, Chairman  
E-Mail: Scott Grossman, Donald W. McIntosh Associates, Inc. [sgrossman@dwma.com](mailto:sgrossman@dwma.com)  
Project: Lake Nona – Performance Drive Phase 3, Lake Nona Blvd, Orlando, FL

CFL is providing a Services Proposal based upon scope of services requested by Scott Grossman of D. W. McIntosh Associates, may be subject to change should the requirements change, is valid for thlrty (30) days from date of proposal, and is Non-Transferrable.

### SCOPE OF SERVICES:

#### Horizontal Utility Locating: 2D Ground Penetrating Radar (GPR) and Electromagnetic Method

- CFL will horizontally locate underground utilities from 20' west of the west right-of-way line to the east edge of pavement on the northbound lanes of Lake Nona Blvd. The locate area is outlined in red on the attached Orange County Property Appraiser's Map provided by Scott Grossman. The length of the project is approximately 1,300 feet.
- CFL's scope of services does not include the locating of vacant conduits, gravity sewer, storm lines, or irrigation lines.
- CFL will provide a technician's field drawing of the located utilities. See Item C for Field Drawing Information.
- Upon project approval, D.W. McIntosh will provide CFL with a copy of the engineering plans.

#### Vertical Excavations – Dirt Soft Digs

- CFL will vertically expose (dirt soft digs) horizontally located utilities within sites to be designated by D.W. McIntosh. See Item E for Soft Dig Information/Limitations.

### COSTS: Weekday Daytime Rates

Horizontal Locating:-----\$6,235.00  
 Vertical Excavations – Up to 10 Dirt Soft Digs -----\$2,500.00\*

\*Soft Digs over 10 will be invoiced at \$250.00 per hole.

Executed Proposal or Issued Purchase Order/Contract by client authorizes CFL to perform the number of soft digs requested by D.W. McIntosh Associates.

### PAYMENT:

- A Lump Sum invoice will be submitted via e-mail to client upon completion of locate work.
- Lump Sum amount is due in full with no job retainage.
- Payments not received within 30 days of date of invoice may result in legal actions.

**SCHEDULE:** A work start date will be provided upon receiving the executed Services Proposal or Purchase Order.

### AUTHORIZATION:

- Signature below or issued Purchase Order/Contract: Client legally authorizes CFL to proceed with the project.
- Signature below or issued Purchase Order/Contract: Client acknowledges that scope of services, compensation, payment terms, and terms and conditions provided in this Services Proposal are accepted.

<b>AUTHORIZATION TO PROCEED:</b>	
E-Mail Executed Services Proposal or Purchase Order/Contract to: <a href="mailto:sandy@cfl-inc.com">sandy@cfl-inc.com</a> and <a href="mailto:contracts@cfl-inc.com">contracts@cfl-inc.com</a>	
Myrtle Creek Improvement District	Date: _____
By: _____ Authorized Agent's Signature	Printed Name: _____ Printed Name of Authorized Agent
PROJECT NUMBER: _____	
E-MAIL ADDRESS FOR INVOICE: _____	

Central Florida Locating, Inc.  
 Associate Member of the Sunshine State One Call of Florida  
 Corp Office (352) 793-4246 Fax (352) 793-8675  
 South Florida (239) 226-4262  
[cfl-inc.com](http://cfl-inc.com)





**(A) LIMITS OF GPR AND ELECTROMAGNETIC SERVICES: If Services are Provided**

CFL will make every effort to horizontally detect the underground utilities, objects or voids described in the Scope of Work or as requested at the time of work within the designated work area(s). However, CFL cannot mark utilities/objects/voids that are undetectable. Therefore, CFL cannot guarantee that all subsurface utilities/objects/voids will be accounted for. Locate limitations that CFL will not be held liable for include but are not limited to:

- **GROUND PENETRATING RADAR (GPR):**
  - GPR investigations are highly site specific and can be limited by attenuation of GPR signals by subsurface materials.
  - GPR investigations are limited by uneven terrain conditions, bushes, trees, debris, etc.
  - All vertically stacked utilities/objects may not be detected since GPR signals are reflected by the top most utility/object.
  - Some utilities/objects may not return a reflected signal to the GPR receiver.
  - GPR scans cannot be made immediately next to buildings/objects due to equipment restrictions.
  - Pipes with little or no liquid content at time of locate work may not be detected with GPR.
- **ELECTROMAGNETIC LOCATING :**
  - The number of access points within designated locate area(s) may be limited or non-existent.
  - Utility or property owner may restrict or deny the use of utility access points.
  - Utility may not adequately carry the imposed current from the electromagnetic locate equipment.
  - Fiber & other non-metallic lines with no or non-working tracer wire are untoneable with electromagnetic locate equipment.

**(B) DESIGN ENGINEER and CONTRACTORS**

Due to locate limitations, the client's/owner's Design Engineer is expected to gather and identify existing facility information from various prints and underground facility owners/operators to confirm that no other subsurface utilities/objects are present in the project area, and Contractors are responsible to abide by Florida Statutes 556.106 - Sunshine 811.

**(C) FIELD DRAWINGS/PRINTS/REPORTS**

CFL is not liable for any print, survey, field drawing or report that identifies or fails to identify CFL detected utilities or objects. CFL field drawings represent the requested scope of services within designated area(s) as of date of work; may not reflect a comprehensive utility survey of all subsurface utilities/objects; are not technical drawings created by a professional such as a surveyor, engineer, or draftsman; are not drawn to scale and only depict an approximate location of referenced utilities/objects; are not created based on any type of drawing standards; and are for informational purposes only.

**(D) MACHINE DEPTHS: If Service is Provided**

Machine depths are approximate readings, are not guaranteed depths, are provided for informational purposes only, and should not be relied upon for any type of subsurface work. CFL will not accept any responsibility for actions taken based on provided machine depths.

**(E) VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service is Provided**

Soft Digs are made within grassed or otherwise unpaved surface conditions to a maximum depth of approximately 8 feet to determine the depth of the utility/object. If requested, CFL also will provide the size and material type. Soft Dig vertical depth measurements are made from the top of each exposed utility/object to the ground surface. The vertical depth range and visual inspection ability is dependent on events such as ground water level. Client must obtain/provide CFL with any required soft dig permits before soft dig work is performed. Client will be responsible for any permitting soft dig fines assessed by governing agency.

**(F) CORE BORE WITH VERTICAL EXCAVATION (DIRT SOFT DIG): Information/Limitations: If Service is Provided**

A Core Bore is made in asphalt or concrete to vertically expose a utility/object to determine the depth of the utility/object from the top of the utility/object to the pavement surface. Vertical excavation limits apply (See Item E). Test hole will be backfilled with like materials compacted in 6" lifts or with a flowable fill mixture. The current asphalt thickness will be replaced with double asphalt thickness. Asphalt/Concrete Core Bore Permits are to be furnished to CFL by the client prior to work being scheduled. Client is responsible for cost of all permits, MOT, Traffic Control, and any permitting fines assessed by governing agency.

**(G) DIRECT PUSH SOIL SAMPLING: Information/Limitations: If Service is Provided**

Direct Push Soil Sampling limitations that CFL will not be held liable for include but are not limited to:

- Direct push rods may not penetrate to desired depth due to subsurface sediment and/or material hardness.
- Direct push rods may not penetrate through consolidated sediment, rock and/or debris.

**(H) CERTIFICATE OF INS (COI): New/Revised COI Requests – Billable Ins Endorsements Will Be Added to Project Cost**

- CFL's SAMPLE COI is attached for client's review. If requested, a COI will be issued to client.
- All additional endorsements must be requested in writing by client before contract is executed & work performed.

Central Florida Locating, Inc.  
Associate Member of the Sunshine State One Call of Florida  
Corp Office (352) 793-4246 Fax (352) 793-8675  
South Florida (239) 226-4262  
cfl-inc.com



**OCPA Web Map**

Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Turnpike	Public Roads	Brick Road	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Parks	Hospital
		Lot Line			
		Residential			
		Agricultural			



**LOCATE ALL UTILITIES FROM 20' WEST OF THE WEST R/W LINE TO THE EAST EDGE OF PAVEMENT ON THE NORTHBOUND LANES**

**MYRTLE CREEK  
IMPROVEMENT  
DISTRICT**

Resolution 2018-02,  
Election of Officers



**MYRTLE CREEK  
IMPROVEMENT  
DISTRICT**

Amended & Restated Personnel Leasing Agreement  
with Tavistock Development Management, LLC

## PERSONNEL LEASING AGREEMENT

**THIS PERSONNEL LEASING AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into this \_\_\_ day of January, 2018, by and between **Tavistock Development Management, LLC**, a Florida limited liability company (hereinafter referred to as “Lessor”), and the **Myrtle Creek Improvement District**, a special-purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (hereinafter referred to as “Lessee” or “District”).

### RECITALS

**WHEREAS**, the District is responsible for maintaining certain infrastructure improvements within and about the boundaries of the District, which include landscaping and irrigation; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, Fishkind & Associates, Inc. (referred to herein as the “District Manager”) is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

**WHEREAS**, this Agreement is intended to replace in its entirety that certain *Personnel Leasing Agreement* dated January 28, 2008; and

**WHEREAS**, the District desires to enter into a lease agreement with Lessor to provide certain personnel to assist the District Manager and the district engineer, Donald W. McIntosh Associates, Inc. (“District Engineer”), with the administration of the District’s landscape and irrigation maintenance contract(s) (“Maintenance Contract”); and

**WHEREAS**, Lessor agrees to provide such a person who may work under the direction of the District Manager from time to time under such terms as are detailed below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**1. RECITALS.** The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

**2. LEASE OF PERSONNEL.** For and in consideration of the compensation described in Section 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual, acceptable to Lessee, for whatever sufficient time each week is necessary to complete the work (herein referred to as the “Administrator”). The Administrator’s salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may replace the individual or individuals serving as Administrator; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Administrator and shall notify

Lessee of the replacement in writing. The initial Administrator shall be Stephen Flint and Scott Gasaway, each individually shall be considered an Administrator for purposes herein.

**3. DUTIES.** The Administrator shall work for the benefit of the District and shall be responsible for performing such duties related to administration of the Maintenance Contract as directed by the District Manager. Specifically, the Administrator's duties shall include, but not be limited to, reviewing all maintenance performance, field conditions, and pay requests and ensuring that the proper processes are followed and documentation obtained pursuant to the requirements of the Maintenance Contract. The Administrator shall obtain such documentation from contractors and vendors related to payments tendered and work performed, as requested by the District from time to time. Lessor acknowledges the District is subject to certain prompt payment responsibilities required by law. In no event shall the actions or omissions of the Administrator result in a breach by the District of its prompt payment responsibilities.

**4. TERM.** The term of this Agreement shall be for a one (1) year renewable period commencing as of the date written above (the "Commencement Date"). This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

**5. OFFICE SPACE AND SUPPORT SERVICES.** Lessor shall provide the Administrator such supplies or support as shall be reasonably necessary for the Administrator to render services on behalf of Lessee in accordance with this Agreement all at no cost to Lessee.

**6. COMPENSATION.**

**A.** For and in consideration of the lease of the services of the Administrator to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor one hundred dollars (\$100.00) per month. Payment shall occur monthly and within thirty days of presentation of an invoice by Lessor. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as Administrator. In no event shall this Agreement be construed as an employment agreement between the Administrator and Lessee, or between Lessor and Lessee.

**B.** The parties agree and covenant that any change in services or compensation under this Agreement shall reference this section of this Agreement in a writing signed by both parties hereto, approved by the District's Board of Supervisors.

7. **CONTROL OF ADMINISTRATOR.** All services required to be rendered by the Administrator hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager.

8. **RELATIONSHIPS.** Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other, and neither shall have the power to bind or obligate the other. Lessor and Lessee acknowledge and agree that the Administrator shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Administrator, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Administrator.

9. **PREVAILING PARTY.** If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. **JURY WAIVER.** The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. **FORCE MAJEURE.** Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

12. **NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. **If to Lessor:** Tavistock Development Management, LLC  
6900 Tavistock Lakes Boulevard, Suite 200  
Orlando, Florida 32827

B. **If to District:** Myrtle Creek Improvement District  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300

Tallahassee, Florida 32301  
Attn: Tucker F. Mackie

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**13. INDEMNIFICATION.** Lessor agrees to indemnify and hold the Lessee harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Administrator.

**14. LIMITATIONS ON LIABILITY PRESERVED.** Lessor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

**15. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**16. FURTHER ACTIONS.** Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably required in order to accomplish the purposes of this Agreement.

**17. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**18. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**19. PUBLIC RECORDS.** Lessor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

**20. WAIVER.** No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

**21. UNENFORCEABILITY.** If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

**22. SURVIVAL OF TERMS.** The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

**23. CAPTIONS.** The captions used herein are inserted only as a matter of convenience, and are not to be used in the interpretation of any provision hereof.

**24. ENTIRE AGREEMENT; BINDING EFFECT.** Except as to modifications made under Section 6(C), above, this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party. Any purported assignment without such prior written consent is void.

**25. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties execute this Agreement the day and year first written above.

Attest:

**MYRTLE CREEK IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
By: \_\_\_\_\_ e \_\_\_\_\_

Its: \_\_\_\_\_

**TAVISTOCK DEVELOPMENT MANAGEMENT, LLC**, a Florida limited liability company

Witness:

\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_ e \_\_\_\_\_

Its: \_\_\_\_\_

**MYRTLE CREEK  
IMPROVEMENT  
DISTRICT**

Ratification of  
Operation & Maintenance Expenditures  
Paid in December 2017 in an  
amount totaling \$81,567.47

# MYRTLE CREEK IMPROVEMENT DISTRICT

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

## Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from December 1, 2017 through December 31, 2017. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$81,567.47**

Approval of Expenditures:

---

\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ e Assistant Secretary

Myrtle Creek Improvement District  
AP Check Register (Current by Bank)

Check Dates: 12/1/2017 to 12/31/2017

Check No.	Date	Status	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3223	12/13/17	P	ALLEN	Allen E Smith Ranch & Farming	\$980.00
3224	12/13/17	P	BVLS	BrightView Landscape Services	\$650.75
3225	12/13/17	P	DTUBBS	Donald Maurice Tubbs	\$200.00
3226	12/13/17	P	DONMC	Donald W. McIntosh Associates	\$200.00
3227	12/13/17	P	FISH	Fishkind & Associates, Inc.	\$3,437.29
3228	12/13/17	P	JMACRE	Jeff Macre	\$200.00
3229	12/13/17	P	KSHENA	Kamalakar Shenai	\$200.00
3230	12/13/17	P	KSCHOL	Kyle Scholl	\$200.00
3231	12/13/17	P	MLM	Michael's Lighting Maint.	\$81.25
3232	12/13/17	P	TRUSTE	US Bank as Trustee for Myrtle	<del>-\$213,815.23</del>
3233	12/13/17	P	BVLS	BrightView Landscape Services	\$31,369.49
3234	12/13/17	P	FISH	Fishkind & Associates, Inc.	\$5,284.93
3235	12/13/17	P	OCPA	Orange Cnty Property Appraiser	\$1,432.00
3236	12/19/17	P	AWC	Aquatic Weed Control, Inc.	\$325.00
3237	12/19/17	P	BVLS	BrightView Landscape Services	\$17,923.75
3238	12/19/17	P	GRAU	Grau and Associates	\$23.00
3239	12/19/17	P	HGS	Hopping Green & Sams	\$1,669.39
3240	12/19/17	P	ORLSEN	Orlando Sentinel	\$200.67
3241	12/19/17	P	TRUSTE	US Bank as Trustee for Myrtle	<del>-\$47,772.48</del>
3242	12/19/17	P	VENTUR	VenturesIn.com	\$105.00
BANK SUN REGISTER TOTAL:					<u>\$326,070.23</u>
GRAND TOTAL :					<u>\$326,070.23</u>

Debt service

DS

DS 326,070.23  
 ↓  
 BCID 128.23  
 ↓  
 OUL 6,698.17  
 BCID 1,957.27  
 BCID 8,301.28  
 [ 81,567.47 \*

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

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #325

10/13/2017

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>BrightView Landscape Services</b>			
	Hurricane Repair of Trees & Branches	5446478	\$ 8,874.00	FY 2017
	Controller #16 Repair	5446761	\$ 110.00	FY 2017
	Controller #4 Repair	5446765	\$ 228.50	FY 2017
	Controller #5 Repair	5446768	\$ 110.25	FY 2017
<b>TOTAL</b>			<b>\$ 9,322.75</b>	

  
\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson

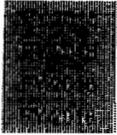
  
10/14/17

RECEIVED OCT 19 2017

**MYRTLE CREEK IMPROVEMENT DISTRICT**

**Payment Authorization #326**

10/20/2017

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>BrightView Landscape Services</b> October Landscape Maintenance	5460365	\$ 17,740.00	
2	<b>Fishkind &amp; Associates</b> DM Fee & Reimbursables: October 2017 Reimbursables: September 2017	21489 21489	\$ 5,124.33 \$ 160.60	 FY 2017
3	<b>Orange County Property Appraiser</b> FY 2018 Assessment Administrative Fee	1163	\$ 1,432.00	
4	<b>Supervisor Fees - 10/17/2017 Meeting</b> Jeff Macre Donald Tubbs Kyle Scholl Bob daSilva	-- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00	
<b>TOTAL</b>			<b>\$ 25,256.93</b>	

*pd in Nov.*

  
\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson

  
10/20/17

RECEIVED OCT 26 2017

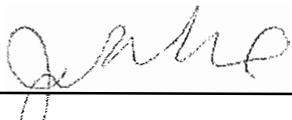
MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #327

10/27/2017

Paid in  
Nov < 2

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	BrightView Landscape Services Hurricane Tree Straightening	5476945	\$ 1,420.00	FY 2017
2	Donald W McIntosh Associates Engineering Services Through 10/06/2017	34232	\$ 300.00	FY 2017
TOTAL			\$ 1,720.00	

  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson

  
10/29/17

RECEIVED NOV 03 2017

**MYRTLE CREEK IMPROVEMENT DISTRICT**

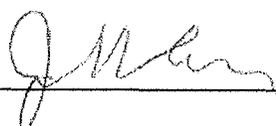
**Payment Authorization #328**

11/3/2017

*pd in Nov.*

*pd in Nov.*

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Aquatic Weed Control</b> November Waterway Service	19666	\$ 325.00	FY 2018
2	<b>BrightView Landscape Development</b> Hurricane Clean Up	5484526	\$ 2,886.74	FY 2017
3	<b>Michael's Lighting Maintenance</b> Night Lighting Check 10/28/2017	5147	\$ 81.25	FY 2018
4	<b>OUC</b> Acct: 4782400001 ; 09/01/2017 - 10/02/2017	--	\$ 1,702.34	FY 2017
5	<b>Scott Randolph, Tax Collector</b> FY18 Non-Ad Valorem Assessment: 7992 LNB	--	\$ 123.22	FY 2018
6	<b>VenturesIn.com</b> November Application Hosting	43349	\$ 105.00	FY 2018
<b>TOTAL</b>			<b>\$ 5,223.55</b>	

  
\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson

*Jay Carter*  
*11/4/17*

RECEIVED NOV 04 2017

**MYRTLE CREEK IMPROVEMENT DISTRICT**

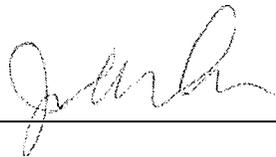
**Payment Authorization #329**

11/10/2017

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Boggy Creek Improvement District</b>			
	September 2017 (2) ICM Expenses	ICM2017-12(2)	\$ 128.23	FY2017
	October 2017 ICM Expenses	ICM2018-01	\$ 6,698.17	<del>FY 2018</del>
2	<b>Hopping Green &amp; Sams</b> General Counsel Through 09/30/2017	96869	\$ 768.25	FY 2017
3	<b>Orlando Sentinel</b> Legal Advertising Through 10/31/2017	OSCM336509	\$ 253.17	<del>FY 2018</del>
4	<b>US Bank</b> Trustee Fees	4799352	\$ 8,361.40	<del>FY 2018</del>
<b>TOTAL</b>			<b>\$ 16,209.22</b>	

*pd. online  
12/13/17*

*pd in  
Nov.*



Secretary/Assistant Secretary

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Chairperson

*Jay Cal  
11/12/17*

RECEIVED NOV 12 2017

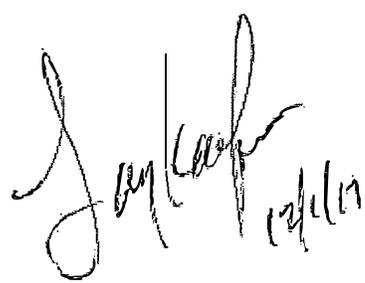
**MYRTLE CREEK IMPROVEMENT DISTRICT**

**Payment Authorization #331**  
11/30/2017

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	<b>Allen E Smith Ranch &amp; Farming</b> Hurricane Tree Removal	3369	\$ 980.00	FY 2017
2	<b>BrightView Landscape Services</b> Controller #7 Repair	5489047	\$ 503.75	FY 2018
	Controller #6 Repair	5489048	\$ 36.75	FY 2018
	Irrigation Repair	5489058	\$ 110.25	FY 2018
3	<b>Donald W McIntosh Associates</b> Engineering Services Through 11/03/2017	34346	\$ 200.00	FY 2018
4	<b>Fishkind &amp; Associates</b> DM Fee & Reimbursables: November 2017	21674	\$ 3,437.29	FY 2018
5	<b>Michael's Lighting Maintenance</b> Night Lighting Check - 11/25/2017	5317	\$ 81.25	FY 2018
6	<b>Supervisor Fees - 11/21/2017 Meeting</b> Jeff Macre	-	\$ 200.00	FY 2018
	Kam Shenai	-	\$ 200.00	FY 2018
	Donald Tubbs	-	\$ 200.00	FY 2018
	Kyle Scholl	-	\$ 200.00	FY 2018
<b>TOTAL</b>			<b>\$ 6,149.29</b>	

  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson



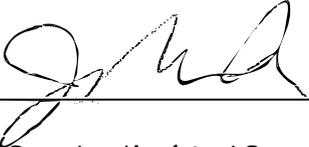
RECEIVED DEC 04 2017

## MYRTLE CREEK IMPROVEMENT DISTRICT

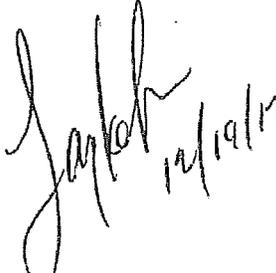
Payment Authorization #332

12/8/2017

Item No.	Payee	Invoice Number	General Fund
1	<b>Aquatic Weed Control</b> December Waterway Service	20505	\$ 325.00
2	<b>BrightView Landscape Services</b> Clock CAC001 Repair	5521913	\$ 183.75
3	<b>Hopping Green &amp; Sams</b> General Counsel Through 10/31/2017	97222	\$ 1,669.39
4	<b>Orlando Sentinel</b> Ad: 5277672 Through 11/30/2017	OSCM344111	\$ 200.67
5	<b>OUC</b> <i>pd online 12/13/17</i> Acct: 4782400001 ; Service 10/02/17 - 11/01/17	--	\$ 1,957.27
6	<b>VenturesIn.com</b> December Application Hosting	43405	\$ 105.00
<b>TOTAL</b>			<b>\$ 4,441.08</b>

  
 \_\_\_\_\_  
 Secretary/Assistant Secretary

\_\_\_\_\_  
 Chairperson

  
 \_\_\_\_\_  
 12/19/17

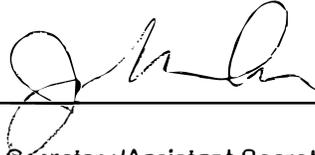
RECEIVED DEC 19 2017

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #333

12/15/2017

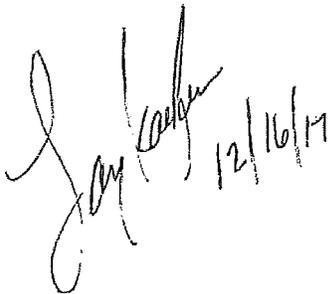
Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District November ICM Expenses <i>pd online 12/19/17</i>	ICM2018-02	\$ 8,301.28
2	BrightView Landscape Services December Landscape Maintenance	5535709	\$ 12,740.00
3	Grau and Associates Confirmation.com Fee	--	\$ 23.00
TOTAL			\$ 26,064.28



Secretary/Assistant Secretary

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Chairperson



*12/16/17*

RECEIVED DEC 16 2017

**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 Extension – Phase 3

Brief Description: Landscape & Irrigation Design

Name of Consultant / Vendor: GAI Consultants - Community Solutions Group

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: \$ 16,500.<sup>00</sup>

Recommendation:  Approve  Deny

By:  1/13/18  
Larry Kaufmann, Chairman  
Myrtle Creek Improvement District Construction Committee

- c: Joe MacLaren
- Jennifer Walden
- Tucker Mackie
- Jeffrey Newton

January 9, 2018

**COMMUNITY  
SOLUTIONS  
GROUP**

Planning | Urban Design  
Landscape Architecture  
Community Development

Ms. Patrice Ragusa  
Tavistock Development Company  
6900 Tavistock Lakes Blvd, Suite #200  
Orlando, FL 32827

**Proposal for Professional Services  
Lake Nona - Performance Drive PH 3  
Myrtle Creek Improvement District Streetscape  
Landscape Architectural Services  
Orlando, Florida**

Dear Patrice:

Per your email request on December 21, 2017, GAI Consultants, Inc. is submitting this Proposal to Lake Nona, LLC for Landscape Architectural Services for the development of the Myrtle Creek Improvement District Streetscape.

**Project Understanding**

The site is located in the City of Orlando, Florida within the mixed-used district of Lake Nona. The site includes the Myrtle Creek Improvement District design for Performance Drive PH 3 from Performance Drive PH 2 to Lake Nona Blvd Section 1, refer to attached Exhibit for the project scope limits provided by the Client.

The Scope of Work includes schematic design through construction observation for this portion of the Performance Drive PH 3 Streetscape design, including landscape, hardscape, irrigation and electrical design.

- This District funded roadway will be funded by The Myrtle Creek Improvement District (MCID)
- The overall site plan is included with roadway design engineering bases to be forthcoming by Donald W. McIntosh Associates (DWMA).
- This Scope of Work only includes 2,500 Linear Feet of roadway with parkways and median islands similar to what has been previously constructed areas of Performance Drive Phase 2.
- The area also has a lift station closer to the Lake Nona Blvd. tie-in that will require landscape screening and irrigation.
- Ties to the existing areas west are important to this design.
- The main roadway at the eastern tie-in is Lake Nona Blvd. Section 1, which has parkway landscaping at 7.5' side and a median island of side for most of the roadway. An asphalt trail of 10' wide will occur. Eventual 6' wide sidewalk will be constructed as the adjacent parcels are built out.
- There will need to be demolition and repair plans for the tie-in and interfaces at Lake Nona Blvd. Section 1.

GAI Consultants, Inc.  
618 East South Street  
Suite 700  
Orlando, Florida 32801

T 407.423.8398  
gaiconsultants.com

- Lighting cadence of layout of street lights for OUC, and coordination with the storm drainage inlets and other utilities along with sight line clearances need to be a part of the design and through CD's.
- Irrigation consultant will need to conform to Myrtle Creek Standard utilizing the Rainbird materials products and specifications that will be provided at the commencement of the work.

### Project Coordination

In addition to the specific services detailed below (the "Scope of Services"), GAI will coordinate our work with the Client's representative and the Client's project team, monitor the project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress.

### Base Data

The Client will provide GAI with the following data that GAI will incorporate into the development of base plans prior to beginning design work. GAI will rely on all information supplied by the Client as accurate and correct. Additional work required due to inaccurate, incorrect, or incomplete information supplied by the Client will be completed as an Additional Service.

- Boundary
- Topography
- Site survey
- Tree survey

### Subconsultants

Additional Professionals working on the project under contract to GAI include the following. The Client hereby acknowledges and agrees that GAI will assume responsibility for the coordination of work produced by any subconsultants to GAI. However, the Client acknowledges and agrees that GAI does not bear any responsibility or liability for the technical accuracy of work prepared or services rendered by others including our subconsultants.

Team Member	Service
Computerized Design Services	Irrigation Design
Clear Engineering, LLC	Electrical Design and Engineering

### Task 1 – Schematic Design Refinement Stage (30% CD's)

- Schematic Design Options for site landscape planting streetscape layout of the roadway areas.
- Provide cross-section sketches of the planting design coordinated with the civil roadway cross sections
- Coordination of base refinements and utilities
- Definition of time with a schedule of what it will take to complete work and anticipated approval processing with all Agency and Owner comments addressed and completed.
- The survey gathering and demolition of the interface existing landscape and irrigation at Lake Nona Blvd. new intersection will need to be completed in this

phase.

- The re-work of the irrigation and new plantings will be identified on a plan right behind this demo plan in the drawing package.
- Provide an estimate of the budget of costs for this phase of work for all drawing packages.
- Three (3) design and coordination review meetings to discuss base and conflicts of the base and utilities that are needed for design, and all necessary phone conversations needed.

### **Task 2 – Design Development Refinement Stage (60% CD's)**

- Overall Site Development and Base Refinement to larger scale in CAD sharable with other consultants– further definition of landscaping, and material selection, & irrigation infrastructure.
- Coordination of base with civil plans.
- Coordination of base refinements and landscape utilities.
- Provide input and irrigation master coordination with civil engineer for POC/POS and all underground sleeving input necessary through parking lots, roadways and under sidewalks.
- Provide an estimate of the budget of costs for this phase of work for all drawing packages.
- Four (4) progress review and coordination meetings for this phase with the client, civil engineering design and utility coordination meetings, site lighting design and coordination included, and all necessary phone conversation and coordination needed.

### **Task 3 – Construction Documentation Stage (100% CD's)**

- Trees, shrubs, and ground covers planting plan with details and plant list.
- Irrigation plans and details per the prescribed typical materials utilized prior at Lake Nona.
- Technical specifications for landscape planting, irrigation, and electrical, etc. to be provided.
- Bid document spreadsheet needs to be provided.
- Estimate of construction costs on top of bid sheet for bidding comparison.
- Consultant to prepare all documents and applications with signed and sealed drawings for submittals, and all necessary for permits to the City of Orlando for Approval.
- Consultant must address all comments by the City of Orlando Plan reviewers – resubmittal of drawings may be necessary, and will be managed by the Consultant.
- A total of three (3) Design/coordination meetings should be included in this

## Task

### Task 4 – Not to Exceed Bidding Assistance Review (Hourly NTE)

- Prepare Bid document spreadsheet to match with estimate of costs for all aspects of the construction work based on the LHI plans.
- Client may ask to review contractor bids – to be determined

### Task 5 – Limited Site Construction Observation (Hourly NTE)

- Periodic Site Visits to Observe Construction – Landscape Architect shall visit the site no less than (5) five visits, at intervals appropriate to irrigation mainline install, tree layout prior to planting, and other important intervals of work.
- The submittal review process will be included in this scope of work.
- Plant material reviews are a part of this task, as well.
- Site Visit Reports – Each site visit will be followed up by a report to the Client of know progress and deviations from the contract documents.
- Project Completion – the Landscape Architect shall include:

An on-site visit to perform a substantial completion punch walk review with report.

- Final Project certification to the MCID – District and the City of Orlando.
- Site Visit Reports – Each site visit will be followed by a report to the Client of known deviations from the contract documents. However, GAI will not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the contract documents or the Project schedule.
- Project Completion - GAI's work will include:
  - One (1) Substantial Completion site visit
  - One (1) Final Completion site visit

### Additional Services

GAI will provide Additional Services as mutually agreed between GAI and the Client. An equitable adjustment to GAI's Scope of Services and Compensation will be made through a Supplement to this Agreement for any Additional Services.

GAI will provide Additional Services as mutually agreed upon between GAI and the Client. These may include but are not limited to:

- Revise drawings, specifications or other documents when such revisions are:
- Inconsistent with approval or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget
- Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents
- Due to changes required as a result of the Client's failure to render decisions in a timely manner

- Due to a phased design approach determined after execution of this Proposal
- Landscaping, irrigation, hardscape, and site lighting are excluded for off-site improvements
- Provide services required because of significant changes to the project (e.g. size, construction budget, quality, complexity, the Client's schedule, method of bidding and negotiating the contracting for construction)
- Services necessitated by Client's or Contractor's default
- Additional work resulting from bidding, negotiation or construction prior to the completion of Construction Documents
- Bid-related activities in addition to those outlined in the Scope of Services, including:
  - Post-"Issued for Bid" Drawings Redesign
  - Prepare Prequalification Package for Potential Bidders
  - Issue Documents to Potential Bidders
  - Value Engineering (VE) Redesign in Response to Bids
  - Receive and Review Bids
  - Prepare Bid Analysis
  - Recommendation of Contractor

### Schedule

CSG will begin work upon receipt of the executed Agreement provided by the Client. CSG will endeavor to complete its Scope of Services within the timeframe of the Client's schedule to complete the project, subject to excused delay occasioned by factors beyond CSG's reasonable control.

### Compensation

Compensation for services rendered by CSG will be on a fixed-fee basis or hourly basis as described in the scope headings and chart below. Direct expenses will be billed in addition to the fees, not to exceed \$500. CSG will invoice for services according to the following Task breakdown:

TASK	PHASE OF SCOPE	TERMS	GAI FEE
Task 1	Schematic Design	Fixed Fee	\$ 3,500
Task 2/3	Construction Documentation	Fixed Fee	\$ 8,500
Task 4/5	Construction Phase Services	Hourly NTE	\$ 4,500
<b>Total Fee not including direct expenses</b>			<b>\$16,500</b>

### Payment

Unless otherwise specified in the GAI Standard Terms and Conditions for Professional Services, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice. All other payment terms will be

in accordance with the GAI's existing Master Services Agreement.

### **Assumptions and Understandings**

CSG's Scope of Services, Schedule, and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client acknowledges and understands that Community Solutions Group is a GAI Consultants, Inc. Services Group. Any reference to Community Solutions Group or CSG in the Proposal for Professional Services and the Standard Terms and Conditions also refers to GAI Consultants, Inc. It is further acknowledged and understood that this agreement is between the CLIENT and GAI Consultants, Inc.
2. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
3. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
4. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
5. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
6. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
7. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
8. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
9. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Please do not hesitate to contact me at 407.256.5905 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for CSG to proceed.

Sincerely,  
**Community Solutions Group,  
a GAI Consultants, Inc.  
Service Group**

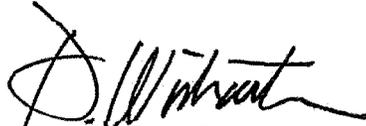
REQUESTED AND AUTHORIZED BY:  
**LNLP, LLC**

BY: \_\_\_\_\_

PRINTED  
NAME: \_\_\_\_\_

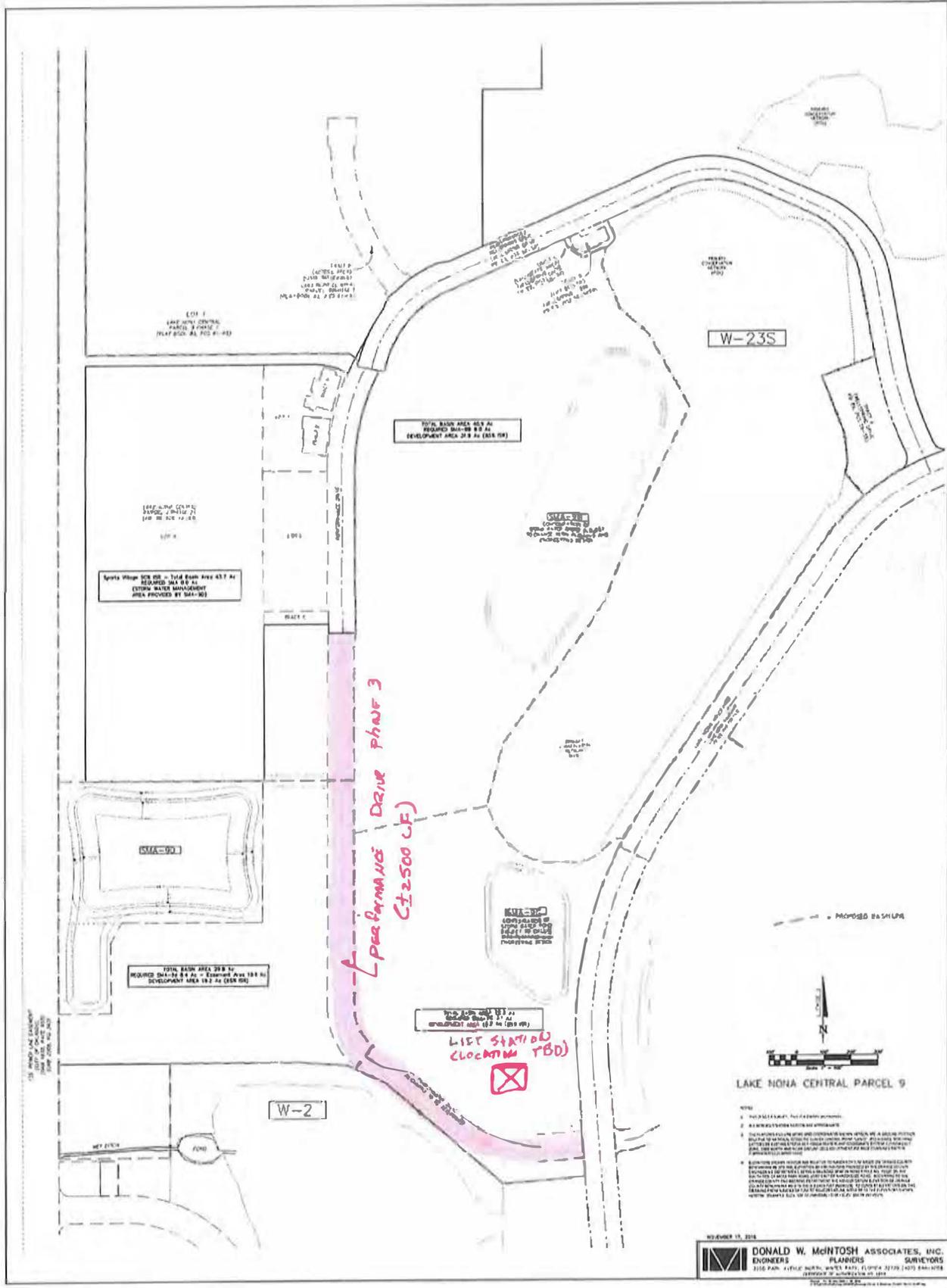
TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



Donald Wishart, PLA  
Director  
Landscape Architecture

**EXHIBIT A**  
**Myrtle Creek Improvement District Streetscape Scope Map**



150' PROPERTY LINE

APPROXIMATE 50% OF TOTAL BASIN AREA 437 AC  
REQUIRED 200 AC AS  
CUSTOM WATER MANAGEMENT  
AREA PROVIDED BY SMA-01

TOTAL BASIN AREA 101 AC  
REQUIRED 200 AC AS  
DEVELOPMENT AREA 218 AC (SEE 108)

TOTAL BASIN AREA 298 AC  
REQUIRED 200 AC AS - DEVELOPMENT AREA 188 AC

TOTAL BASIN AREA 181 AC  
REQUIRED 200 AC AS - DEVELOPMENT AREA 188 AC

W-2

W-23S

PROPOSED 60' SHULDER



LAKE NONA CENTRAL PARCEL 9

- NOTES:
1. THIS IS A PRELIMINARY PLAN. FIELD SURVEY REQUIRED.
  2. ALL DIMENSIONS TO CENTER UNLESS OTHERWISE NOTED.
  3. THE LOCATION OF ALL UTILITY LINES AND STRUCTURES IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION OF ALL UTILITY LINES AND STRUCTURES IS SUBJECT TO FIELD SURVEY AND SHALL BE SHOWN ON THE FINAL PLAN. THE LOCATION OF ALL UTILITY LINES AND STRUCTURES IS SUBJECT TO FIELD SURVEY AND SHALL BE SHOWN ON THE FINAL PLAN.
  4. EXISTING UTILITY LINES AND STRUCTURES ARE SHOWN ON THE RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION OF ALL UTILITY LINES AND STRUCTURES IS SUBJECT TO FIELD SURVEY AND SHALL BE SHOWN ON THE FINAL PLAN. THE LOCATION OF ALL UTILITY LINES AND STRUCTURES IS SUBJECT TO FIELD SURVEY AND SHALL BE SHOWN ON THE FINAL PLAN.



MYRTLE CREEK IMPROVEMENT DISTRICT

Recommendation for Work Authorization & Proposed Services

Project Name: Performance Drive Extension – Phase 3

Brief Description: Traffic Analysis

Name of Consultant / Vendor: Kittelson & Associates

Is this work pursuant to an existing Agreement?  Yes  No

If so, name and date of Agreement: Service 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: \$ 19,500.<sup>00</sup>

Recommendation:  Approve  Deny

By: [Signature] 1/13/18  
Larry Kaufmann, Chairman  
Myrtle Creek Improvement District Construction Committee

- c: Joe MacLaren  
Jennifer Walden  
Tucker Mackie  
Jeffrey Newton



225 E ROBINSON STREET, SUITE 355  
ORLANDO, FL 32801  
P: 407.540.0555 F: 407.540.0550

January 11, 2018

Project#: 22386P

Myrtle Creek Improvement District  
c/o Jeffrey J. Newton, P.E.  
Donald W. McIntosh Associates, Inc.  
2200 Park Avenue North  
Winter Park, Florida 32789

*RE: Performance Drive Extension Traffic Analysis*

Dear Jeffrey:

Attached is a proposal for traffic engineering and planning services associated with the extension of Performance Drive to Lake Nona Boulevard. Part "A" identifies our proposed services for the project in accordance with the terms and conditions outlined in Part "B". This scope was developed based on our discussions with you, our review of the proposed development plan, and our familiarity with the City and the Lake Nona DRI.

We propose to conduct the services (detailed in Part "A" herein) on a time & materials basis for \$19,500 (detailed in Table 1 of the attached Part "B"). This proposal (scope of work, budget, and timeline) is effective for sixty days.

I, Adam Burghdoff, will serve as the Project Manager and Laurence Lewis will serve as the Project Principal providing senior review and quality assurance. Any questions of a technical or contractual nature can be directed to either of us.

Please review this proposal at your earliest convenience. If the attached Professional Services Agreement is satisfactory, please return a signed copy electronically. A fully executed copy will be returned for your records. Thank you for the opportunity to propose on this project. If you have any questions please call us at (407) 373-1116.

Sincerely,  
**KITTELSON & ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read 'Adam Burghdoff', is written over a light blue horizontal line.

Adam Burghdoff, P.E.  
FL Business Development Leader

---

## PROFESSIONAL SERVICES AGREEMENT

January 11, 2018

Kittelson & Associates, Inc.  
225 E Robinson Street, Suite 355  
Orlando, FL 32801  
407.540.0555 (P)  
503.273.8169 (F)

Myrtle Creek Improvement District with an office at 2200 Park Avenue North, Winter Park Florida 32789, hereby enters into this Professional Services Agreement (this "Agreement") with Kittelson & Associates, Inc. to perform the services as described in this Agreement's Part "A" - Scope of Work (the "Services") for the Performance Drive Extension (the "Project"), subject to all the provisions described in Part "B" Terms and Conditions.

### PART A - SCOPE OF WORK

#### TASK 1 – DATA COLLECTION

Through a sub-consultant, KAI will obtain existing AM and PM peak hour turning movement counts at the intersection of Lake Nona Boulevard & James Bay Drive.

The counts will be obtained on a Tuesday, Wednesday, or Thursday while Orange County schools are in session.

Tavistock will provide Kittelson with a detailed land use plan that includes the proposed development program north of Lake Nona Boulevard.

Project trip distribution and driveway assignment will be determined based upon a select zone analysis from the latest version of the Orlando Urban Area Transportation Model version 4. For the purposes of the model run, Kittelson will utilize the travel demand model developed on behalf of the Boggy Creek Improvement District for the buildout of Lake Nona Town Center.

#### TASK 2 – TRAFFIC MODEL UPDATE

##### Task 2.1 – Trip Generation

KAI will evaluate the trip end generation potential for the unbuilt development Lake Nona development plans north of Lake Nona Boulevard.

##### Task 2.2 – Travel Demand Model Update

Kittelson will modify the model network to include Performance Drive/Wellspring Drive.

Kittelson will also prepare up to three (3) model run scenarios showing a connection between Heintzelman Drive and Lake Nona Boulevard/Performance Drive.

Kittelson will prepare up to six select-zone model runs to identify travel patterns to/from zones (or groups of zones) within the Lake Nona DRI north of Lake Nona Boulevard.

### TASK 3 – INTERSECTION ANALYSIS

It is not yet known how many intersections or project access points will be constructed along Performance Drive between its present terminus and Lake Nona Boulevard. Therefore, this scope of services will include volume forecasts and future-year analyses of the intersection of Performance Drive & Lake Nona Boulevard as well as up to two (2) additional intersections along Performance Drive. Intersection analyses will be based upon buildout of the Lake Nona DRI.

KAI will assign estimated future traffic volume projections to Performance Drive and Lake Nona Boulevard using the trip distribution established in Task 2. Recommended roadway and intersection geometrics will be determined based upon analysis software implementing the Highway Capacity Manual methodologies, FDOT Quality/Level of Service standards, and engineering judgment. AM and PM peak hour traffic forecasts will be completed as part of this task. It is anticipated that three scenarios will be presented as part of this task potentially including the following:

- 1) Without Heintzelman connector;
- 2) With Heintzelman connection to Performance Drive
- 3) With Heintzelman connection to Lake Nona Boulevard

Based upon the results of the review, KAI will provide bubble diagrams indicating recommendations for each intersections approach geometry including the number of lanes and turn lanes, required queue storage (based upon 95<sup>th</sup> percentile queues), intersection control (i.e., signalized, stop-control), and roadway cross sections for street segments between intersections. For the purposes of this task, proposed geometrics will be developed for up to three (3) intersections.

### TASK 4 – SUMMARY MEMORANDA AND MEETINGS

The results of the analyses in Tasks 1-3 will be summarized in a DRAFT summary memorandum and submitted to the Client for review. Subsequent to Client review, Kittelson will address any Client comments in a revised, FINAL report for Client use and submittal to the City of Orlando. In the event that the Client's comments result in additional analyses above and beyond those noted in Tasks 1 through 4, then those out of scope analyses will be conducted as additional services. At the Client's request, Kittelson will prepare for up and attend up to three (3) in-person project related meeting to discuss the study results and conclusions.

**This scope does not include preparatory time (graphics and handouts) or attendance time for any public hearings or meetings. All client requests for presentations and meetings of this nature will be accommodated on a time-and-materials basis and will be considered additional services.**

## PART B – TERMS AND CONDITIONS

- I. **GENERAL:** The terms and conditions set forth herein shall govern all services subsequently performed on behalf of CLIENT unless changed by a written agreement signed by KITTELSON & ASSOCIATES, INC. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- II. **LIMITATION OF LIABILITY:** CLIENT AGREES THAT IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT, KITTELSON & ASSOCIATES, INC.'S AGGREGATE JOINT, SEVERAL AND INDIVIDUAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PROFESSIONAL MALPRACTICE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY SHALL BE LIMITED TO AN AMOUNT NO GREATER THAN THREE TIMES THE TOTAL COMPENSATION RECEIVED BY KITTELSON & ASSOCIATES, INC. UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- III. **LIMITATION OF REMEDY:** CLIENT COVENANTS THAT IT WILL NOT, UNDER ANY CIRCUMSTANCES, BRING A LAWSUIT OR CLAIM AGAINST KITTELSON & ASSOCIATES, INC.'S INDIVIDUAL EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS AND THAT CLIENT'S SOLE REMEDY SHALL BE AGAINST KITTELSON & ASSOCIATES, INC.
- IV. **WAIVER OF CONSEQUENTIAL DAMAGES:** NEITHER KITTELSON & ASSOCIATES, INC. NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO FINES, PENALTIES AND LOST PROFITS, WHETHER SAID CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY.
- V. **INDEMNITY:** To the maximum extent allowed by law, CLIENT and KITTELSON & ASSOCIATES, INC. shall indemnify, reimburse, and hold harmless each other and the indemnified party's employees, officers, directors and agents from, for and against all claims, losses, costs and expenses resulting from their bodily injury or property damage, but only to the extent caused by the indemnifying party's negligence.
- VI. **OWNERSHIP OF DOCUMENTS:** KITTELSON & ASSOCIATES, INC is deemed the author and owner of its documents and other instruments of service, and will retain all common law, statutory, and other reserved rights, including copyrights. So long as CLIENT complies with all terms of this Agreement, including but not limited to terms of payment, KITTELSON & ASSOCIATES, INC. grants CLIENT a nonexclusive license to use instruments of professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by CLIENT, without KITTELSON & ASSOCIATES, INC.'s written permission, shall be at CLIENT's own sole risk and CLIENT agrees to defend, indemnify, reimburse and hold harmless KITTELSON & ASSOCIATES, INC. from all claims, liabilities, losses, costs, damages and expenses,

including attorney's fees and expert's fees, related to the reuse by CLIENT or others acting through CLIENT.

- VII. **ELECTRONIC DOCUMENTS:** If KITTELSON & ASSOCIATES, INC. provides CLIENT any documents or other instruments of service in electronic form ("Electronic Documents"), acceptance and use of the electronic documents by CLIENT shall be at CLIENT's sole risk and CLIENT shall:
- a. Waive and covenant not to sue KITTELSON & ASSOCIATES, INC. or its employees alleging any inaccuracy or defect of the Electronic Documents.
  - b. Agree that KITTELSON & ASSOCIATES, INC. makes no representation with regard to the compatibility of the Electronic Documents with any software or hardware or that the data is fit for any specific use.
  - c. Indemnify, hold harmless, reimburse and defend KITTELSON & ASSOCIATES, INC. from, for and against any claim, damage, liability, loss, expense or cost, including attorneys' fees and expert's fees, that may arise from CLIENT'S use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
  - d. CLIENT agrees that prior to use of the Electronic Documents on any project other than the Project, CLIENT shall retain the services of a licensed professional as necessary to review and revise the Electronic Documents for compliance with the local laws, practices and standards of the place where the Project will be located.

- VIII. **DISPUTE RESOLUTION/VENUE AND CHOICE OF LAW:** After first attempting to resolve disputes through good faith negotiations, CLIENT agrees that any claim or dispute arising out of this Agreement or the Services shall be submitted to non-binding mediation. If the dispute cannot be resolved by mediation, the parties agree to submit their dispute to binding arbitration before a single arbitrator. The arbitration shall be held in Multnomah County, Oregon and shall conform substantially with the rules of the American Arbitration Association. The parties shall endeavor to mutually agree upon a neutral and unbiased arbitrator. If the parties are unable to agree on an arbitrator within 15 days of the filing of a demand for arbitration, the presiding judge of the Multnomah County Circuit Court shall designate an arbitrator. KITTELSON & ASSOCIATES, INC. agrees that so long as the parties are making good-faith efforts to resolve their dispute, it shall continue diligently with the performance of the Services under this Agreement.

The rights and liabilities of the parties to this Agreement shall be governed by the laws of the State of Oregon.

- IX. **TIME BARTO LEGAL ACTION:** All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after the earlier of three (3) years or the State's applicable statute of limitations, both of which shall commence to run the earlier of the date the Services are completed or this Agreement is terminated.

- X. **DIRECT EXPENSES:** KITTELSON & ASSOCIATES, INC.'s Direct Expenses shall be those costs incurred on or directly for the Project, including but not limited to necessary transportation costs including mileage at the current IRS-allowed rates, meals and lodging. Reimbursement for automobiles, meals and lodging, and any other expenses furnished by commercial sources shall be on the basis of actual charges plus a 10% markup.
- All communication fees including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, and in-house copies, printing, and binding charges shall be billed on the basis of a per direct labor hour fee when furnished by KITTELSON & ASSOCIATES, INC.
- XI. **PROFESSIONAL SERVICES:** KITTELSON & ASSOCIATES, INC. staff is defined as all permanent and temporary employees, as well as any and all contract labor of KITTELSON & ASSOCIATES, INC. All KITTELSON & ASSOCIATES, INC., staff time spent working on the Project will be billed as applicable per Table 1.
- XII. **COST ESTIMATE:** Any cost estimates provided by KITTELSON & ASSOCIATES, INC. as part of the Services will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures KITTELSON & ASSOCIATES, INC. cannot warrant that bids, construction or other Project costs will not vary from these cost estimates.
- XIII. **TERMINATION FOR CONVENIENCE:** In addition to other rights of termination, either CLIENT or KITTELSON & ASSOCIATES, INC. may terminate this Agreement for its convenience by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay KITTELSON & ASSOCIATES, INC. in full for all work previously authorized and performed prior to effective date of termination as well as all unavoidable expenses incurred prior to termination.
- XIV. **PAYMENT TO KITTELSON & ASSOCIATES, INC.:** Monthly invoices will be issued by KITTELSON & ASSOCIATES, INC. for all services performed under the terms of this Agreement, and reimbursement of direct expenses. A retainer, if applicable, will be required in advance of start of services and will be credited to the final invoice(s) of the Project. Invoices are due and payable within 30 days of receipt. The CLIENT must notify the KITTELSON & ASSOCIATES, INC.'s Project Manager or Project Accountant, in writing, within said time frame if there are any disputed amounts. CLIENT must still pay undisputed invoiced amounts. Remainder will be due once disputed amount is resolved and agreed upon. Interest at the rate of 1.5 percent per month will be charged on all past due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law. Interest charges are in addition to the fixed ceiling for the contract. CLIENT'S failure to make payments to KITTELSON & ASSOCIATES, INC. before invoice is 90 days past due shall constitute a material breach of this Agreement and KITTELSON & ASSOCIATES, INC. shall have the option to withhold services until paid, or to terminate this Agreement. Legal action will be taken on unpaid invoices that are over 120 days overdue.
- XV. **ADDITIONAL INSURED:** KITTELSON & ASSOCIATES, INC. shall cause its general liability insurers to name CLIENT as an additional insured.

- XVI. **PROFESSIONAL STANDARDS:** KITTELSON & ASSOCIATES, INC. shall be responsible for performing the Services to the level of competency currently maintained by other practicing professional engineers performing the same type of services in CLIENT'S community. KITTELSON & ASSOCIATES, INC. makes no warranty, guaranty or assurance, express or implied, that the Services will yield or accomplish a perfect or particular outcome for the Project.
- XVII. **ENTIRE AGREEMENT:** This Agreement constitutes the entire, legally-binding contract between the parties regarding its subject matter and supersede any and all prior or contemporaneous understandings, agreements, or representations, whether oral or written. Amendments to this Agreement will be governed by this Agreement and must be in writing and signed by both the CLIENT and KITTELSON & ASSOCIATES, INC.
- XVIII. **NO THIRD PARTY RIGHTS:** To the fullest extent permitted by law, no party has any third party beneficiary or other rights arising from or related to the Services.

**AUTHORIZATION TO PROCEED:** Signing this form shall constitute agreement with all terms and conditions of this Agreement and authorization by CLIENT for KITTELSON & ASSOCIATES, INC. to proceed with performance of the Services.

**Table 1:**

Project Phase Description	Billing Method	Authorized Amount
Task 1-4	Time & Materials	\$19,500

Accepted for:  
**MYRTLE CREEK IMPROVEMENT DISTRICT**

Approved for:  
**KITTELSON & ASSOCIATES, INC.**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



**KITTELSON & ASSOCIATES, INC.  
BILLING RATE SCHEDULE**

**Effective January 1, 2018**

The current billing rates for Kittelson & Associates, Inc., staff are as follows and are subject to change:

Staff	Billing Rate
Principal / Senior Principal	\$225 - \$315
Associate Engineer/Planner	\$190 - \$220
Senior Engineer/Planner	\$160 - \$185
Engineer/Planner	\$140 - \$160
Transportation Analyst	\$125 - \$135
Associate Technician	\$150 - \$175
Senior Technician	\$140 - \$145
Technician II	\$125 - \$135
Technician I	\$105 - \$120
Office Support	\$60 - \$90

Service & Other Direct Costs	Billing Rate
Communication Fee	\$8.00 /Hr.
Mileage	\$.545/mile
Travel	At Cost

\* All communication costs including, but not limited to computer services, telephone, faxes, postage, overnight deliveries, and in-house copies, printing, and binding charges shall be on the basis of a single per direct labor hour communication fee when furnished by KITTELSON & ASSOCIATES, INC.

**MYRTLE CREEK  
IMPROVEMENT  
DISTRICT**

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

**Myrtle Creek Improvement District**  
**Statement of Financial Position**  
**As of 12/31/2017**

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<b><u>Assets</u></b>					
<b><u>Current Assets</u></b>					
General Checking Account	\$597,810.56				\$597,810.56
Money Market Account	416,740.19				416,740.19
State Board of Administration	3,788.32				3,788.32
US Bank Savings-Pond Reserve	10,430.23				10,430.23
US Bank Savings-Road Reserve	10,430.23				10,430.23
US Bank Savings-Cap. Reserve	102,533.30				102,533.30
Deposits	4,300.00				4,300.00
Infrastructure Capital Reserve	30,568.83				30,568.83
Interchange Maintenance Reserve	7,095.93				7,095.93
Due From Other Funds		\$360,075.83			360,075.83
Debt Service Reserve A2 Bond		334,780.08			334,780.08
Revenue A2 Bond		838,714.87			838,714.87
Prepayment A2 Bond		125.16			125.16
Acquisition/Construction A2 Bond			\$424,265.85		424,265.85
<b>Total Current Assets</b>	<b>\$1,183,697.59</b>	<b>\$1,533,695.94</b>	<b>\$424,265.85</b>	<b>\$0.00</b>	<b>\$3,141,659.38</b>
<b><u>Investments</u></b>					
Amount Available in Debt Service Funds				\$1,173,620.11	\$1,173,620.11
Amount To Be Provided				18,226,379.89	18,226,379.89
<b>Total Investments</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19,400,000.00</b>	<b>\$19,400,000.00</b>
<b>Total Assets</b>	<b>\$1,183,697.59</b>	<b>\$1,533,695.94</b>	<b>\$424,265.85</b>	<b>\$19,400,000.00</b>	<b>\$22,541,659.38</b>
<b><u>Liabilities and Net Assets</u></b>					
<b><u>Current Liabilities</u></b>					
Accounts Payable	\$384,833.74				\$384,833.74
Due To Other Governmental Units	7,006.91				7,006.91
Accounts Payable			\$24,817.47		24,817.47
<b>Total Current Liabilities</b>	<b>\$391,840.65</b>	<b>\$0.00</b>	<b>\$24,817.47</b>	<b>\$0.00</b>	<b>\$416,658.12</b>
<b><u>Long Term Liabilities</u></b>					
Revenue Bonds Payable - Long-Term				\$19,400,000.00	\$19,400,000.00
<b>Total Long Term Liabilities</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$19,400,000.00</b>	<b>\$19,400,000.00</b>
<b>Total Liabilities</b>	<b>\$391,840.65</b>	<b>\$0.00</b>	<b>\$24,817.47</b>	<b>\$19,400,000.00</b>	<b>\$19,816,658.12</b>
<b><u>Net Assets</u></b>					
Net Assets, Unrestricted	\$1,287,126.00				\$1,287,126.00
Net Assets - General Government	(703,731.53)				(703,731.53)
Current Year Net Assets - General Government	208,462.47				208,462.47
Net Assets, Unrestricted		\$1,125,828.24			1,125,828.24
Current Year Net Assets, Unrestricted		407,867.70			407,867.70
Net Assets, Unrestricted			(\$417,951.06)		(417,951.06)
Net Assets, Unrestricted			818,424.35		818,424.35
Current Year Net Assets, Unrestricted			(1,024.91)		(1,024.91)
<b>Total Net Assets</b>	<b>\$791,856.94</b>	<b>\$1,533,695.94</b>	<b>\$399,448.38</b>	<b>\$0.00</b>	<b>\$2,725,001.26</b>
<b>Total Liabilities and Net Assets</b>	<b>\$1,183,697.59</b>	<b>\$1,533,695.94</b>	<b>\$424,265.85</b>	<b>\$19,400,000.00</b>	<b>\$22,541,659.38</b>

**Myrtle Creek Improvement District**  
**Statement of Activities**  
As of 12/31/2017

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<b><u>Revenues</u></b>					
On-Roll Assessments	\$346,483.76				\$346,483.76
On-Roll Assessments		\$738,033.72			738,033.72
Total Revenues	<u>\$346,483.76</u>	<u>\$738,033.72</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$1,084,517.48</u>
<b><u>Expenses</u></b>					
Supervisor Fees	\$2,600.00				\$2,600.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	8,361.40				8,361.40
Management	9,999.99				9,999.99
Engineering	3,280.00				3,280.00
Property Appraiser	1,432.00				1,432.00
District Counsel	1,669.39				1,669.39
Assessment Administration	2,500.00				2,500.00
Audit	23.00				23.00
Travel and Per Diem	26.82				26.82
Telephone	73.14				73.14
Postage & Shipping	9.58				9.58
Copies	99.00				99.00
Legal Advertising	728.84				728.84
Miscellaneous	1,791.00				1,791.00
Property Taxes	123.22				123.22
Web Site Maintenance	333.00				333.00
Dues, Licenses, and Fees	175.00				175.00
Electric	129.84				129.84
Entry Lighting	26.75				26.75
Water Reclaimed	2,366.02				2,366.02
Aquatic Contract	975.00				975.00
General Liability Insurance	3,723.00				3,723.00
Irrigation	834.50				834.50
Landscaping Maintenance & Material	53,220.00				53,220.00
Tree Trimming	17,000.00				17,000.00
IME - Aquatics Maintenance	789.09				789.09
IME - Irrigation	1,603.11				1,603.11
IME - Landscaping	19,305.42				19,305.42
IME - Lighting	303.74				303.74
IME - Water Reclaimed	5.00				5.00
Streetlights	1,539.50				1,539.50
Interest Payments - A1 Bond		\$331,200.00			331,200.00
Engineering			\$1,100.75		1,100.75
District Counsel			141.00		141.00
Legal Advertising			239.98		239.98
Total Expenses	<u>\$138,296.35</u>	<u>\$331,200.00</u>	<u>\$1,481.73</u>	<u>\$0.00</u>	<u>\$470,978.08</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$275.06				\$275.06
Interest Income		\$1,033.98			1,033.98
Interest Income			\$456.82		456.82
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$275.06</u>	<u>\$1,033.98</u>	<u>\$456.82</u>	<u>\$0.00</u>	<u>\$1,765.86</u>
<b>Change In Net Assets</b>	<b>\$208,462.47</b>	<b>\$407,867.70</b>	<b>(\$1,024.91)</b>	<b>\$0.00</b>	<b>\$615,305.26</b>
<b>Net Assets At Beginning Of Year</b>	<b><u>\$583,394.47</u></b>	<b><u>\$1,125,828.24</u></b>	<b><u>\$400,473.29</u></b>	<b><u>\$0.00</u></b>	<b><u>\$2,109,696.00</u></b>
<b>Net Assets At End Of Year</b>	<b><u><u>\$791,856.94</u></u></b>	<b><u><u>\$1,533,695.94</u></u></b>	<b><u><u>\$399,448.38</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$2,725,001.26</u></u></b>

**Myrtle Creek Improvement District**  
**Budget to Actual**  
**For the Month Ending 12/31/2017**

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<b><u>Revenues</u></b>				
On-Roll Assessments	\$ 346,483.76	\$ 123,179.04	\$ 223,304.72	\$ 492,716.16
Money Market Reserve	-	65,089.36	(65,089.36)	260,357.44
Carry Forward Revenue (accrued)	-	7,500.00	(7,500.00)	30,000.00
<b>Net Revenues</b>	<b>\$ 346,483.76</b>	<b>\$ 195,768.40</b>	<b>\$ 150,715.36</b>	<b>\$ 783,073.60</b>
<b><u>General &amp; Administrative Expenses</u></b>				
<b>Legislative</b>				
Supervisor Fees	\$ 2,600.00	\$ 3,000.00	\$ (400.00)	\$ 12,000.00
<b>Financial &amp; Administrative</b>				
Public Officials' Liability Insurance	3,250.00	893.75	2,356.25	3,575.00
Trustee Services	8,361.40	500.00	7,861.40	2,000.00
Management	9,999.99	10,000.00	(0.01)	40,000.00
Engineering	600.00	1,250.00	(650.00)	5,000.00
Engineering (Public Facilities Report)	2,680.00	-	2,680.00	-
Dissemination Agent	-	1,250.00	(1,250.00)	5,000.00
Property Appraiser	1,432.00	750.00	682.00	3,000.00
District Counsel	1,669.39	5,000.00	(3,330.61)	20,000.00
Assessment Administration	2,500.00	1,875.00	625.00	7,500.00
Audit	23.00	993.75	(970.75)	3,975.00
Arbitrage Calculation	-	225.00	(225.00)	900.00
Travel and Per Diem	26.82	125.00	(98.18)	500.00
Telephone	73.14	125.00	(51.86)	500.00
Postage & Shipping	9.58	125.00	(115.42)	500.00
Copies	99.00	500.00	(401.00)	2,000.00
Legal Advertising	728.84	1,250.00	(521.16)	5,000.00
Bank Fees	-	12.50	(12.50)	50.00
Miscellaneous	1,791.00	1,249.98	541.02	5,000.00
Property Taxes	123.22	18.75	104.47	75.00
Web Site Maintenance	333.00	312.50	20.50	1,250.00
Dues, Licenses, and Fees	175.00	43.75	131.25	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 36,475.38</b>	<b>\$ 29,499.98</b>	<b>\$ 6,975.40</b>	<b>\$ 118,000.00</b>

**Myrtle Creek Improvement District**  
 Budget to Actual  
 For the Month Ending 12/31/2017

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<b><u>Field Operations</u></b>				
<b>Electric Utility Services</b>				
Electric	\$ 129.84	\$ 250.00	\$ (120.16)	\$ 1,000.00
Entry Lighting	26.75	125.00	(98.25)	500.00
<b>Water-Sewer Combination Services</b>				
Water Reclaimed	2,366.02	6,250.00	(3,883.98)	25,000.00
<b>Stormwater Control</b>				
Mitigation Area	-	1,250.00	(1,250.00)	5,000.00
Aquatic Contract	975.00	1,290.00	(315.00)	5,160.00
Lake/Pond Repair Reserve	-	2,500.00	(2,500.00)	10,000.00
<b>Other Physical Environment</b>				
Equipment Rental	-	1,250.00	(1,250.00)	5,000.00
General Liability Insurance	3,723.00	1,250.00	2,473.00	5,000.00
Property & Casualty Insurance	-	375.00	(375.00)	1,500.00
Auto Insurance	-	187.50	(187.50)	750.00
Irrigation	834.50	2,500.00	(1,665.50)	10,000.00
Landscaping Maintenance & Material	53,220.00	54,687.50	(1,467.50)	218,750.00
Tree Trimming	17,000.00	5,000.00	12,000.00	20,000.00
Flower & Plant Replacement	-	8,750.00	(8,750.00)	35,000.00
Contingency	-	8,551.58	(8,551.58)	34,206.31
<b>Interchange Maintenance Expenses</b>				
IME - Aquatics Maintenance	789.09	834.75	(45.66)	3,339.00
IME - Irrigation	1,603.11	7,875.00	(6,271.89)	31,500.00
IME - Landscaping	19,305.42	19,305.41	0.01	77,221.62
IME - Lighting	303.74	590.63	(286.89)	2,362.50
IME - Miscellaneous	-	196.88	(196.88)	787.50
IME - Water Reclaimed	5.00	787.50	(782.50)	3,150.00
<b>New Operational Field Expenses</b>				
Trail Benches	-	10,000.00	(10,000.00)	40,000.00
Crosswalk Improvements	-	25,000.00	(25,000.00)	100,000.00
<b>Road &amp; Street Facilities</b>				
Entry and Wall Maintenance	-	3,000.00	(3,000.00)	12,000.00
Streetlights	1,539.50	1,250.00	289.50	5,000.00
<b>Parks &amp; Recreation</b>				
Personnel Leasing Agreement	-	330.00	(330.00)	1,320.00
<b>Reserves</b>				
Infrastructure Capital Reserve	-	2,541.67	(2,541.67)	10,166.67
Interchange Maintenance Reserve	-	590.00	(590.00)	2,360.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 101,820.97</b>	<b>\$ 166,518.42</b>	<b>\$ (64,697.45)</b>	<b>\$ 666,073.60</b>
<b>Total Expenses</b>	<b>\$ 138,296.35</b>	<b>\$ 196,018.40</b>	<b>\$ (57,722.05)</b>	<b>\$ 784,073.60</b>
<b>Income (Loss) from Operations</b>	<b>\$ 208,187.41</b>	<b>\$ (250.00)</b>	<b>\$ 208,437.41</b>	<b>\$ (1,000.00)</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 275.06	\$ 250.00	\$ 25.06	\$ 1,000.00
<b>Total Other Income (Expense)</b>	<b>\$ 275.06</b>	<b>\$ 250.00</b>	<b>\$ 25.06</b>	<b>\$ 1,000.00</b>
<b>Net Income (Loss)</b>	<b>\$ 208,462.47</b>	<b>\$ -</b>	<b>\$ 208,462.47</b>	<b>\$ -</b>

**Myrtle Creek Improvement District**  
 Budget to Actual  
 For the Month Ending 12/31/2017

	Oct-17	Nov-17	Dec-17	YTD Actual
<b><u>Revenues</u></b>				
On-Roll Assessments	\$ -	\$ 31,096.15	\$ 315,387.61	\$ 346,483.76
Money Market Reserve	-	-	-	-
Carryforward Revenue	20,848.97	(20,848.97)	-	-
<b>Net Revenues</b>	<b>\$ 20,848.97</b>	<b>\$ 10,247.18</b>	<b>\$ 315,387.61</b>	<b>\$ 346,483.76</b>
<b><u>General &amp; Administrative Expenses</u></b>				
<b>Legislative</b>				
Supervisor Fees	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 2,600.00
<b>Financial &amp; Administrative</b>				
Public Officials' Liability Insurance	3,250.00	-	-	3,250.00
Trustee Services	-	8,361.40	-	8,361.40
Management	3,333.33	3,333.33	3,333.33	9,999.99
Engineering	-	200.00	400.00	600.00
Engineering (Public Facilities Report)	-	-	2,680.00	2,680.00
Dissemination Agent	-	-	-	-
Property Appraiser	1,432.00	-	-	1,432.00
District Counsel	-	-	1,669.39	1,669.39
Assessment Administration	2,500.00	-	-	2,500.00
Audit	-	-	23.00	23.00
Arbitrage Calculation	-	-	-	-
Travel and Per Diem	-	13.41	13.41	26.82
Telephone	-	45.21	27.93	73.14
Postage & Shipping	-	1.84	7.74	9.58
Copies	-	43.50	55.50	99.00
Legal Advertising	275.00	253.17	200.67	728.84
Bank Fees	-	-	-	-
Miscellaneous	1,791.00	-	-	1,791.00
Property Taxes	-	123.22	-	123.22
Web Site Maintenance	123.00	105.00	105.00	333.00
Dues, Licenses, and Fees	175.00	-	-	175.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 13,679.33</b>	<b>\$ 13,280.08</b>	<b>\$ 9,515.97</b>	<b>\$ 36,475.38</b>
<b><u>Field Operations</u></b>				
<b>Electric Utility Services</b>				
Electric	\$ -	\$ 62.43	\$ 67.41	\$ 129.84
Entry Lighting	-	13.27	13.48	26.75
<b>Water-Sewer Combination Services</b>				
Water Reclaimed	-	1,058.14	1,307.88	2,366.02
<b>Stormwater Control</b>				
Mitigation Area	-	-	-	-
Aquatic Contract	325.00	325.00	325.00	975.00
Lake/Pond Repair Reserve	-	-	-	-

**Myrtle Creek Improvement District**  
 Budget to Actual  
 For the Month Ending 12/31/2017

	Oct-17	Nov-17	Dec-17	YTD Actual
<b>Other Physical Environment</b>				
Equipment Rental	-	-	-	-
General Liability Insurance	3,723.00	-	-	3,723.00
Property & Casualty Insurance	-	-	-	-
Auto Insurance	-	-	-	-
Irrigation	-	650.75	183.75	834.50
Landscaping Maintenance & Material	17,740.00	17,740.00	17,740.00	53,220.00
Tree Trimming	-	-	17,000.00	17,000.00
Flower & Plant Replacement	-	-	-	-
Contingency	-	-	-	-
<b>Interchange Maintenance Expenses</b>				
IME - Aquatics Maintenance	263.03	263.03	263.03	789.09
IME - Irrigation	-	1,603.11	-	1,603.11
IME - Landscaping	6,435.14	6,435.14	6,435.14	19,305.42
IME - Lighting	-	-	303.74	303.74
IME - Miscellaneous	-	-	-	-
IME - Water Reclaimed	-	-	5.00	5.00
<b>New Operational Field Expenses</b>				
Trail Benches	-	-	-	-
Crosswalk Improvements	-	-	-	-
<b>Road &amp; Street Facilities</b>				
Entry and Wall Maintenance	-	-	-	-
Streetlights	-	731.00	808.50	1,539.50
<b>Parks &amp; Recreation</b>				
Personnel Leasing Agreement	-	-	-	-
<b>Contingency</b>				
Infrastructure Capital Reserve	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-
<b>Total Field Operations Expenses</b>	<u>\$ 28,486.17</u>	<u>\$ 28,881.87</u>	<u>\$ 44,452.93</u>	<u>\$ 101,820.97</u>
<b>Total Expenses</b>	<u>\$ 42,165.50</u>	<u>\$ 42,161.95</u>	<u>\$ 53,968.90</u>	<u>\$ 138,296.35</u>
<b>Income (Loss) from Operations</b>	<u>\$ (21,316.53)</u>	<u>\$ (31,914.77)</u>	<u>\$ 261,418.71</u>	<u>\$ 208,187.41</u>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 51.16	\$ 48.55	\$ 175.35	\$ 275.06
<b>Total Other Income (Expense)</b>	<u>\$ 51.16</u>	<u>\$ 48.55</u>	<u>\$ 175.35</u>	<u>\$ 275.06</u>
<b>Net Income (Loss)</b>	<u><u>\$ (21,265.37)</u></u>	<u><u>\$ (31,866.22)</u></u>	<u><u>\$ 261,594.06</u></u>	<u><u>\$ 208,462.47</u></u>