

Myrtle Creek Improvement District

12051 Corporate Boulevard Orlando, FL 32817; 407-723-5900

www.myrtlecreekid.org

The following is the proposed agenda for the Meeting of the Board of Supervisors for the Myrtle Creek Improvement District ("District"), scheduled to be held at **5:00 p.m. on Tuesday, August 6, 2019 at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

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

Phone: 1-866-398-2885

Participant Code: 275521

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the June 25, 2019 Board of Supervisors' Meeting**

Business Matters

- 2. **Consideration of District Website/ADA Auditing Services Proposals**
 - a. **Campus Suite**
 - b. **Community XS**
 - c. **V Global Tech**
 - d. **ADA Site Compliance** (*provided under separate cover*)
- 3. **Consideration of Agreement with Driveway Maintenance, Inc. for Asphalt Repair Services**
- 4. **Consideration of Financial Advisory Agreement**
- 5. **Presentation and Discussion regarding FY 2020 Budget** (*provided under separate cover*)
- 6. **Consideration of Operation & Maintenance Expense Assessment Methodology Report**
- 7. **Ratification of Operation and Maintenance Expenditures Paid in June 2019 in an amount totaling \$62,361.70**
- 8. **Ratification of Operation and Maintenance Expenditures Paid in July 2019 in an amount totaling \$42,840.58** (*provided under separate cover*)
- 9. **Recommendation of Work Authorization/Proposed Services** (*if applicable*)
- 10. **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



pfm

MYRTLE CREEK IMPROVEMENT DISTRICT

**Minutes of the June 25, 2019
Board of Supervisors' Meeting**

MYRTLE CREEK IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Myrtle Creek Improvement District was called to order on Tuesday, June 25 2019 at 5:07 p.m. at 6900 Tavistock Lakes Blvd, Suite 200, Orlando, FL 32827. Board Members listed below constituted a quorum.

Jeff Macre	Chair
Bob da Silva	Vice-Chair
Kyle Scholl	Assistant Secretary

Also present were:

Lynne Mullins	PFM	
Jennifer Walden	PFM	
Kevin Plenzler	PFM	(via phone)
Tucker Mackie	Hopping Green & Sams	(via phone)
Larry Kaufmann	Construction Supervisor	
Jeff Newton	Donald W. McIntosh Associates	
Steven Flint	Tavistock	

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden noted for the record that there were no public comments at this time.

THIRD ORDER OF BUSINESS

Consideration of the Minutes of the May 21, 2019 Board of Supervisors' Meeting

Board Members reviewed the minutes from the May 21, 2019 Board of Supervisors' Meeting.

On Motion by Mr. da Silva, second by Mr. Scholl, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District approved the Minutes of the May 21, 2019 Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

Consideration of Mr. Tubbs' Resignation Letter & Naming a Replacement Supervisor for Seat 3

Ms. Walden requested a motion to accept the resignation letter from Ms. Tubbs.

On Motion by Mr. Scholl, second by Mr. Macre, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District accepted Mr. Tubbs' resignation.

Ms. Walden asked the board if they had a recommendation for a replacement for Seat 3. The term will expire in November 2022. Ms. Walden explained that to qualify to be on the Board they must be US Citizen and a registered voter of the District.

FIFTH ORDER OF BUSINESS

Discussion Regarding Power
Supply to Narcoossee and
Lake Nona Boulevard
Entrance Feature

Mr. Kauffman provided information to the Board regarding power supply to Narcoossee and Lake Nona Boulevard entrance feature. District Staff was able to obtain a commitment from Advent Health to pay the full cost of removing the existing pole and transformer, installing a new transformer and running the necessary underground electric lines to power the District's existing electric meter serving the entry feature lighting. Ms. Mackie explained that District staff provided a letter to OUC providing documentation from Advent Health that they agree to fund the full cost of the work. The District has already provided the authorization to OUC that is needed to pursue the work. No action is required by the Board.

SIXTH ORDER OF BUSINESS

Consideration of Resolution
2019-07, Re-Setting the Date,
Time and Location of the
Public Hearing on the
Proposed Budget for Fiscal
Year 2020

Ms. Walden explained that the Lake Nona Lakehouse did not have availability for August 19, 2019, this resolution is to change the budget date. District Staff is proposing August 22, 2019 at 5:00 p.m. at the Lake Nona Lake House.

On Motion by Mr. Macre, second by Mr. da Silva, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District accepted Resolution 2019-07, Re-Setting the Date, Time and Location of the Public Hearing on the Proposed Budget for Fiscal Year 2020, for August 22, 2019 at 5:00 p.m. at the Lake Nona Lakehouse, 13623 Sachs Avenue, Orlando, FL 32827.

SEVENTH ORDER OF BUSINESS

Presentation of Preliminary Operations and Maintenance Methodology Report

Ms. Walden noted that behind the report is the form letter that will be going out to residents for the increase of assessments.

Mr. Plenzler presented the Preliminary Operations and Maintenance Methodology Report. Mr. Kaufmann asked what the impact is for residential based on the report. Mr. Plenzler stated that from the previous fiscal year the Board will see an increase on average of about 114% and the biggest reason for that was that there were some reserve funds that were paying down a lot of the O&M budget the last few years and the reserve is now depleted. The full O&M budget is now being allocated across all the units.

Ms. Walden explained that the SF medium for Fiscal Year 2019 was \$228.30 and it is going to \$488.00. Mr. Macre asked Mr. Plenzler about the increase. Mr. Plenzler stated that there is about a 114% increase for all the single family residential and townhome product, 40%-50% increase for multifamily, up to 400% increase for non-residential, and 35%-40% for vacant acres. Mr. Macre asked why increases are not flat across the size of the homes. He asked if the ERU values were not originally balanced. Mr. Plenzler stated that the ERU calculations were not being done year over year the past few years and now the District is seeing the full effect plus the impact of the depleted reserve funds. Going forward using this methodology the Board will see the 1 to 1 ratio.

The Board discussed the assessments and how to explain the increase to the residents. The Board asked if the unit count changed. Mr. Plenzler responded that the unit count adjusted slightly. There were some additional ERUs from one year to the next. The ERU values specifically related to the residential product type have not changed. Mr. Plenzler stated that a true ERU calculation was not done the prior fiscal year. The way the last fiscal year's budget was put together was not using this exact methodology.

If all the O&M assessments are added up it comes to \$986,000.00. Village walk is paying \$753,000.00 of that. Mr. Plenzler explained that the square footage for KPMG is not realized yet on the Property Appraiser Tax Roll. It is still in a vacant acres category via the property Appraiser data and when that shows up the square footage will be absorbed, the ERU will be applied and they will take on a much larger share on an ERU basis of O&M.

A Board Member asked if the District can provide residents feedback that once the commercial build outs are open and operating and being assessed the proper assessments going forward that they should see a decrease in the need of funds required from the residents. Mr. Plenzler stated that is correct.

Mr. Plenzler stated that he will bring back an example to show at the next meeting. The Board advised he explain the methodology to the residents in simplified terms and summarizing some of the statistics and showing the percentages will be valuable in putting the residents at ease. The Board asked Mr. Plenzler to prepare a bar chart showing the difference in dollar value. Mr. Plenzler will prepare that as a separate exhibit.

EIGHTH ORDER OF BUSINESS

**Ratification of Operation and
Maintenance Expenditures
Paid in May 2019 in an amount
totaling \$65,838.61**

Board Members reviewed the Operation and Maintenance Expenditures paid in May 2019 in an amount totaling \$65,838.61. Ms. Walden noted that these have already been approved and paid and just needs to be ratified by the Board.

On Motion by Mr. Scholl, second by Mr. da Silva, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures Paid in May 2019 in an amount totaling \$65,868.61.

NINTH ORDER OF BUSINESS

**Recommended Work
Authorization/Proposed
Services**

Mr. Kaufmann stated that included in the agenda package is a proposal for a repair of the trails from Driveway Maintenance., Inc. Mr. Kauffmann proposed that under Section B of the agreement (Minutes Exhibit A) the work would be completed within 60 days of execution. Mr. Kauffman stated that the Contractor has not seen the agreement yet.

Mr. Kauffman requested Board approval of the agreement between the District and Driveway Maintenance, Inc. for asphalt repair services, as amended.

On Motion by Mr. da Silva, second by Mr. Scholl, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District Approved the Agreement between the District and Driveway maintenance, Inc. for asphalt repair services, as amended, by Mr. Kauffmann in the amount of \$65,600.00.

TENTH ORDER OF BUSINESS

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

Ms. Walden presented the District's financial statements to the Board. No action is required by the Board.

ELEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel – Ms. Mackie stated that the Board previously discussed interest being earned on the District's Debt Service Reserve Account which is required pursuant to the Trust Indenture that pertains to the Series 2006 Refunded Bonds. To date the amount of excess in the Debt Service Reserve which is attributable to interest earned on those funds is about \$9,178.34. Absent direction from the District to

Trustee will continue to hold those funds in the Debt Service Reserve and those funds will continue to earn interest. The past three months have hovered around 2%. The District could leave the funds to accrue interest. The District could direct that the Trustee transmit those funds to the District to put in the General Fund or put towards reserves. The District could direct that the Trustee move those funds into the revenue account to go toward paying additional principle on the next interest payment date.

On Motion by Mr. da Silva, second by Mr. Macre, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District approved directing the Trustee to remit interest earned funds to the District to be held with the District's reserve monies

Ms. Mackie stated that the District received a letter from Tavistock Development requesting the District transmit a termination notice to Jr. Davis Construction Company relating to the construction of Performance Drive Phase 3, given that the need for project has been delayed until 2021 in terms of completion. Tavistock would bear all the costs related toward the termination of the agreement, however, the District is the contracting entity and would be required to formally terminate with Jr. Davis pursuant to the EJCDC contract by providing notice of the same.

On Motion by Mr. Macre, second by Mr. da Silva, with all in favor, the Board of Supervisors of the Myrtle Creek Improvement District directing District staff to transmit the Notice of Termination pursuant to the Construction Contract with Jr. Davis related to construction of Performance Drive Phase 3.

District Manager –	Ms. Walden noted that the next meeting is Tuesday, July 16, 2019.
District Engineer –	No Report
Construction Supervisor–	No Report
Irrigation Specialist -	No Report

TWELFTH ORDER OF BUSINESS

Supervisor Requests, Audience Comments & Adjournment

Mr. da Silva noted he was driving down Lake Nona Boulevard this morning and noticed a trailer parked on the District's lawn in front of the KPMG building being built. He talked to the Superintendent in charge for DPR and got it removed. It was the trailer of the contractor doing the fence.

On Motion by Mr. Scholl, second by Mr. Macre, with all in favor, the June 25, 2019 Meeting of the Board of Supervisors of the Myrtle Creek Improvement District was adjourned.

Secretary/Assistant Secretary

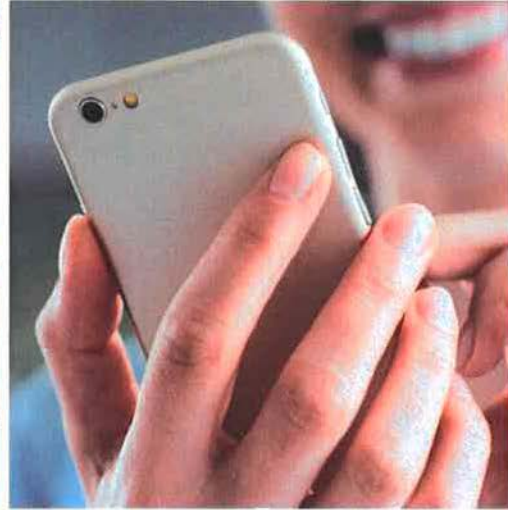
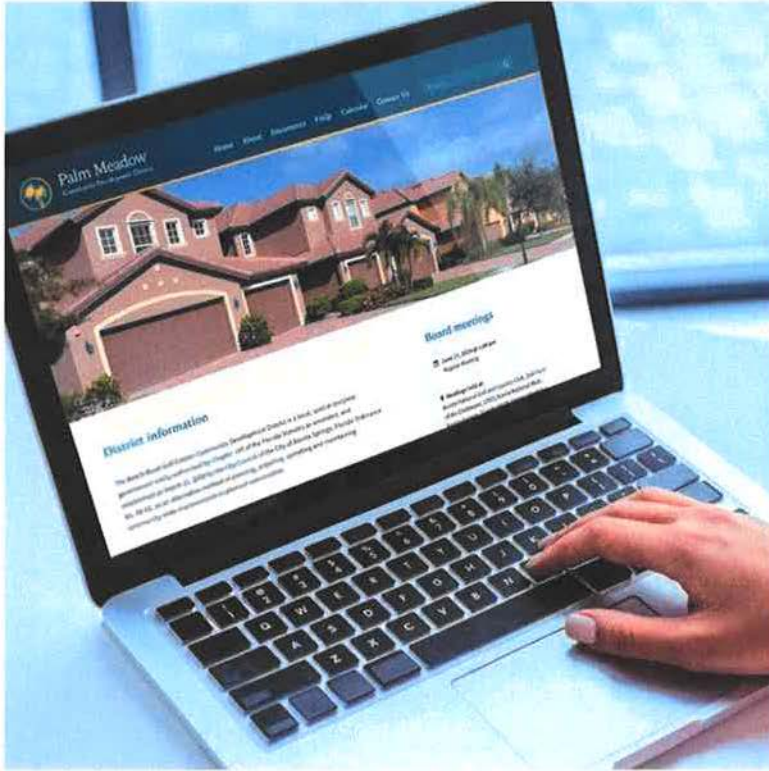
Chair/Vice Chair

MYRTLE CREEK IMPROVEMENT DISTRICT

District Website/ADA Auditing Services Proposal

MYRTLE CREEK IMPROVEMENT DISTRICT

Campus Suite



Keeping your community informed. And you compliant.

Myrtle Creek Community Development District

Proposal date: 2019-07-08

Proposal ID: NHFE8-TREEP-YN7PP-UGZZU

Pricing.....	2
Services.....	3-5
FAQs.....	6
Statement of work.....	7-8
Terms and conditions.....	9-12



Ted Saul

Director - Digital Communication

 Certified Specialist

campus
suite

Pricing

Effective date: 2019-07-15

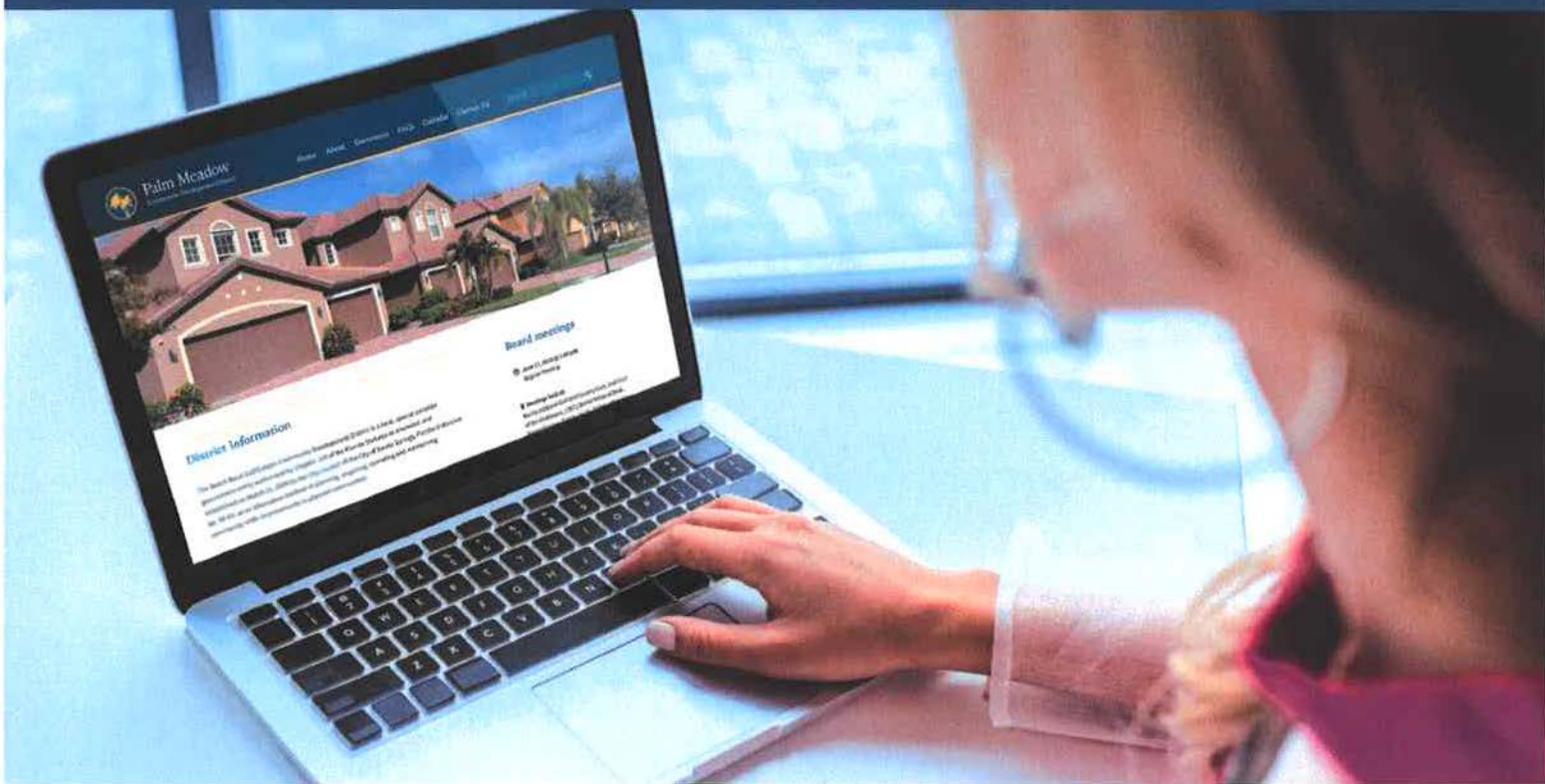
Implementation	
Onboarding of ADA Compliant Website and Remediation of Historical Documents	1
<ul style="list-style-type: none"> • Migration website pages and present on a staged website for approval • Initial PDF Accessibility Compliance Service for 1500 pages of remediation 	
Subtotal	\$2,325.00

Ongoing services	
Website services	1
<ul style="list-style-type: none"> • Hosting, support and training for users • Website management tools to make updates • Secure certification (https) • Monthly site reporting, monitoring and error corrections 	
Subtotal	\$600.00

Ongoing PDF Accessibility Compliance Service	
750 *	\$937.50
<ul style="list-style-type: none"> • Remediation of all PDFs stored on your website • Remediation of up to 750 PDF pages • Dashboard for reporting and managing all PDFs • 48-hour turnaround for fixes for board agendas • PDF manager dashboard 	
Social Media Manager	
Included	

Total: \$3,862.50

*Maximum PDF pages per 12 month period



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible – and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws



Save CDD board time and money



Keeping your community informed and compliant.



Accessibility Compliance
with Campus Suite

We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

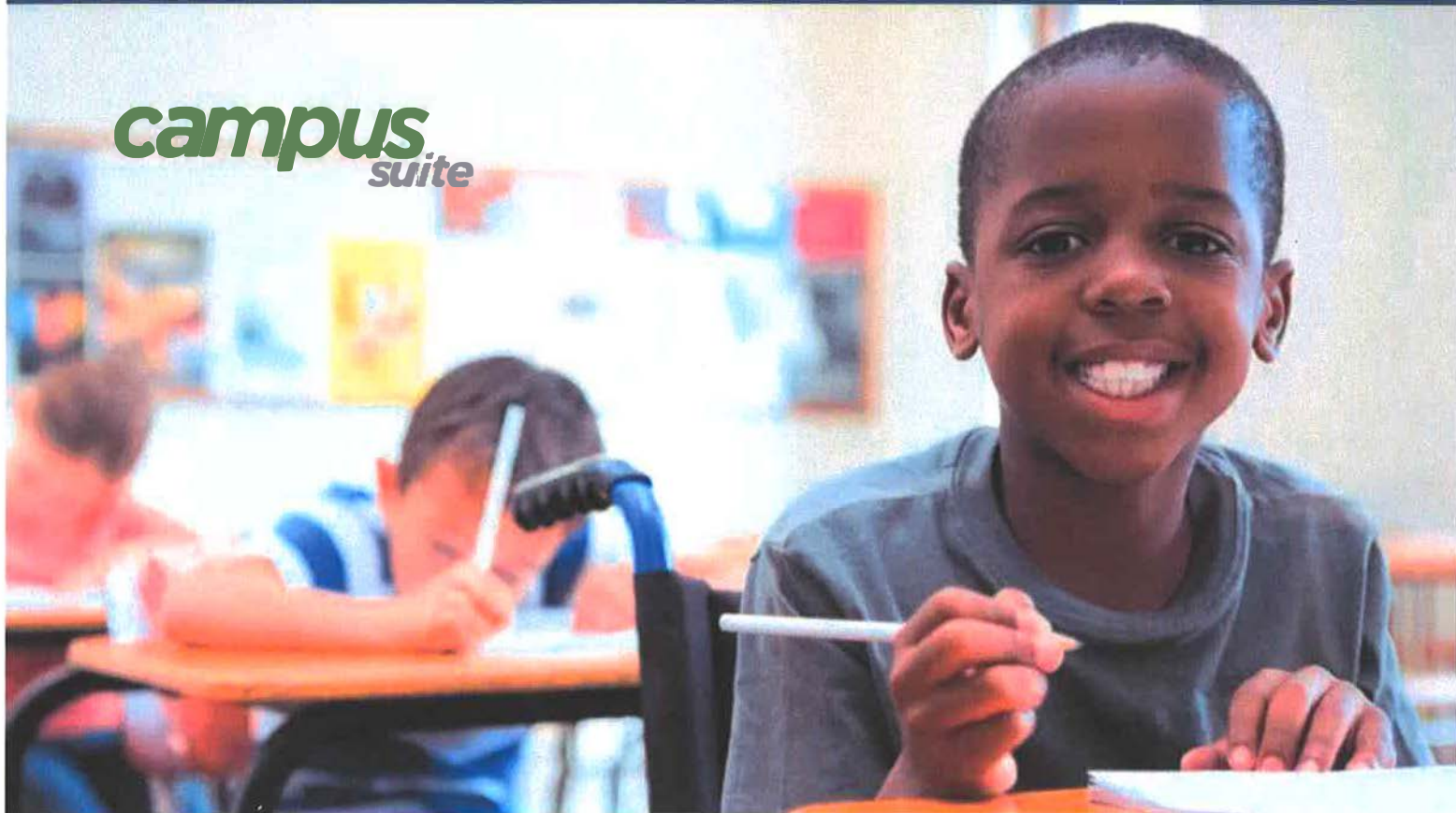
Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes

campus
suite



A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..



W3C
WCAG 2.0



**Campus Suite Academy
Website Accessibility Center**

www.campussuite.com/accessibility-center

Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

- I. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time (“WCAG”);
 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 3. Display an ADA compliance shield, seal, or certification;
 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be “mobile friendly” and offer a “mobile version” of the sites content for access from tablets or smart phones.
 6. Be free of any commercial advertising;
 7. Be free of any known spyware, virus, or malware;
 8. Secure certification (https)
 9. Secure cloud hosting with fail-overs
 10. Allow for data backups, and record retention as required by law;
 11. Allow for the display a calendar, reservation request form, and newsletter;
 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.*
2. **Maintenance and Management of the Website.**
 1. Contractor will manage and maintain the website;
 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;*
 - I. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

3. Monthly Auditing and Remediation Services.

1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

4. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

AGREEMENT BETWEEN THE Myrtle Creek COMMUNITY DEVELOPMENT DISTRICT AND INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES

This Agreement ("Agreement") is entered into as of 2019-07-15 by and between:

Myrtle Creek Community Development District, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Blvd., Orlando, FL 32817 (the "**District**"), and

Innersync Studio, Ltd., d/b/a Campus Suite, an Ohio limited liability company, authorized to do business in Florida, with a mailing address of 752 Dunwoodie Drive, Cincinnati, Ohio 45230 ("**Contractor**").

RECITALS

Whereas, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

Whereas, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

Whereas, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the Website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

Whereas, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

Whereas, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

Now, therefore, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Section 2. Scope of Work. Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include:

A. Initial Website Remediation. Contractor shall migrate the District's existing Website or otherwise create a new Website in order to produce a functional, responsive, working Website compliant with federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. convert up to 1500 pages of PDF documents identified by the District to accessible formats for assistive technologies. If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF;
- iii. provide a website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems;
- iv. provide options to create a District-branded design (colors, logo, etc.);
- v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("Compliance Shield");
- vi. cross-check ADA compliance for accessibility and compatibility of the Website with various technology mediums, including but not limited to mobile phones, smart phones, tablets, laptop computers, desktop computers, and provide "mobile friendly" or "mobile versions" of the Website accessible via various web browsers including but not limited to Internet Explorer, Edge, Mozilla, Safari, and Chrome;
- vii. eliminate and prevent any commercial advertising on the Website;
- viii. eliminate and prevent exposure to any known spyware, virus or malware affecting functionality or accessibility of the Website;

- ix. secure “https” certification and provide secure “cloud” hosting with fail-over back-up measures to ensure continued functionality and accessibility of the Website;
- x. provide data back-up and records retention measures as required by Florida law;
- xi. provide and/or allow display of a calendar, reservation request form, and newsletter, as applicable or necessary to the District;
- xii. provide a “dashboard” accessible to the District Manager or his or her designee which allows the District to upload and remove content, manage documents to be remediated by Contractor, and review ADA compliance reports generated by Contractor. However, Contractor shall ensure that the District does not have the ability to alter any other aspect of the Website which may negatively impact the functionality or accessibility of the Website;
- xiii. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards.

B. Maintenance. Starting October 1, 2019, Contractor shall provide on-going maintenance of the Website, to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. manage and maintain the Website;
- ii. remediate new documents, up to seven hundred fifty (750) pages per year; for any agenda packages, Contractor shall turn around the remediated version within two (2) business days; any updates or fixes needed to the agenda requiring remediation shall be remediated within 48 hours of the District Manager’s submission for such request.
- iii. remediate new documents identified by the District to accessible formats for assistive technologies. If certain documents are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in such document and provide contact information if anyone needs reasonable accommodations to access the full content within that document. For any agenda packages, including any updates thereto, Contractor shall turn around the remediated version within two (2) business days of the District Manager’s submission for such request.
- iv. provide assistive technical support via telephone and/or email, as reasonably needed, within regular business hours between 9 a.m. and 6 p.m., Monday through Friday, exclusive of federal holidays, which shall include but not be limited to assistance in converting newly added documents and upgrading to new ADA recommended standards, if any, and regularly corresponding with the District staff on such items as updates, changes and recommendations;
- v. store and retain all District content, including files, texts, parameters, documents, and other types of data by backing up the same in a separate storage system and regularly backing up new content as they are submitted and uploaded to the Website;
- vi. ensure that the Website is “live” and “on-line” at all times, unless a scheduled maintenance or upgrades

are required; for any scheduled maintenance or upgrades which would affect the functionality or accessibility of the Website for a prolonged time, Contractor shall provide reasonable advance notice to the District in writing, and post a disclaimer message on the Website during such maintenance or upgrade;

vii. perform monthly comprehensive technological, and human as needed, audits to ensure Website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any;

viii. in the event that certain documents are not able to be fully remediated and accessible in accordance with ADA compliance standards, Contractor shall immediately notify the District of such documents and shall provide contact information for anyone who needs reasonable accommodation to access all or any portion of such content;

ix. continue to provide and update, as needed, those Services identified in Section 2(A)(iii), (v), (viii), (x), and (xii); and

x. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor's expertise for Website design/best practices in accordance with the ADA requirements including but not limited to WCAG standards

C. Additional Services. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

i. providing a point of contact to respond to requests for Website accommodation;

ii. converting documents for a public records requests received by the District;

iii. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

Section 3. Compensation. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. Initial Website Remediation. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay Contractor a one-time fee of \$2,325.00 [plus (\$0.98) per page remediated pursuant to Section 2(A)(ii)]. Contractor shall invoice the District upon substantial completion of the Services provided in Section 2(A).

B. Maintenance. For performance of the Services as provided in Section 2(B) of this Agreement, starting October 1, 2019 the District shall pay Contractor (\$1,515.00) per year, payable in one annual installment for Ongoing PDF Accessibility Compliance Service and Website Services. Parties understands and acknowledges that this includes (i) the annual fee for the domain name for the District's Website, which Contractor shall pay, at its sole expense, on behalf of the District; and (ii) document remediation pursuant to Section 2(B)(iii) of up to seven-hundred fifty (750) pages per year ("Annual Max Pages").

C. Additional Conversions. For remediating and converting any documents in excess of the Annual Max Pages included in the maintenance price, Contractor shall provide such services for an amount not to exceed Ninety-Eight Cents (\$0.98) per page. Contractor shall perform remediation and conversion of additional documents only upon receipt of written authorization of the District approving the same.

D. Invoices; Payment. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

Section 4. Term and Termination.

A. Term. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. Termination. The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall (i) be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination; (ii) be permitted to remove the Compliance Shield from the Website as of the effective date of the termination; (iii) provide the District, or its designee, all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the service; and (iv) if the Contractor used proprietary and/or licensed software to provide the Services herein to the District, then

Contractor shall coordinate with the District as to the terminated use of such software, including any migration of the Website that may be required pursuant to such termination.

Section 5. Representations, Warranties and Covenants. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and Exhibit A; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

Section 6. Intellectual Property.

A. Contractor Materials. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. The District Materials; Publicity and Trademarks. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content (including all remediated content provided by the Contractor), under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to

address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "District Materials") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "System"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable and accepted security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. Right to Display Contractor's Compliance Shield / Accessibility Policy. Pursuant to this Agreement, the Contractor shall provide District a Compliance Shield and customized accessibility policy, which District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

Section 7. Public Records. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is _____ ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the

District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT () - , @ .COM, OR AT , FLORIDA .

Section 8. Indemnity.

A. Contractor agrees to indemnify and hold harmless the District and its officers, supervisors, staff, employees, successors, assigns, members, affiliates, attorneys or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, including but not limited to an ADA website related claim by a third-party, arising out of, wholly or in part by, Contractor's willfully reckless or willfully negligent act(s) or omission(s). Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

Section 9. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

Section 10. General Provisions.

A. Conflicts. The terms of this Agreement and Exhibit A are intended to complement each other, and to the extent they conflict, the terms of Exhibit A shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to Exhibit A; in all other respects, the provisions of this Agreement shall control.

B. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

C. Independent Contractor. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the

laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of t t t , Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

H. Default and Protection against Third-Party Interference. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

I. Notices. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor:

Innersync Studio, Ltd.,
d/b/a Campus Suite
752 Dunwoodie Drive
Cincinnati, Ohio 45230

Attn: Steven Williams

If to District:

Myrtle Creek Community Development District

Attn: District Manager

With a copy to:

Hopping Green & Sams PA

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301

Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. 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.

J. Entire Agreement. This Agreement, together with Exhibit A, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

K. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

L. Assignment. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. Amendments. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. Force Majeure. If either party is prevented from performing any of its obligations under this Agreement

due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. Survival. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. Waiver. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. 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 acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. Arm's Length Transaction. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. Descriptive Headings. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

In witness whereof, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST: Myrtle Creek COMMUNITY DEVELOPMENT DISTRICT

Secretary Chairperson, Board of Supervisors . Date

Print name

WITNESS: INNERSYNC STUDIO, LTD., D/B/A CAMPUS SUITE, an Ohio limited liability company

Print Name: By: Steven Williams, (Title) . Date

Exhibit A: Proposal for Services

Implementation

	Quantity	Subtotal
Onboarding of ADA Compliant Website and Remediation of Historical Documents	1	\$2,325.00
<ul style="list-style-type: none">• Migration website pages and present on a staged website for approval• Initial PDF Accessibility Compliance Service for 1500 pages of remediation		

Ongoing services

	Quantity	Subtotal
Website services	1	\$600.00
<ul style="list-style-type: none">• Hosting, support and training for users• Website management tools to make updates• Secure certification (https)• Monthly site reporting, monitoring and error corrections		
Ongoing PDF Accessibility Compliance Service	750*	\$937.50
<ul style="list-style-type: none">• Remediation of all PDFs stored on your website• Remediation of up to 750 PDF pages• Dashboard for reporting and managing all PDFs• 48-hour turnaround for fixes for board agendas• PDF manager dashboard		
Social Media Manager		Included

MYRTLE CREEK IMPROVEMENT DISTRICT

Community XS

Jennifer Walden

Subject: FW:

From: Dwayne Anderson [mailto:danderson@venturesin.com]
Sent: Tuesday, May 21, 2019 11:29 AM
To: Jennifer Walden <waldenj@pfm.com>;
Subject:

Hi--

I happened to come across an agenda on the Myrtle Creek site. I read through the ADA audit proposal you have and wanted to share some information and offer additional services to the district.

The CommunityXS template that's used to present the public facing district website has been extensively evaluated and remedied for accessibility. In October of last year, the site was evaluated by WebAim at the University of Utah. They identified a comprehensive list of accessibility issues that were then addressed by our team. The site then went through a follow-up evaluation to verify the issues were addressed correctly.

I have been making changes and upgrades to the site template since October and I'm happy to say that the site template is highly accessible. There always room for interpretation of the guidelines, but I'm confident to relay that the site supports the use of assistive technology.

The one exception is the pdf documents that you guys upload. Those must be addressed differently.

So, I've recently formulated agreements to provide the district with quarterly audits. This service is billed monthly and performed quarterly. The **monthly charge is \$40.00** in addition to the current services and is billed as a separate line item. This service is performed by me and the issues I find are corrected by me. So, this service includes remediation. The two step audit consists of an automated test using Lighthouse, an auditing tool created and maintained by Google, and a manually/visual evaluation by me. I have extensive knowledge of the site and the variable content that's contributed by your team, so the evaluation can be done rather quickly and at a lower cost than a third party.

We can also have the site evaluated by a third party, WebAim, at any time and that would be around \$1400.00 for a site like myrtle creek, although the formal proposal and price would come directly from WebAim. That is for automated and manual evaluation. A site with more content like a traditional community **will** most likely be a little more.

I just wanted to pass that information along as I haven't had a chance to formally introduce the program to my customers. Please feel free to pass this along to your associates at PFM.

If you'd like to talk more, or have questions, please let me know. Thanks!

--

Dwayne Anderson
Consultant
VenturesIn.com, Inc.
9560 W Linebaugh Ave
Tampa FL 33626
Ph. (813) 999-4499 | Mbl. (813) 205-0054
danderson@venturesin.com | <http://www.venturesin.com>

SUPPLEMENTAL AGREEMENT FOR WEBSITE ACCESSIBILITY CONSULTING SERVICE CommunityXS

IMPORTANT - READ CAREFULLY: This Supplemental Agreement for Website Accessibility Consulting Service ("Agreement") is a legal Agreement between you, the organization or entity, ("Customer") and VenturesIn.com, Inc. ("Consultant") which covers the service by VenturesIn to perform a website accessibility audit and remediation. VenturesIn agrees to provide Service to Customer and Customer agrees to pay VenturesIn for Service subject to the following terms and conditions:

- 1) **Engagement:**
 - a) Customer desires that Consultant conduct a website accessibility evaluation of a CommunityXS application-based web site.
 - b) Customer desires that Consultant remedy issues found during a website accessibility evaluation.
 - c) This Agreement shall remain in effect until unless terminated by either party by giving forty-five (45) days written notice to the other party.
- 2) **Fees and Payments**
 - a) Service Fee: \$40.00 per month.
 - b) Fees for the Services and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
 - c) If payment is not made according to the terms of the invoice, VenturesIn reserves the right to terminate Services.
- 3) **Services:**
 - a) Consultant shall, pursuant to the terms of this Agreement perform a comprehensive website accessibility evaluation (the "Services") with respect to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI). The consultant shall use a variety of tools and software products to facilitate the website accessibility evaluation. The Consultant shall evaluate all website content using automated testing tools and shall manually evaluate each page by reading or otherwise visually inspecting all elements.
 - b) Consultant shall, pursuant to the terms of this Agreement, modify website code and content (the "Services") to conform to the Web Content Accessibility Guidelines (WCAG) set forth by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI).
- 4) **Performance:**
 - a) Conformance to the Web Content Accessibility Guidelines (WCAG) shall be measured and scored by automated accessibility audits generated by Lighthouse, an open-source website auditing suite developed and maintained by Google.
 - b) Consultant agrees to modify web code and content to reach an Accessibility score of one hundred (100); indicating all applicable automated audits are "Passed".
- 5) **Service Frequency:**
 - a) Service shall be performed once per calendar quarter.
- 6) **Authorized Usage:**
 - a) Customer agrees that authorized VenturesIn support personnel may access system as required to facilitate Services.
- 7) **Errors and Omissions:**
 - a) Subject to the terms of this Agreement, the Customer shall not be prejudiced in any way by inadvertent errors or omissions made by Consultant in connection with this Agreement provided such errors and omissions are corrected promptly following discovery thereof. Upon the discovery of an inadvertent error or omission, Consultant shall make all appropriate adjustments as soon as practicable to correct such inadvertent error or omission.
- 8) **Limitation of Liability**
 - a) It is expressly agreed that in no event shall Consultant be liable for any damages whatsoever. The total liability of Consultant to Customer, and anyone claiming by, through, or under Customer for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Service or Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or failure to perform, shall not exceed the total compensation received by Consultant for Services.
- 9) **Customer Remedies:**
 - a) Consultant's entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.
- 10) **Supplemental Agreement:**
 - a) This Agreement supplements, and is automatically terminated upon termination of, the Application Hosting Agreement CommunityXS.
- 11) **No Waiver:**
 - a) Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.
- 12) **Severability:**
 - a) If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.
- 13) **Law:**
 - a) This Agreement shall be governed by the laws of the State of Florida and the parties agree to submit to the exclusive jurisdiction and venue of the Court of Hillsborough County, Florida in connection with any legal actions hereunder.
- 14) **General:**
 - a) Should you have any questions concerning this Agreement, or if you desire to contact VenturesIn for any reason, please write: VenturesIn.com, Inc., 9560 West Linebaugh Avenue, Tampa, Florida 33626.

I agree to the terms and conditions of this Consultant Service Agreement.

Customer Signature

Organization/Community/CDD/HOA

Print Name and Title

Sign

Date

MYRTLE CREEK IMPROVEMENT DISTRICT

V Global Tech



Technical & Human Audit Proposal for Public Facing Digital Assets (Software, Websites & Apps)

Goal: Ensure full compliance for people with disabilities as per:



**Nondiscrimination
requirements of
Title II of
the American
Disabilities Act
(ADA)**



**WCAG (Web
Content
Accessibility
Guidelines)**



**Section 508
Stipulations**



**Florida
Insurance
Alliance / eGIS
Risk Advisors
Guidelines**

Read more about details of the above list on VGlobalTech's website. All ADA requirements and information on these topics has been compiled in one place for our clients.

URL: <https://vglobaltech.com/website-compliance/>

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Page 1 of 11

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Version Log:

Date	Version#	Comments	Author
April 11, 2019	1.0	Technical and Human Audit	VB Joshi
April 12, 2019	1.1	Added 3 Options	VB Joshi
April 12, 2019	1.2	Added compliance process flow	VB Joshi

Your website gets 2 Compliance Seals **VGlobalTech's Technical Compliance Seal & Human** **Audit Compliance Seal**



VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Working together with your company we wish to add social value to the community we live in!

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Table of Contents

1.0	The Law.....	4
2.0	ADA & WCAG Compliance.....	4
3.0	Quarterly Technical & Human Audit Testing.....	5
3.1	Digital Asset Technical Compliance Seal:.....	6
3.2	Human Audit Seal:.....	6
4.0	Compliance Process Flow:.....	7
5.0	Pricing Options.....	8
6.0	Proposal Acceptance:.....	10
7.0	References:.....	11

1.0 The Law

Please familiarize your team with the Florida Statute 189.069 Special districts; required reporting of information; web-based public access. Source:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

2.0 ADA & WCAG Compliance

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

3.0 Quarterly Technical & Human Audit Testing

This audit is as per the Florida Insurance Alliance, eGIS Insurance Advisors and other insurance guidelines. Please check with your insurance agency for specific requirements. Read more here: https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech team is trained and well aware of ADA and WCAG 2.x Compliance guidelines. VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>



Together we are now able to provide not one but two compliance seals for all our customers. Details of the compliance seals are below.

3.1 Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

3.2 Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

4.0 Compliance Process Flow:



5.0 Pricing Options

Option 1 (recommended):

Quarterly Technical & Human Audits: \$1200 / Four Audits

- ✓ Covers all technical **AND** human audit aspects as per industry experts
- ✓ Discounted to cover both audits together
- ✓ Compliance seals renewed after every audit
- ✓ Ensure site and new content is in compliance with ALL standards
- ✓ Peace of mind

Option 2:

Quarterly Technical Audit Only*: \$900 / Four Audits

- ✓ Covers only technical aspects of elements, html, css, contrast etc as per WCAG
- ✓ Technical Audit Compliance seal renewed after every audit
- ✓ Does not cover human audit (additional considerations that are subjective to the person, assistive technology used etc)

Option 3:

Quarterly Human Audit Only**: \$800 / Four Audits

- ✓ Covers only human audit (considerations that are subjective to the person, assistive technology used etc conducted in a lab like environment)
- ✓ Human Audit Compliance seal renewed after every audit

This proposal includes following points, stipulations terms and conditions:

*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted*

* email and phone communication

*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALETECH**

*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

6.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

Please Sign and Date, Return to contact@vglobaltech.com:

For Customer

Date

VB Joshi

For VGlobalTech

Date

7.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chapStoolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



BBB Rating: A+

[Click for Profile](#)

Contact Information:

Website: <https://vglobaltech.com>

Email: contact@VGlobalTech.com

Call: 321-947-7777

VGlobalTech.com ~ Experience Innovation

Page 11 of 11

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: contact@VGlobalTech.com

Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. If is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted

MYRTLE CREEK IMPROVEMENT DISTRICT

ADA Site Compliance
(provided under separate cover)

MYRTLE CREEK IMPROVEMENT DISTRICT

**Agreement with Driveway Maintenance, Inc. for
Asphalt Repair Services**

**AGREEMENT BETWEEN THE MYRTLE CREEK IMPROVEMENT DISTRICT AND
DRIVEWAY MAINTENANCE, INC., FOR ASPHALT REPAIR SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2019, by and between:

Myrtle Creek Improvement District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in City of Orlando, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "District"); and

Driveway Maintenance, Inc., a Florida corporation, with a mailing address of P.O. Box 647585, Orlando, Florida 32861-7585 ("Contractor," together with District the "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"), by ordinance adopted by the City of Orlando, Florida; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide asphalt repair services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide asphalt repair services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

A. Contractor shall provide asphalt repair services, as described in **Exhibit A**. The

Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

- B.** Services shall commence upon execution of this Agreement and be completed within one hundred and twenty (120) calendar days of execution of this Agreement, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F.** Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** The District shall pay Contractor Sixty-Six Thousand Nine Hundred and Eighty Dollars (\$66,980.00) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the

Services pursuant to the terms of this Agreement. The District shall provide payment within thirty (30) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion; however the warranty doesn't extend to future damages caused by future root growth. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law

or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this

Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District:	Myrtle Creek Improvement District 12051 Corporate Boulevard Orlando, Florida 32817 Attn: District Manager
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With a copy to:	Hopping Green & Sams, P.A. 119 S. Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: District Counsel
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B. If to the Contractor:	Driveway Maintenance, Inc. P.O. Box 617585 Orlando, Florida 32861-7585 Attn: Duncan Jappy
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Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. 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 of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Orange County, Florida.

SECTION 25. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jennifer Walden ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 1d9, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-723-5900, WALDENJ@PFM.COM, OR AT 12051 Corporate Blvd, Orlando, FL 32817.

SECTION 26. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 27. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 28. 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.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

Attest:

**MYRTLE CREEK IMPROVEMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

DRIVEWAY MAINTENANCE, INC.

(Signature of Witness)

Duncan Jappy, General Manager

Exhibit A: Scope of Services



PROPOSAL

11-191514

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

6/4/2019

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

Myrtle Creek Improvement District
Lake Nona Blvd.
Orlando, FL 32827

(407)-816-6592

ATTENTION: Stephen Flint

As per directions to perform the following work:

ASPHALT REPAIR TREE ROOT DAMAGED ASPHALT: 127 AREAS TOTALING 23,850 SF
(Path will be closed for seven days)

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

OPTION FOR ASPHALT PATCHING OFF WELLSRING ROAD.....\$4,675.00
TO CHOOSE THIS OPTION PLEASE CIRCLE & INITIAL (YES/NO) _____
PRICE IF ALL WORK IS SIGNED UP.....\$1,380.00
TO CHOOSE THIS OPTION PLEASE CIRCLE & INITIAL (YES/NO) A A

PAGE 1 OF 2

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

WITH PAYMENTS TO BE MADE AS FOLLOWS:

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

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

ACCEPTANCE OF PROPOSAL

DATE OF ACCEPTANCE

PRINT NAME

SIGNATURE

x

Bryan Wilson

We Accept
Visa & Mastercard



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

DRIVEWAY MAINTENANCE INC.



PROPOSAL

11-191514

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

6/4/2019

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

Myrtle Creek Improvement District
Lake Nona Blvd.
Orlando, FL 32827

(407) - 816-6592

ATTENTION Stephen Flint

ASPHALT PATCHING: Approximately 360 SF

1. Sawcut and clean areas to be patched.
2. Tack areas with MS-1 primer tack.
3. Install hot plant mixed asphalt, Type S-III.
4. Roll and compact with a 3-5 ton roller.

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

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

*THIS CONTRACTOR CANNOT GUARANTEE THE ELIMINATION OF STANDING WATER.

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

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

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

PAGE 2 OF 2

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

** SIXTY FIVE THOUSAND SIX HUNDRED DOLLARS AND 00 CENTS **

WITH PAYMENTS TO BE MADE AS FOLLOWS:

1/3 UPON ACCEPTANCE, BALANCE 30 DAYS

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

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

ACCEPTANCE OF PROPOSAL

DATE OF ACCEPTANCE

PRINT NAME

SIGNATURE

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

DRIVEWAY MAINTENANCE INC.

Bryan Wilson

X



MYRTLE CREEK IMPROVEMENT DISTRICT

Financial Advisory Agreement

FINANCIAL ADVISORY AGREEMENT

This agreement ("Agreement"), made and entered into this ____ day of _____, 20e, (the "Effective Date") by and between **Myrtle Creek Improvement District** ("DISTRICT") and PFM Financial Advisors LLC. (hereinafter called "PFM"), sets forth the terms and conditions under which PFM shall provide services.

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

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

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

I. SCOPE OF SERVICES

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

II. WORK SCHEDULE

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

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

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

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

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

IV. FINANCIAL ADVISORY COMPENSATION

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

1. Reimbursable Expenses

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

2. Other Services

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

V. TERMS AND TERMINATION

This Agreement shall be effective as of the Effective Date until August 6, 2024 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless terminated in writing by either party upon thirty (30) days written notice to the other party without cause, or immediately upon written notice for good cause. For purposes of this Agreement, the term "good cause" shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by PFM which, in each case, PFM fails to cure within 10 days of notice thereof. Upon such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

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

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

VII. INFORMATION TO BE FURNISHED TO PFM

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

VIII. NOTICES

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

MYRTLE CREEK IMPROVEMENT DISTRICT

12051 Corporate Boulevard
Orlando, FL 32817
Attention: District Manager

PFM FINANCIAL ADVISORS LLC

300 South Orange Avenue, Suite 1170
Orlando, FL 32801
Attention: Brent Wilder, Managing Director

With a Copy To:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Attention: Tucker Mackie

IX. TITLE TRANSFER

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

X. PFM'S REPRESENTATIVES

1. Assignment of Named Individuals

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

- Hank Fishkind
- Kevin Plenzler

2. Changes in Staff Requested by the DISTRICT

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

XI. INSURANCE

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

XII. LIMITATION OF LIABILITY

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

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of DISTRICT by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other

than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

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

XV. ENTIRE AGREEMENT; SEVERABILITY

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

XVI. EXECUTION; COUNTERPARTS

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

XVII. PUBLIC RECORDS DISCLOSURE.

PFM understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly, PFM agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the DISTRICT is PFM Group Consulting LLC ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the PFM shall 1) keep and maintain public records required by the DISTRICT to perform the service; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the PFM does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon

completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in PFM's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the PFM, the PFM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats.

[Signature Page Follows]

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

MYRTLE CREEK IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

PFM FINANCIAL ADVISORS LLC

By: _____

Name: Brent Wilder

Title: Managing Director

Date: _____

EXHIBIT A
SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

EXHIBIT B
COMPENSATION FOR SERVICES (NEGOTIABLE)

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

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

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

NON-TRANSACTIONAL FEE SCHEDULE

C. Assessment Methodology Reports and Assessment Consultation

The fee for assessment methodology services associated with debt issuances will be negotiated with the District on a deal by deal basis.

O&M assessment methodology fee	\$7,500
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D. Professional Fees

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

E. Out of Pocket Expenses

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

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

Other Services

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

EXHIBIT C
INSURANCE

PFM Financial Advisors LLC. ("PFM") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. PFM also carries a \$10 million cyber liability policy.

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

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision

Cyber Liability \$50,000

General Liability \$0

Professional Liability (E&O) \$1,000,000

Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

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

MYRTLE CREEK IMPROVEMENT DISTRICT

FY 2020 Budget
(provided under separate cover)

MYRTLE CREEK IMPROVEMENT DISTRICT

Operation & Maintenance Expense Assessment Methodology Report



OPERATION & MAINTENANCE EXPENSE ASSESSMENT METHODOLOGY REPORT FOR MYRTLE CREEK IMPROVEMENT DISTRICT

FISCAL YEAR 2019-2020

July 2019

Prepared for:

**Members of the Board of Supervisors,
Myrtle Creek Improvement District**

Prepared on July 16, 2019

PFM Financial Advisors LLC
12051 Corporate Boulevard
Orlando, FL 32817



**OPERATION & MAINTENANCE EXPENSE ASSESSMENT
METHODOLOGY REPORT FOR
MYRTLE CREEK IMPROVEMENT DISTRICT
FISCAL YEAR 2019-2020**

July 16, 2019

1.0 Introduction

1.1 Purpose

The Myrtle Creek Improvement District ("Myrtle Creek" or "District" or "Myrtle Creek ID") was established in 2001. The District encompasses approximately 732 acres within the City of Orlando. The District has completed its master capital improvement plan ("CIP") for the development planned within the District. The District currently provides for the operation and maintenance ("O&M") of certain capital improvements. These O&M expenses are funded via the collection of an annual non-ad valorem special assessments. As the District's O&M responsibilities vary over time, the District's O&M expenses may vary on an annual basis to meet the District's needs.

This Operation and Maintenance Expense Assessment Methodology Report ("O&M Methodology Report") provides a methodology to allocate the annual O&M expenses among the residential development, non-residential development and vacant acres within the District that receive a special benefit from operation and maintenance activities undertaken by the District.

The methodology described herein allocates the District's annual O&M expenses to properties based upon the benefits each receives from the infrastructure program. This report is designed to conform to the requirements of Chapters 190 and 170, F.S. with respect to special assessments and is consistent with PFM Financial Advisors LLC ("PFM FA" or "Assessment Consultant") understanding of Florida law on this subject.



1.2 Background

The Board of Supervisors ("Board") of the District previously approved Resolution 2019-06 on May 21, 2019 which included the Myrtle Creek Community Development District Proposed Budget for Fiscal Year 2020 ("2019-2020 O&M Budget").

1.3 Purpose

The lands within the District have undergone substantial development since 2001. It is appropriate for the District to refine the methodology for both its current O&M operations associated with existing development within the District as well as outline the methodology regarding O&M expenses associated with the forecasted development within the District. This O&M Methodology Report is associated with the 2019-2020 Budget, but the methodology utilized herein can serve as a basis for allocation of future years operations and maintenance assessments to the extent the assumptions herein remain unchanged.

This O&M Methodology Report contains the recommended O&M assessment methodology ("O&M Methodology") to be used for allocating the District's Fiscal Year 2019-2020 O&M Budget, also, for the allocation of O&M assessments in future years. Table 1 summarizes the 2019-2020 O&M Budget on a net basis as well as on a gross basis. The estimated gross assessment is based on the proposed 2019-2020 O&M Budget, and it includes a 4% gross up for an allowance for early payment of assessments.



Table 1. Myrtle Creek Fiscal Year 2019-2020 O&M Budget

General & Administrative	\$ 138,700.00
Legislative	\$ 12,000.00
Financial & Administrative	\$ 126,700.00
 Field Operations	 \$ 863,970.70
Electric Utility Services	\$ 1,500.00
Water-Sewer Combination Services	\$ 25,000.00
Stormwater Control	\$ 10,160.00
Other Physical Environment	\$ 571,890.48
Wellspring Blvd./Performance Drive Expenses	\$ 5,000.00
Interchange Maintenance Expenses	\$ 112,893.55
New Operational Field Expenses	\$ 80,000.00
Road & Street Facilities	\$ 25,000.00
Parks & Recreation	\$ 20,000.00
Reserves	\$ 12,526.67
 Less	
Developer Contribution	\$ 47,956.00
Interest Income	\$ 8,000.00
 TOTAL (O&M on Roll)	 \$ 946,714.70
GROSS (O&M on Roll)	\$ 986,161.15

Source: Myrtle Creek ID Proposed Budget for Fiscal Year 2020

1.4 Requirements of a Valid Assessment Methodology

In PFM FA's experience, there are two primary requirements for special assessments to be valid under Florida law. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments. Second, the assessments must be fairly and reasonably allocated to the properties being assessed. If these two characteristics of valid special assessments are adhered to, Florida law provides some latitude to legislative bodies, such as the District's Board of Supervisors, in approving special assessments. Indeed, Florida courts have found that the mathematical perfection of calculating special benefit is likely impossible. Our research suggests that only if the District's Board was to act in an arbitrary, capricious, or grossly unfair fashion would its assessment methods be overturned.



2.0 Assessment Methodology

2.1 Overview

The assessment methodology is a process by which the District will allocate the costs associated with its O&M activities to properties in the District benefiting from the activities. The allocation is based upon the benefits that each property receives.

2.2 Allocation of Annual O&M Budget

The District has previously issued special assessment bonds to fund a portion of its CIP. As most of the District's annual O&M expenses relate to the O&M of capital improvements funded through the issuance of special assessment bonds, it is appropriate to use the equivalent residential unit ("ERU") values assigned to land uses for purposes of allocating bond debt service assessments for capital improvements. These ERU units have been approved by the Board as representative of the proportionate benefit conferred on properties due to the implementation of the District's CIP. The ERU values assigned to properties within the District are found in Table 2. The ERU values shown in Table 2 have also been used by the District as the basis for allocating annual O&M expenses. This structure has served the District well and is reasonable to continue the use of these ERU values as the foundation for the allocation of O&M expenses amongst the District's property owners. As shown in Table 2, the District includes or is forecast to include the following land uses and associated ERU values.

It's important to note that the District is still in the development process, and includes vacant developable acres, and the District has yet to finalize its full set of land uses, especially as it relates to the non-residential development within the District. Each developable vacant acre at this time is given an ERU value of 1.0. As the developable vacant lands are platted and developed, the residential units, commercial square footage and/or other development on these lands will be assessed consistent with the ERU values established within the O&M methodology.



Table 2. Myrtle Creek Existing and Forecast Land Uses and ERU Values

Residential	Units	ERU Value/Unit	ERUs
SF+ Medium	352	1.00	352.0
SF - Large	284	1.07	303.9
SF - Estate Homes	144	1.73	249.1
Duplex	392	0.85	333.2
Townhome	258	0.85	219.3
Multi-Family (apts)	278	0.31	86.2
Subtotal			1,543.7
Non-Residential	Units - SQFT	ERU Value/Unit	ERUs
Tennis Courts (units)	102	0.45	45.9
Training, Admin, Dorm Structures	128.06	0.65	83.2
USTA Stadium (seats)	0	0.45	0.0
USTAFL Facility	9.65	0.38	3.7
USPTA Facility	9.33	0.38	3.5
Corporate Training Rooms	0	0.25	0.0
Hotel Rooms	0	0.40	0.0
Village Walk @ Lake Nona	4.41	1.00	4.4
Subtotal			140.8
Vacant Acreage	Acreage	ERU Value/Unit	ERUs
Lake Nona Land Co LLC	99.0	1.00	99.0
Adventist Health System/Sunbelt Inc.	6.5	1.00	6.5
Lake Nona Land Co LLC	125.1	1.00	125.1
Lake Nona Land Co LLC	0.2	1.00	0.2
Adventist Health System/Sunbelt Inc.	8.4	1.00	8.4
Lake Nona Land Co LLC	11.3	1.00	11.3
KPMG	54.9	1.00	54.9
Lake Nona Land Co LLC	2.8	1.00	2.8
Lake Nona Land Co LLC	20.9	1.00	20.9
USTA	5.0	1.00	5.0
Subtotal			334.2
TOTAL			2,018.6

Source: Myrtle Creek ID and Tavistock Development Company

*Commercial SQFT divided by 1,000 to facilitate generation of ERU value

**Village Walk @ Lake Nona is an HOA Property (cannot be placed on roll)

With respect to O&M activities, it is reasonable that each unit receives a benefit from the community-wide O&M activities. As a result, the annual O&M budget is allocated on an ERU basis. Table 3 summarizes the allocation of the 2019-2020 O&M Budget in total and on an ERU basis.



Table 3. Summary of Annual O&M Assessments – Fiscal Year 2019-2020

Parcel ID	Residential Product Type	Unit Count	ERU Value/Unit	Total ERU's	O&M per Category in Gross Assessments	Gross O&M per Unit (FY19-20)
Individual Parcel IDs will be provided for each residential unit as available in the Property Appraiser data	SF - Medium	352	1.00	352.0	\$171,965	\$488.54
	SF - Large	284	1.07	303.9	\$148,456	\$522.73
	SF - Estate Homes	144	1.73	249.1	\$121,704	\$845.17
	Duplex	392	0.85	333.2	\$162,780	\$415.26
	Townhome	258	0.85	219.3	\$107,136	\$415.26
	Multi-Family (apts)	278	0.31	86.2	\$42,102	\$151.45
Subtotal				1,543.7	\$754,143	

Parcel ID	Nonresidential	SQFT* or Units			O&M per Category in Gross Assessments	Gross O&M per Unit (FY19-20)
302414496401000	Tennis Courts (units)	102	0.45	45.9	\$22,424	\$219.84
302414496401000	Training, Admin, Dorm Structures	128.06	0.65	83.2	\$40,667	\$317.55
302414496401000	USTA Stadium (seats)	0	0.45	0.0	\$0	\$0.00
302414496500001	USTAFL Facility	9.65	0.38	3.7	\$1,792	\$185.64
302414496500002	USPTA Facility	9.33	0.38	3.5	\$1,732	\$185.64
302413497101000	Corporate Training Rooms	0	0.25	0.0	\$0	\$0.00
TBD	Hotel Rooms	0	0.40	0.0	\$0	\$0.00
302413833601000	Village Walk @ Lake Nona**	4.41	1.00	4.4	\$2,154	\$488.54
Subtotal				140.8	\$68,769	

Parcel ID	Vacant Acreage	Acreage			O&M per Category in Gross Assessments	Gross O&M per Unit (FY19-20)
302413000000002	Lake Nona Land Co LLC	99.0	1.00	99.0	\$48,365	\$488.54
302413493501000	Adventist Health System/Sunbelt Inc.	6.5	1.00	6.5	\$3,195	\$488.54
302424000000003	Lake Nona Land Co LLC	127.1	1.00	125.1	\$61,116	\$488.54
312418000000006	Lake Nona Land Co LLC	0.2	1.00	0.2	\$98	\$488.54
312418468901000	Adventist Health System/Sunbelt Inc.	8.4	1.00	8.4	\$4,113	\$488.54
302424493902000	Lake Nona Land Co LLC	11.3	1.00	11.3	\$5,525	\$488.54
302413497101000	KPMG	54.9	1.00	54.9	\$26,821	\$488.54
302414496502000	Lake Nona Land Co LLC	2.8	1.00	2.8	\$1,383	\$488.54
302414496504000	Lake Nona Land Co LLC	20.9	1.00	20.9	\$10,191	\$488.54
302414496401000	USTA	5.0	1.00	5.0	\$2,443	\$488.54
Subtotal				334.2	\$163,249	
TOTAL				2,018.6	\$986,161	

Source: Myrtle Creek ID

*Commercial SQFT divided by 1,000 to facilitate generation of ERU value

**Village Walk @ Lake Nona is an HOA Property (cannot be placed on roll)

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
June 2019 in an amount totaling \$62,361.70**

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 June 1, 2019 through June 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$62,361.70**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ o. Assistant Secretary

7/4/19
1:41:13 PM

Myrtle Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 6/1/2019 to 6/30/2019

Page: 1

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3542	06/03/19	P	DONMC	Donald W. McIntosh Associates	\$382.35
3543	06/03/19	P	ORLSEN	Orlando Sentinel	\$70.41
3544	06/07/19	P	ALLEN	Allen E Smith Ranch & Farming	\$800.00
3545	06/07/19	P	BVLS	BrightView Landscape Services	\$3,873.00
3546	06/07/19	P	HGS	Hopping Green & Sams	\$2,991.89
3547	06/07/19	P	ORLSEN	Orlando Sentinel	\$196.25
3548	06/17/19	P	AWC	Aquatic Weed Control, Inc.	\$325.00
3549	06/17/19	P	BVLS	BrightView Landscape Services	\$19,562.50
3550	06/17/19	P	DAC	Digital Assurance Certificatio	\$1,500.00
3551	06/17/19	P	DONMC	Donald W. McIntosh Associates	\$9,734.32
3552	06/17/19	P	FMULCH	Florida Mulch	\$2,468.64
3553	06/17/19	P	GAI	Gai Consultants	\$700.00
3554	06/17/19	P	MLM	Michael's Lighting & Electric	\$81.25
3555	06/17/19	P	PFMGC	PFM Group Consulting	\$3,333.33
3556	06/17/19	P	TRUSTE	US Bank as Trustee for Myrtle	\$9,216.65
3557	06/17/19	P	VENTUR	VenturesIn.com	\$105.00
3558	06/20/19	P	DONMC	Donald W. McIntosh Associates	\$4,363.75
3559	06/20/19	P	ORLSEN	Orlando Sentinel	\$74.16
3560	06/27/19	P	FISH	Fishkind & Associates, Inc.	\$38.06
BANK SUN REGISTER TOTAL:					\$59,816.56
GRAND TOTAL :					\$59,816.56

Debt Service

DS
BC ID
DUL

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Wednesday, May 1, 2019 10:39 AM
To: Amanda Lane; Damon Ventura; AccountsPayable
Cc: Diana Garcia
Subject: RE: Myrtle Creek - FR #25

EXTERNAL EMAIL: Use care with links and attachments.

Myrtle Creek Funding Request #25 is approved for processing.

KDS

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

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, April 26, 2019 2:51 PM
To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #25

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #25 for \$452.76.

Amanda Lane
Assistant Chief District Accountant
PFM Group Consulting LLC
407.723.5900 – main number // 407.723.5901 – fax
844.736.4233 // 844.PFM.4CDD
12051 Corporate Blvd. | Orlando, FL 32817
LaneA@pfm.com

Please note my new email address and phone number, effective March 7, 2019

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #025

4/26/2019

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates Project 23217 (Lake Nona Myrtle Creek) Through 02/22/2019	36364	\$ 382.35
2	Orlando Sentinel Legal Advertising (Ad: 6204663 ; Reference: OSC5522018) Split 3 Ways	005522018000	\$ 70.41
TOTAL			\$ 452.76

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Monday, May 6, 2019 9:51 AM
To: Amanda Lane
Cc: Damon Ventura; Jeffrey Newton (jjnewton@dwma.com); Jennifer Walden; Lynne Mullins
Subject: FW: Myrtle Creek - FR #26
Attachments: MCID FR #026.pdf

EXTERNAL EMAIL: Use care with links and attachments.

Funding Request #026 is approved for processing.

KDS

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

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, May 3, 2019 5:26 PM
To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #26

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #26 for \$12,256.18.

Amanda Lane
Assistant Chief District Accountant
PFM Group Consulting LLC
407.723.5900 – main number // 407.723.5901 – fax
844.736.4233 // 844.PFM.4CDD
12051 Corporate Blvd. | Orlando, FL 32817
LaneA@pfm.com

Please note my new email address and phone number, effective March 7, 2019

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #026

5/3/2019

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates		
	Project 23217 (Lake Nona Myrtle Creek) Through 03/22/2019	36471	\$ 254.34
	Wellspring Drive Engineering Services Through 03/22/2019	36473	\$ 2,760.00
	Performance Drive Ph 3 Engineering Services Through 03/22/2019	36481	\$ 6,073.20
2	Florida Mulch		
	Wellspring Drive Mulch & Soil Conditioner Installation	105653	\$ 2,468.64
3	Gai Consultants		
	Performance Drive Ph 3 Services Through 04/13/2019	2137330	\$ 700.00
TOTAL			\$ 12,256.18

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Saturday, May 11, 2019 10:19 AM
To: Amanda Lane; Damon Ventura; AccountsPayable
Cc: Diana Garcia
Subject: RE: Myrtle Creek - FR #27

EXTERNAL EMAIL: Use care with links and attachments.

MCID Funding Request #27 is approved for processing.

KDS

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

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, May 10, 2019 5:42 PM
To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #27

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #27 for \$3,163.00.

Amanda Lane
Assistant Chief District Accountant
PFM Group Consulting LLC
407.723.5900 – main number // 407.723.5901 – fax
844.736.4233 // 844.PFM.4CDD
12051 Corporate Blvd. | Orlando, FL 32817
LaneA@pfm.com

Please note my new email address and phone number, effective March 7, 2019

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #027

5/10/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services Wellspring Drive May Landscaping Maintenance	6284909	\$ 3,163.00
TOTAL			\$ 3,163.00

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Sunday, May 19, 2019 11:00 AM
To: Amanda Lane; Damon Ventura; AccountsPayable
Cc: Diana Garcia
Subject: RE: Myrtle Creek - FR #28

EXTERNAL EMAIL: Use care with links and attachments.

Myrtle Creek Funding Request #28 is approved for processing.

KDS

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

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, May 17, 2019 4:28 PM
To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #28

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #28 for \$4,437.91n

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | phone 407.723.5900 | fax 407.723.5901 | web pfm.com
12051 Corporate Blvd. | Orlando, FL 32817

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #028

5/17/2019

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates Weelspring Drive & Performance Drive Engineering Services Through 04/19/2019	36586	\$ 4,363.75
2	Orlando Sentinel Construction Legal Advertising (Ad: 62403485 Reference: OSC6189817)	6189817000	\$ 74.16
TOTAL			\$ 4,437.91

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #397

5/31/2019

Item No.	Payee	Invoice Number	General Fund
1	Allen E Smith Ranch & Farming Oak Tree Removal	4050	\$ 800.00
2	BrightView Landscape Services Spring Flower Rotation	6324988	\$ 1,662.50
	Controller #4 Repairs	6350667	\$ 497.50
	Controller #2 Repairs	6350669	\$ 536.00
	Controller #3 Repairs	6350670	\$ 517.00
	Controller #4 Repairs	6350675	\$ 660.00
3	Hopping Green & Sams General Counsel Through 04/30/2019	107557	\$ 2,991.89
4	Orlando Sentinel Legal Advertising on 05/14/2019 (Ad: 6247335)	006514501000	\$ 196.25
TOTAL			\$ 7,861.14



Secretary/Assistant Secretary



Chairperson



RECEIVED JUN 03 2019

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #398

6/7/2019

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control June Waterway Service	36665	\$ 325.00
2	Boggy Creek Improvement District May ICM Expenses <i>pd online 6/16/19</i>	ICM2019-08	\$ 7,917.72
3	BrightView Landscape Services June Landscape Maintenance	6344997	\$ 15,207.00
4	Digital Assurance Certification Annual Dissemination Fees	43804	\$ 1,500.00
5	Florida Mulch Mulch Installation	105653	\$ 2,468.64 <i>duplicate from FR 26</i>
6	Michael's Lighting & Electric Night Lighting Check on 05/31/2019	9240	\$ 81.25
7	OUC <i>pd online 6/16/19</i> Acct: 4782400001 ; Service 05/02/2019 - 06/03/2019	--	\$ 3,844.07
8	VenturesIn.com June Application Hosting	44594	\$ 105.00
TOTAL			\$ 31,448.68 28,980.04

Jeff L. Walden
Secretary/Assistant Secretary

Chairperson

Jeff Kell
6/10/19

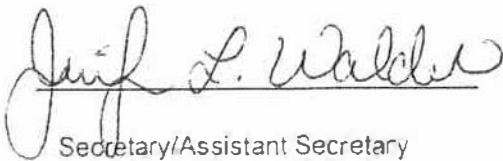
RECEIVED JUN 10 2019

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #399

6/14/2019

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Irrigation Repairs	6358515	\$ 575.00
	Irrigation Repairs	6358516	\$ 617.50
2	Donald W McIntosh Associates		
	Engineering Services Through 05/17/2019	36690	\$ 646.78
3	PFM Group Consulting		
	DM Fee: June 2019	DM-06-2019-0038	\$ 3,333.33
TOTAL			\$ 5,172.61


Secretary/Assistant Secretary

Chairperson


6/15/19

RECEIVED JUN 15 2019

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #400

6/21/2019

Item No.	Payee	Invoice Number	General Fund
1	Fishkind & Associates Conference Call Reimbursables	24514	\$ 38.06
TOTAL			\$ 38.06


Secretary/Assistant Secretary

Chairperson


6/22/19

RECEIVED JUN 22 2019

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
July 2019 in an amount totaling \$42,840.58**
(provided under separate cover)

MYRTLE CREEK IMPROVEMENT DISTRICT

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

MYRTLE CREEK IMPROVEMENT DISTRICT

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

Myrtle Creek Improvement District
Statement of Activities
As of 6/30/2019

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$491,063.47				\$491,063.47
Developer Contributions	46,950.64				46,950.64
Other Income & Other Financing Sources	1.32				1.32
Inter-Fund Transfers In	54,321.28				54,321.28
On-Roll Assessments		\$1,333,707.04			1,333,707.04
Other Assessments		41,201.34			41,201.34
Developer Contributions			\$90,746.23		90,746.23
Inter-Fund Transfers In			(54,321.28)		(54,321.28)
Total Revenues	<u>\$592,336.71</u>	<u>\$1,374,908.38</u>	<u>\$36,424.95</u>	<u>\$0.00</u>	<u>\$2,003,670.04</u>
<u>Expenses</u>					
Supervisor Fees	\$7,000.00				\$7,000.00
Public Officials' Liability Insurance	3,250.00				3,250.00
Trustee Services	8,072.63				8,072.63
Management	29,999.97				29,999.97
Engineering	12,914.28				12,914.28
Dissemination Agent	1,750.00				1,750.00
Property Appraiser	1,432.00				1,432.00
District Counsel	16,481.99				16,481.99
Assessment Administration	7,500.00				7,500.00
Audit	3,923.00				3,923.00
Travel and Per Diem	79.70				79.70
Telephone	180.62				180.62
Postage & Shipping	90.24				90.24
Copies	391.50				391.50
Legal Advertising	3,090.20				3,090.20
Property Taxes	123.22				123.22
Web Site Maintenance	964.99				964.99
Holiday Decorations	1,246.00				1,246.00
Dues, Licenses, and Fees	175.00				175.00
Electric	632.58				632.58
Entry Lighting	136.39				136.39
Water Reclaimed	21,271.16				21,271.16
Aquatic Contract	2,175.00				2,175.00
General Liability Insurance	3,723.00				3,723.00
Irrigation	52,844.11				52,844.11
Landscaping Maintenance & Material	170,635.67				170,635.67
Flower & Plant Replacement	46,827.70				46,827.70
Contingency	4,355.00				4,355.00

Myrtle Creek Improvement District
Statement of Activities
As of 6/30/2019

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
IME - Aquatics Maintenance	2,367.26				2,367.26
IME - Irrigation	2,730.43				2,730.43
IME - Landscaping	52,774.51				52,774.51
IME - Lighting	1,797.28				1,797.28
IME - Miscellaneous	2,377.00				2,377.00
IME - Water Reclaimed	649.00				649.00
Entry and Wall Maintenance	5,417.00				5,417.00
Streetlights	9,008.44				9,008.44
Principal Payments		\$715,000.00			715,000.00
Interest Payments		635,600.00			635,600.00
Engineering			\$83,609.14		83,609.14
District Counsel			117.50		117.50
Legal Advertising			1,339.89		1,339.89
Contingency			97,235.59		97,235.59
Total Expenses	<u>\$478,386.87</u>	<u>\$1,350,600.00</u>	<u>\$182,302.12</u>	<u>\$0.00</u>	<u>\$2,011,288.99</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$4,647.85				\$4,647.85
Interest Income		\$19,754.91			19,754.91
Interest Income			\$4,520.18		4,520.18
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$4,647.85</u>	<u>\$19,754.91</u>	<u>\$4,520.18</u>	<u>\$0.00</u>	<u>\$28,922.94</u>
Change In Net Assets	\$118,597.69	\$44,063.29	(\$141,356.99)	\$0.00	\$21,303.99
Net Assets At Beginning Of Year	<u>\$375,099.83</u>	<u>\$1,166,705.94</u>	<u>\$394,577.78</u>	<u>\$0.00</u>	<u>\$1,936,383.55</u>
Net Assets At End Of Year	<u><u>\$493,697.52</u></u>	<u><u>\$1,210,769.23</u></u>	<u><u>\$253,220.79</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,957,687.54</u></u>

Myrtle Creek Improvement District

Statement of Financial Position

As of 6/30/2019

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$146,549.99				\$146,549.99
Money Market Account	176,790.04				176,790.04
State Board of Administration	3,913.93				3,913.93
Accounts Receivable - Due from Developer	66,941.28				66,941.28
Deposits	4,300.00				4,300.00
General Reserve	133,464.59				133,464.59
Due From Other Funds		\$9,216.65			9,216.65
Debt Service Reserve		342,640.84			342,640.84
Revenue		838,238.06			838,238.06
Prepayment		20,673.68			20,673.68
Acquisition/Construction			\$397,103.35		397,103.35
Total Current Assets	<u>\$531,959.83</u>	<u>\$1,210,769.23</u>	<u>\$397,103.35</u>	<u>\$0.00</u>	<u>\$2,139,832.41</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,201,552.58	\$1,201,552.58
Amount To Be Provided				16,813,447.42	16,813,447.42
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$18,015,000.00</u>	<u>\$18,015,000.00</u>
Total Assets	<u><u>\$531,959.83</u></u>	<u><u>\$1,210,769.23</u></u>	<u><u>\$397,103.35</u></u>	<u><u>\$18,015,000.00</u></u>	<u><u>\$20,154,832.41</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$18,035.80				\$18,035.80
Due To Other Governmental Units	6,956.51				6,956.51
Deferred Revenue	13,270.00				13,270.00
Accounts Payable			\$53,671.28		53,671.28
Retainage Payable			36,540.00		36,540.00
Deferred Revenue			53,671.28		53,671.28
Total Current Liabilities	<u>\$38,262.31</u>	<u>\$0.00</u>	<u>\$143,882.56</u>	<u>\$0.00</u>	<u>\$182,144.87</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable- Long-Term				\$18,015,000.00	\$18,015,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$18,015,000.00</u>	<u>\$18,015,000.00</u>
Total Liabilities	<u><u>\$38,262.31</u></u>	<u><u>\$0.00</u></u>	<u><u>\$143,882.56</u></u>	<u><u>\$18,015,000.00</u></u>	<u><u>\$18,197,144.87</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$1,271,568.72				\$1,271,568.72
Current Year Net Assets, Unrestricted	54,321.28				54,321.28
Net Assets - General Government	(896,468.89)				(896,468.89)
Current Year Net Assets- General Government	64,276.41				64,276.41
Net Assets, Unrestricted		\$1,166,705.94			1,166,705.94
Current Year Net Assets, Unrestricted		44,063.29			44,063.29
Net Assets, Unrestricted			(\$417,951.06)		(417,951.06)
Net Assets, Unrestricted			812,528.84		812,528.84
Current Year Net Assets, Unrestricted			(141,856.99)		(141,856.99)
Total Net Assets	<u><u>\$493,697.52</u></u>	<u><u>\$1,210,769.23</u></u>	<u><u>\$253,220.79</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,957,687.54</u></u>
Total Liabilities and Net Assets	<u><u>\$531,959.83</u></u>	<u><u>\$1,210,769.23</u></u>	<u><u>\$397,103.35</u></u>	<u><u>\$18,015,000.00</u></u>	<u><u>\$20,154,832.41</u></u>

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 06/30/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ 491,063.47	\$ 369,537.12	\$ 121,526.35	\$ 492,716.16
Developer Contributions	46,950.64	-	46,950.64	-
Other Income & Other Financing Sources	1.32	-	1.32	-
Money Market Reserve	21,034.85	195,268.08	(174,233.23)	260,357.44
Net Revenues	\$ 559,050.28	\$ 564,805.20	\$ (5,754.92)	\$ 753,073.60
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 7,000.00	\$ 9,000.00	\$ (2,000.00)	\$ 12,000.00
Financial & Administrative				
Public Officials' Liability Insurance	3,250.00	2,681.25	568.75	3,575.00
Trustee Services	8,072.63	1,500.00	6,572.63	2,000.00
Management	29,999.97	30,000.00	(0.03)	40,000.00
Engineering				
District Engineering	7,031.78	3,750.00	3,281.78	5,000.00
Wellspring Engineering	5,882.50	-	5,882.50	-
Dissemination Agent	1,750.00	3,750.00	(2,000.00)	5,000.00
Property Appraiser	1,432.00	2,250.00	(818.00)	3,000.00
District Counsel	16,481.99	15,000.00	1,481.99	20,000.00
Assessment Administration	7,500.00	5,625.00	1,875.00	7,500.00
Audit	3,923.00	2,981.25	941.75	3,975.00
Arbitrage Calculation	-	675.00	(675.00)	900.00
Travel and Per Diem	79.70	375.00	(295.30)	500.00
Telephone	180.62	375.00	(194.38)	500.00
Postage & Shipping	90.24	375.00	(284.76)	500.00
Copies	391.50	1,500.00	(1,108.50)	2,000.00
Legal Advertising	3,090.20	3,750.00	(659.80)	5,000.00
Bank Fees	-	37.50	(37.50)	50.00
Miscellaneous	-	3,750.00	(3,750.00)	5,000.00
Property Taxes	123.22	56.25	66.97	75.00
Web Site Maintenance	964.99	937.50	27.49	1,250.00
Holiday Decorations	1,246.00	-	1,246.00	-
Dues, Licenses, and Fees	175.00	131.25	43.75	175.00
Total General & Administrative Expenses	\$ 98,665.34	\$ 88,500.00	\$ 10,165.34	\$ 118,000.00

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 06/30/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ 632.58	\$ 750.00	\$ (117.42)	\$ 1,000.00
Entry Lighting	136.39	375.00	(238.61)	500.00
Water-Sewer Combination Services				
Water Reclaimed	21,271.16	7,500.00	13,771.16	10,000.00
Stormwater Control				
Aquatic Contract	2,175.00	3,870.00	(1,695.00)	5,160.00
Lake/Pond Repair Reserve	-	3,750.00	(3,750.00)	5,000.00
Other Physical Environment				
General Liability Insurance	3,723.00	3,750.00	(27.00)	5,000.00
Property & Casualty Insurance	-	1,125.00	(1,125.00)	1,500.00
Auto Insurance	-	562.50	(562.50)	750.00
Irrigation				
District Irrigation	20,447.61	22,500.00	(2,052.39)	30,000.00
Reserve Irrigation (Controller Replacement)	27,743.00	-	27,743.00	-
Wellspring Irrigation	4,653.50	-	4,653.50	-
Landscaping Maintenance & Material				
District Landscaping	136,902.49	136,863.00	39.49	182,484.00
Gateway Road Landscaping	2,797.54	-	2,797.54	-
Wellspring Landscaping	30,935.64	-	30,935.64	-
Tree Trimming	-	30,000.00	(30,000.00)	40,000.00
Flower & Plant Replacement				
District Flower & Plant Replacement	28,078.70	82,500.00	(54,421.30)	110,000.00
Wellspring Flower & Plant Replacement	18,749.00	-	18,749.00	-
Contingency	4,355.00	17,569.73	(13,214.73)	23,426.31
Hurricane Cleanup	-	11,250.00	(11,250.00)	15,000.00

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 06/30/2019

	YTD Actual	YTD Budget	YTD Variance	FY 2019 Adopted Budget
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	2,367.26	2,504.25	(136.99)	3,339.00
IME - Irrigation	2,730.43	23,625.00	(20,894.57)	31,500.00
IME - Landscaping	52,774.51	57,916.22	(5,141.71)	77,221.62
IME - Lighting	1,797.28	15,000.00	(13,202.72)	20,000.00
IME - Miscellaneous	2,377.00	-	2,377.00	-
IME - Water Reclaimed	649.00	2,362.50	(1,713.50)	3,150.00
New Operational Field Expenses				
Trail Benches	-	-	-	-
Crosswalk Improvements	-	12,387.00	(12,387.00)	16,516.00
Road & Street Facilities				
Entry and Wall Maintenance	5,417.00	7,500.00	(2,083.00)	10,000.00
Streetlights	9,008.44	9,000.00	8.44	12,000.00
Parks & Recreation				
Personnel Leasing Agreement	-	15,000.00	(15,000.00)	20,000.00
Reserves				
Infrastructure Capital Reserve	-	7,625.00	(7,625.00)	10,166.67
Interchange Maintenance Reserve	-	1,770.00	(1,770.00)	2,360.00
Total Field Operations Expenses	\$ 379,721.53	\$ 477,055.20	\$ (97,333.67)	\$ 636,073.60
Total Expenses	\$ 478,386.87	\$ 565,555.20	\$ (87,168.33)	\$ 754,073.60
Income (Loss) from Operations	\$ 80,663.41	\$ (750.00)	\$ 81,413.41	\$ (1,000.00)
Other Income (Expense)				
Interest Income	\$ 4,647.85	\$ 750.00	\$ 3,897.85	\$ 1,000.00
Total Other Income (Expense)	\$ 4,647.85	\$ 750.00	\$ 3,897.85	\$ 1,000.00
Net Income (Loss)	\$ 85,311.26	\$ -	\$ 85,311.26	\$ -

Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 06/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	YTD Actual
Revenues										
On-Roll Assessments	\$ -	\$ 8,022.68	\$ 288,399.36	\$ 75,733.53	\$ 85,542.34	\$ 17,236.55	\$ 5,891.25	\$ 7,872.02	\$ 2,365.74	\$ 491,063.47
Developer Contributions	3,163.00	-	16,636.00	-	3,163.00	3,689.50	8,168.00	3,739.50	8,391.64	46,950.64
Other Income & Other Financial Sources	-	-	1.32	-	-	-	-	-	-	1.32
Money Market Reserve	19,962.67	1,072.18	-	-	-	-	-	-	-	21,034.85
Net Revenues	\$ 23,125.67	\$ 9,094.86	\$ 305,036.68	\$ 75,733.53	\$ 88,705.34	\$ 20,926.05	\$ 14,059.25	\$ 11,611.52	\$ 10,757.38	\$ 559,050.28
General & Administrative Expenses										
Legislative										
Supervisor Fees	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ -	\$ 7,000.00
Financial & Administrative										
Public Officials' Liability Insurance	3,250.00	-	-	-	-	-	-	-	-	3,250.00
Trustee Services	-	8,072.63	-	-	-	-	-	-	-	8,072.63
Management	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	29,999.97
Engineering										
District Engineering	-	458.50	971.50	593.50	706.00	-	595.50	3,060.00	646.78	7,031.78
Wellspring Engineering	-	-	-	-	-	-	3,122.50	2,760.00	-	5,882.50
Dissemination Agent	-	-	-	250.00	1,250.00	-	(1,250.00)	-	1,500.00	1,750.00
Property Appraiser	-	1,432.00	-	-	-	-	-	-	-	1,432.00
District Counsel	-	-	2,565.10	2,376.50	2,514.89	2,289.13	1,631.49	5,104.88	-	16,481.99
Assessment Administration	7,500.00	-	-	-	-	-	-	-	-	7,500.00
Audit	-	-	-	-	2,023.00	1,900.00	-	-	-	3,923.00
Arbitrage Calculation	-	-	-	-	-	-	-	-	-	-
Travel and Per Diem	-	9.31	32.29	9.22	14.44	4.64	-	9.80	-	79.70
Telephone	-	11.88	28.05	28.11	23.98	-	24.75	31.79	38.06	180.62
Postage & Shipping	-	31.37	13.17	12.59	4.93	28.18	-	-	-	90.24
Copies	-	54.00	142.50	58.50	136.50	-	-	-	-	391.50
Legal Advertising	256.92	-	-	196.25	196.25	781.92	1,462.61	196.25	-	3,090.20
Bank Fees	-	-	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Property Taxes	-	123.22	-	-	-	-	-	-	-	123.22
Web Site Maintenance	105.00	105.00	105.00	124.99	105.00	105.00	105.00	105.00	105.00	964.99
Holiday Decorations	-	-	1,246.00	-	-	-	-	-	-	1,246.00
Dues, Licenses, and Fees	175.00	-	-	-	-	-	-	-	-	175.00
Total General & Administrative Expenses	\$ 15,420.25	\$ 14,431.24	\$ 9,236.94	\$ 7,776.99	\$ 11,308.32	\$ 9,442.20	\$ 10,025.18	\$ 15,401.05	\$ 5,623.17	\$ 98,665.34

Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 06/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	YTD Actual
Field Operations										
Electric Utility Services										
Electric	\$ -	\$ 78.69	\$ 79.60	\$ 79.93	\$ 79.41	\$ 78.37	\$ 79.83	\$ 78.69	\$ 78.06	\$ 632.58
Entry Lighting	-	15.67	16.09	17.44	17.55	17.13	17.74	17.33	17.44	136.39
Water-Sewer Combination Services										
Water Reclaimed	-	4,158.99	3,663.44	3,021.66	2,851.94	1,499.46	1,240.33	2,735.34	2,700.00	21,271.16
Stormwater Control										
Aquatic Contract	-	650.00	-	-	225.00	325.00	325.00	325.00	325.00	2,175.00
Lake/Pond Repair Reserve	-	-	-	-	-	-	-	-	-	-
Other Physical Environment										
General Liability Insurance	3,723.00	-	-	-	-	-	-	-	-	3,723.00
Property & Casualty Insurance	-	-	-	-	-	-	-	-	-	-
Auto Insurance	-	-	-	-	-	-	-	-	-	-
Irrigation										
District Irrigation	329.25	1,287.27	-	4,498.16	77.50	764.00	3,124.50	4,825.63	5,541.30	20,447.61
Reserve Irrigation (Controller Replacement)	-	-	-	-	-	16,645.80	11,097.20	-	-	27,743.00
Wellspring Irrigation	-	-	-	-	526.50	-	2,459.00	1,419.00	249.00	4,653.50
Landscaping Maintenance & Material										
District Landscaping	15,207.00	15,207.00	15,207.00	15,207.00	15,207.00	15,207.00	15,246.49	15,207.00	15,207.00	136,902.49
Gateway Road Landscaping	-	-	-	-	-	-	-	2,758.05	39.49	2,797.54
Wellspring Landscaping	3,163.00	3,163.00	3,163.00	3,163.00	3,163.00	3,163.00	3,163.00	5,631.64	3,163.00	30,935.64
Tree Trimming	-	-	-	-	-	-	-	-	-	-
Flower & Plant Replacement										
District Flower & Plant Replacement	-	7,639.10	4,311.00	-	6,465.90	-	-	9,662.70	-	28,078.70
Wellspring Flower & Plant Replacement	-	10,310.00	-	-	-	-	-	6,349.00	2,090.00	18,749.00
Contingency	-	-	-	-	2,950.00	-	-	1,405.00	-	4,355.00
Hurricane Cleanup	-	-	-	-	-	-	-	-	-	-

Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 06/30/2019

	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	YTD Actual
Interchange Maintenance Expenses										
IME - Aquatics Maintenance	-	526.05	263.03	263.03	263.03	263.03	263.03	263.03	263.03	2,367.26
IME - Irrigation	-	-	9.45	517.61	294.13	-	1,837.58	-	71.66	2,730.43
IME - Landscaping	6,435.14	6,435.14	6,435.14	6,435.14	6,435.14	7,728.53	-	6,435.14	6,435.14	52,774.51
IME - Lighting	86.00	229.66	175.63	92.45	661.73	358.23	69.55	60.95	63.08	1,797.28
IME - Miscellaneous	-	-	1,107.54	228.38	-	-	-	1,041.08	-	2,377.00
IME - Water Reclaimed	-	83.46	124.32	81.29	96.94	27.39	73.46	78.03	84.11	649.00
New Operational Field Expenses										
Trail Benches	-	-	-	-	-	-	-	-	-	-
Crosswalk Improvements	-	-	-	-	-	-	-	-	-	-
Road & Street Facilities										
Entry and Wall Maintenance	-	-	-	-	-	-	-	5,000.00	417.00	5,417.00
Streetlights	-	1,144.76	1,114.76	1,048.57	1,129.82	1,211.07	1,129.82	1,129.82	1,129.82	9,008.44
Parks & Recreation										
Personnel Leasing Agreement	-	-	-	-	-	-	-	-	-	-
Contingency										
Infrastructure Capital Reserve	-	-	-	-	-	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-	-	-	-	-	-
Total Field Operations Expenses	\$ 28,943.39	\$ 50,898.79	\$ 35,070.00	\$ 34,653.66	\$ 40,444.59	\$ 47,288.01	\$ 40,126.53	\$ 64,422.43	\$ 37,874.13	\$ 379,421.53
Total Expenses	\$ 44,363.64	\$ 65,330.03	\$ 44,306.94	\$ 42,430.65	\$ 51,752.91	\$ 56,730.21	\$ 50,151.71	\$ 79,823.48	\$ 43,497.30	\$ 478,386.87
Income (Loss) from Operations	\$ (21,237.97)	\$ (56,235.17)	\$ 260,729.74	\$ 33,302.88	\$ 36,952.43	\$ (35,804.16)	\$ (36,092.46)	\$ (68,211.96)	\$ (32,739.92)	\$ 80,663.41
Other Income (Expense)										
Interest Income	\$ 16.45	\$ 16.58	\$ 564.14	\$ 19.62	\$ 27.16	\$ 3,328.44	\$ 40.01	\$ 37.21	\$ 598.24	\$ 4,647.85
Total Other Income (Expense)	\$ 16.45	\$ 16.58	\$ 564.14	\$ 19.62	\$ 27.16	\$ 3,328.44	\$ 40.01	\$ 37.21	\$ 598.24	\$ 4,647.85
Net Income (Loss)	\$ (21,221.52)	\$ (56,218.59)	\$ 261,293.88	\$ 33,322.50	\$ 36,979.59	\$ (32,475.72)	\$ (36,052.45)	\$ (68,174.75)	\$ (32,141.68)	\$ 85,311.26

Myrtle Creek Improvement District
FY 2019
Cash Flow Analysis

	Beg. Cash	FY18 Inflows	FY18 Outflows	FY19 Inflows	FY19 Outflows	End. Cash
10/1/2018	3,335.47	245,865.06	(240,227.53)	23,126.74	(30,098.67)	2,001.07
11/1/2018	2,001.07	27,308.95	(28,608.95)	39,860.94	(38,823.21)	1,738.80
12/1/2018	1,738.80	-	(8,159.89)	1,259,899.65	(1,044,986.20)	208,492.36
1/1/2019	208,492.36	-	-	137,622.72	(99,820.09)	246,294.99
2/1/2019	246,294.99	-	-	287,376.97	(259,436.78)	274,235.18
3/1/2019	274,235.18	-	-	91,694.64	(133,530.93)	232,398.89
4/1/2019	232,398.89	-	-	65,297.59	(93,956.46)	203,740.02
5/1/2019	203,740.02	-	-	97,936.58	(115,563.37)	186,113.23
6/1/2019	186,113.23	-	-	32,015.11	(71,578.35)	146,549.99
7/1/2019	146,549.99	-	-	59,913.50	-	206,463.49 as of 07/05/2019
FY 19 Totals		273,174.01	(276,996.37)	2,094,744.44	(1,887,794.06)	

As of 07/05/2019

**Myrtle Creek Improvement District
Construction Tracking - early July**

	Amount
Series 2016 Bond Issue	
Original Construction Fund	\$ 513,425.32
Additions (Interest, Transfers from DSR, etc.)	215,067.46
Cumulative Draws Through Prior Month	(331,389.43)
	=====
Construction Funds Available	\$ 397,103.35
Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Funds Remaining	\$ 397,103.35
Committed Funding	
Performance Drive Phase 3 - August bid and October NTP	\$ -
	=====
Total Committed	\$ -
	=====
Net Uncommitted	397,103.35