

Myrtle Creek Improvement District

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

www.myrtlecreekid.org

The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Myrtle Creek Improvement District ("District"), scheduled to be held at **5:00 p.m. on Tuesday, November 10, 2020 at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd., Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

Please use the following information to join via the computer or the conference line:

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the October 20, 2020 Board of Supervisors' Meeting**

Business Matters

2. **Consideration of Resolution 2021-01, Adopting an Amended Budget for FY 2020 (*exhibit a provided under separate*)**
3. **Consideration of Proposal from VglobalTech for Google Analytics Site Usage**
4. **Consideration of FY 2020 Audit Engagement Letter**
5. **Matters Pertaining to Local Alternative Mobility Network ("LAMN")**
 - a) **Presentation Regarding LAMN**
 - b) **Presentation of Preliminary Operation and Maintenance Assessment Methodology Report**
 - c) **Consideration of Interlocal Agreement Among the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Greenway Improvement District and the Poitras East Community Development District Regarding the Maintenance of the Greenlink Improvements within the Local Alternative Mobility Network**
 - d) **Consideration of Funding Agreement**
6. **Ratification of Operation and Maintenance Expenditures Paid in October 2020 in an amount totaling \$64,507.36**
7. **Recommendation of Work Authorization/Proposed Services (*if applicable*)**
8. **Review of District's Financial Position and Budget to Actual YTD**

Other Business

- A. Staff Reports
 1. District Counsel
 2. District Manager
 3. District Engineer
 4. Construction Supervisor
 5. Landscape Supervisor
- B. Supervisor Requests

Adjournment



MYRTLE CREEK IMPROVEMENT DISTRICT

**Minutes of the October 20, 2020
Board of Supervisors' Meeting**

MYRTLE CREEK IMPROVEMENT DISTRICT BOARD OF SUPERVISORS' MEETING MINUTES

FIRST ORDER OF BUSINESS

The Board of Supervisors' Meeting for the Myrtle Creek Improvement District was called to order on Tuesday, October 20, 2020 at 5:00 p.m. via telephonic conferencing due to the COVID-19 Executive Order 20-246.

Present via phone:

Bob Da Silva	Chairman
Kam Shenai	Vice-Chair
Kyle Scholl	Assistant Secretary (joined @ 5:04 p.m.)
John Lynaugh	Assistant Secretary
Marsha Leed	Assistant Secretary

Also attending via phone:

Lynne Mullins	PFM
Jennifer Walden	PFM
Kevin Plenzler	PFM
Ralph Ireland	Tavistock
Dan Byrnes	Tavistock
Tucker Mackie	Hopping Green & Sams
Deb Sier	Hopping Green & Sams
Jeff Newton	Donald W. McIntosh Associates
Larry Kaufmann	Construction Supervisor & Construction Committee Member
Scott Thacker	Construction Committee Member

SECOND ORDER OF BUSINESS

Public Comment Period

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

THIRD ORDER OF BUSINESS

Discussion Regarding Executive Order 20-246

Ms. Walden stated the Executive Order is included in the packet which states the District is able to hold their meetings via telephonic conferencing due to the COVID-19 situation. Also included is a proof of the ad that notes the Executive Order as well as the telephonic conferencing information so the public can join.

Mr. Shenai asked about the November meeting and Ms. Walden replied that it will most likely be held in person and District staff will keep the board updated with any changes. District staff secured the Courtyard Orlando Lake Nona next to the Tavistock Offices.

Ms. Mackie added the District will continue to offer virtual access to the meeting for the public to attend. Board members would need to participate in person but this option would keep the numbers of people meeting in person down.

FOURTH ORDER OF BUSINESS

Consideration of the Minutes of the September 21, 2020 Board of Supervisors' Meeting

Board Members reviewed the minutes from the September 21, 2020 Board of Supervisors' Meeting.

On Motion by Mr. Da Silva, second by Mr. Shenai, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Minutes of the September 21, 2020 Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

Matters Pertaining to Local Alternative Mobility Network ("LAMN")

- a) Presentation Regarding
LAMN**
- b) Presentation of
Preliminary Operation and
Maintenance Assessment
Methodology Report**
- c) Interlocal Agreement
Among the District, the
Boggy Creek
Improvement District, the
Greenway Improvement
District, the Myrtle Creek
Improvement District and
the Poitras
East Community
Development District
Regarding Maintenance of
the Greenlink
Improvements within the
Local Alternative Mobility
Network Improvements**

Mr. Byrnes and Mr. Ireland presented the Local Alternative Mobility Network (Minutes Exhibit A) and discussed a \$20,000,000.00 Federal Grant that was awarded and would help support at Local Alternative Mobility Network to benefit all Lake Nona. Board Members brought up questions regarding the ponds. Mr. Ireland replied to the questions and described how water would be circulated, filtered, and recirculated.

Mr. Scholl joined the meeting in progress at 5:04 p.m. and has been listening to the presentation. Mr. Shenai asked about the timeframe for the Local Alternative Mobility Network. Mr. Ireland stated it will take three

years to build the project a question was raised related to cost. Mr. Ireland replied it will be 2023 or 2024 before the District will see the total financial impact to the District.

Mr. Plenzler presented the Preliminary Local Alternative Mobility Network Operation and Maintenance Assessment Methodology Report.

Mr. Scholl asked what could change the potential of these percentages. Mr. Plenzler replied nothing would change the percentages but the dollar amounts could change. The Master Methodology was used for the ERUs and to generate the trips. If the Districts built out in a way that was radically different than the master methodologies as currently constituted it may be worth reviewing in a few years. Mr. Scholl asked if Mr. Plenzler was referring to the potential of more or less rooftops in any of the Districts that could potentially alter the transportation pattern or the amenity usage. Mr. Plenzler replied yes and provided an example.

Mr. Lynaugh asked Mr. Plenzler to give specific examples of what the \$63,171.00 will be spent on and asked what the District will be paying for. Mr. Plenzler explained with respect to the dollar amounts it would not be dedicated to any one O&M Improvement. The balance of where the O&M dollars go tend to be toward the landscaping that would be associated with this. A discussion took place regarding the landscaping. Mr. Byrnes stated there is a cost share agreement with the interchange and that is the idea here and some of the costs driving that are around the regional park Amenity and the Greenlink. He asked Mr. Plenzler to give an example home in Myrtle if the Budget was fully spent and the financial impact to a homeowner per month or per year. Mr. Plenzler explained what it would represent at build out for residents in Myrtle Creek based on the current O & M Budget that is in place would represent about a 19% increase. For a single family large home in Myrtle it would be an additional increase 3-5 years down the road of approximately \$73.00 per year or \$6.00 per month. The assessment is being allocated across all land uses within the District.

Mr. Da Silva questioned the benefit to Village Walk and why they are paying just as much as those closest to the amenity when the transportation is only stopping at their gate. A lengthy discussion took place regarding the cost share for Village Walk and he suggested that the autonomous vehicle make a loop around the inside of Village Walk town center and the enclave instead of stopping at the wet gate. Mr. Da Silva stated the people that live along the Greenlink should be paying four times what Village Walk pays for the amenity. Mr. Plenzler explained that all the other Districts are receiving a larger increase due to the benefit received. A lengthy discussion took place about derived benefit and some suggestions were made to the Developers.

Ms. Mackie asked Mr. Da Silva if the objection related to just the access issue. Mr. Da Silva stated he thinks the residents should be polled and the Board is not committing to anything today. Any proposal, option, or anything put on the table today is not a formal proposal and not binding on the District. Mr. Da Silva suggested that if Village Walk and the Enclave had actual service in the neighborhoods, then the proposal might be proportionate, and the District might agree. He suggested the Amenity portion should be less for people north of the 417 than for those south of the 417 and the transportation factor should be based on some radius from a pickup point. Mr. Ireland stated the cost is not for shuttle service but it seems the Board does not see a benefit to the District for the participation in the regional park and the benefit may be derived from having a shuttle service to Village Walk. The Developer will have to come back to the Board regarding the Local Alternative Mobility Network. Mr. Shenai asked for a copy of the presentation. This item will be kept on the agenda.

Ms. Mackie suggested that the Board table the Interlocal Agreement.

SIXTH ORDER OF BUSINESS**Consideration of Fiscal Year
2020 Engagement Letter**

Ms. Walden noted District staff is still working with the Auditor to make the necessary changes and is asking the Board to table this item until the next meeting.

SEVENTH ORDER OF BUSINESS**Ratification of Operation and
Maintenance Expenditures
paid in September 2020 in an
amount totaling \$112,528.78**

Board Members reviewed the Operation and Maintenance Expenditures paid in September 2020 in an amount totaling \$112,528.78.

On Motion by Mr. Shenai, second by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in September 2020 in an amount totaling \$112,528.78.

EIGHTH ORDER OF BUSINESS**Recommendation of Work
Authorizations/Proposed
Services**

Mr. Kaufmann noted there are no work authorizations for this District.

NINTH ORDER OF BUSINESS**Review of District's Financial
Position and Budget to Actual
YTD**

Board Members reviewed the Statement of Financial Position and Budget to Actual through the end of September. Ms. Walden noted that the District has expenses of \$779,000.00 vs. an overall budget of just over \$1,000,000.00. and she reminded the Board that while the District is trending under budget the District does have up to 60 days past the end of the Fiscal Year to incur expenses and District staff will have some updated numbers at the next meeting. No action is required by the Board.

Mr. Shenai stated the District Irrigation Repairs is over budget. The budget is \$30,000.00 and the actual expenses are \$89,000.00 and he asked about the root cause for the overage. Mr. Thacker explained the majority of it is construction related. The District is seeking reimbursement from the County and or their General Contractor Felix. The current amount of the reimbursement is around \$40,000.00. there were additional repairs required he believes are most likely the result of the construction but it is not as cut and dry to where he feels comfortable blaming the construction for those repairs.

Mr. Shenai stated the reserves are at \$168,400.00 which is a good number and he asked why the number is higher than the previous month. Ms. Walden stated District staff put the reserve amounts for the year into

the account at the end of the fiscal year, which was \$10,000.00 and an additional \$2,000.00. Mr. Shenai looks forward to seeing the numbers in 60 days to discuss what to do with the surplus going forward.

TENTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Manager – Ms. Walden noted the next meeting is scheduled for Tuesday, November 10, 2020, at 5:00 p.m. which is the 2nd Tuesday of the month and will take place at the Courtyard Orlando Lake Nona 6955 Lake Nona Boulevard, Orlando, FL 32827 if it is not extended.

District Engineer – No Report

Construction Supervisor – No Report

District Landscape Supervisor- Mr. Thacker stated that Mr. Shenai asked him to share a couple updates on landscape enhancements now that the construction project on the roadway is looking like it is starting to come to a close. At the end of Lake Nona where it connects into Narcoossee road the landscape median was reduced in size due to the utility and roadwork project. The Contractor is required to put new landscaping back that is similar in scale and quality to what had been there previously. District staff reviewed the Landscape Plans, commented, and the Landscape Plan has been adjusted based on those comments. The landscape that will go back will be similar but not as much plant material because it is a reduced width median. The District is waiting until the end of the construction project to do more substantial landscape enhancement. The Construction Committee is studying what those enhancements will look like. A lot of the plant material in the median is nearing the end of life and it is time to remove the aged material and install new shrubs and plants. As the Construction Committee makes specific recommendations and plans they will come to the Board with the plans and how it impacts District expenses that are budgeted for the year.

ELEVENTH ORDER OF BUSINESS

Supervisor and Audience Comments & Adjournment

Mr. Shenai asked if it was possible to find out the webpage traffic and how many people utilize the webpage or is the District just maintaining the webpage to meet Statutory requirements. Ms. Walden will reach out to the vendor to see if there is an option to find out the webpage traffic and if there is a cost associated. PFM does not have anything set up that monitors District website traffic. Ms. Walden will report back to the

Board after speaking with the Website Vendor. Ms. Mackie stated this is a frequent question of a lot of Boards but if the answer is that, even if there is only one click on the website per month, the District is still required to have a website. Mr. Da Silva stated if it gets more awareness it could be a great form of communication with the residents.

Mr. Lynaugh asked if Tavistock staff could meet with individual Board Members to review, discuss and disseminate information to the community without violating the sunshine law. Ms. Mackie stated the Board can meet individually with any Tavistock employee to discuss this outside of a Board meeting however the Board is prevented from meeting amongst each other to discuss this. If the Board wants to identify one particular member to have further discussions as to what changes if any there would be to the Methodology Report or the plan to be presented at the next meeting, they can do that. Mr. Shenai proposed that Mr. Da Silva be the representative of the Board and provided consolidated feedback from the rest of the Board. Ms. Mackie stated any Board Member can write down their thoughts on the situation and provide those to Tavistock, but they cannot be provided to Mr. Da Silva to articulate on the Board's behalf. She suggested that a designated board member continue the conversation with Tavistock offline outside of a meeting and provide an update to the Board at the following meeting. Anything to be discussed by the Board collectively must be done so at the noticed meeting. An HOA meeting will be held soon and Mr. Lynaugh sits on the Board he will discuss this item with the HOA Board. A discussion took place. Mr. Da Silva requested Tavistock provide the presentation to each Board Member to review. The District is open to talking about it and asked the Developer to put themselves in the perspective of a Village Walk resident. Mr. Byrnes stated this needs to be reviewed and understand it better and they asked PFM to run the analysis because the Developer did not want to be in the position to determine fairness. Mr. Shenai stated this should be a major topic for the next Board meeting. Mr. Da Silva stated he will speak to Tavistock outside the Board meeting and noted he used to be an employee of Tavistock but he is a resident of Village Walk and his interest is in being fair and representing the constituents. Ms. Mackie requested a motion.

On Motion by Mr. Lynaugh, second by Mr. Shenai, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District appointed Mr. Da Silva to be the contact person with Tavistock.

There was no other business to discuss so, Ms. Walden requested a motion to adjourn.

On Motion by Mr. Shenai, second by Mr. Lynaugh, with all in favor, the October 20, 2020, meeting of the Board of Supervisors for the Myrtle Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

EXHIBIT A

LOCAL ALTERNATIVE MOBILITY NETWORK



Reimagining Mobility Project

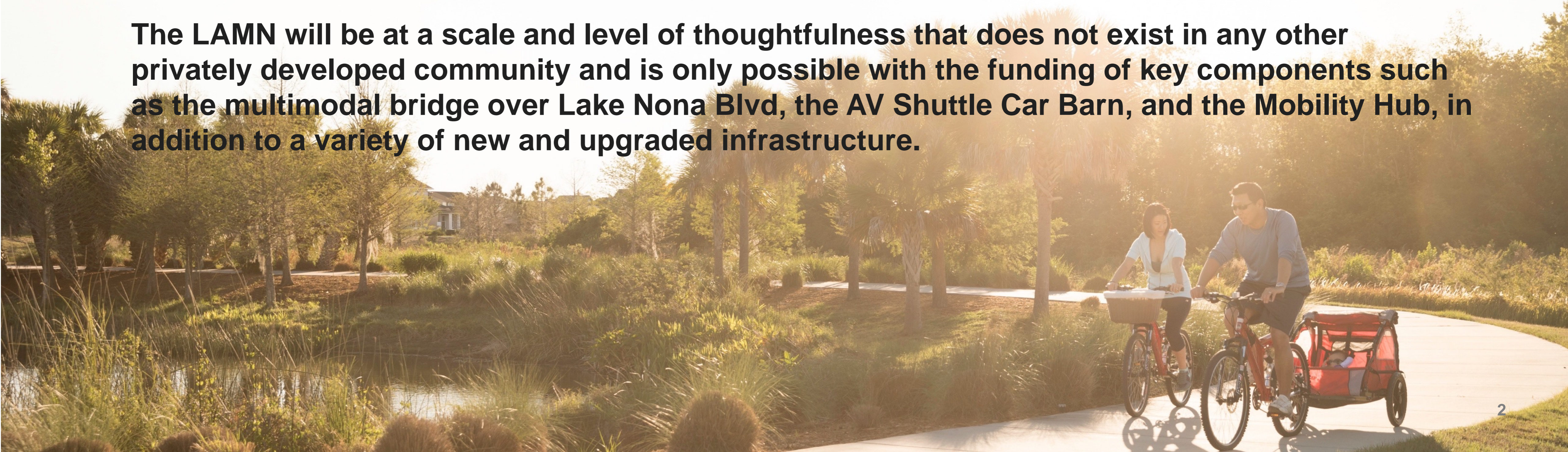
Local Alternative Mobility Network
Orange County, Florida



LAMN Overview

Lake Nona will be home to a first of its kind, robust Local Alternative Mobility Network (LAMN). The LAMN will tie into existing and future infrastructure and integrate multi-modal systems into a rapidly developing urban fabric. Accommodating pedestrians, cyclists (both casual and commuter), electric assist personal vehicles, and a fleet of autonomous vehicles (AV), the project will both modify existing and create new infrastructure consisting of multi-use corridors, dedicated commuter ways, mobility hubs, and AV support infrastructure. The LAMN will reduce automobile dependency and better connect residents, visitors, and students to employment, medical facilities, essential services, retail, education, and entertainment.

The LAMN will be at a scale and level of thoughtfulness that does not exist in any other privately developed community and is only possible with the funding of key components such as the multimodal bridge over Lake Nona Blvd, the AV Shuttle Car Barn, and the Mobility Hub, in addition to a variety of new and upgraded infrastructure.



PRIMARY COMPONENTS



MOBILITY
NETWORK



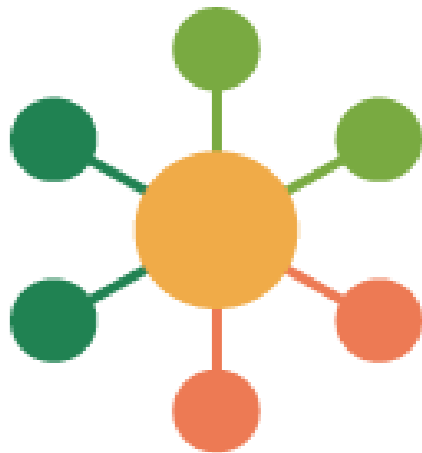
GREENLINK



GREENLINK
BRIDGE



CAR BARN



MOBILITY HUB

- Infrastructure and amenities required for AV fleet, bicycles and other micro-mobility personal vehicles, and pedestrians
- Currently in schematic design

- A linear mobility park that replaces a traditional vehicular roadway with a water conveyance system
- Connects the mixed-use district with Town Center and Village Center
- Currently in pre-construction

- Dedicated AV, bicycle, & pedestrian bridge crossing Lake Nona Blvd
- Connects Town Center with the Greenlink
- Currently in concept design

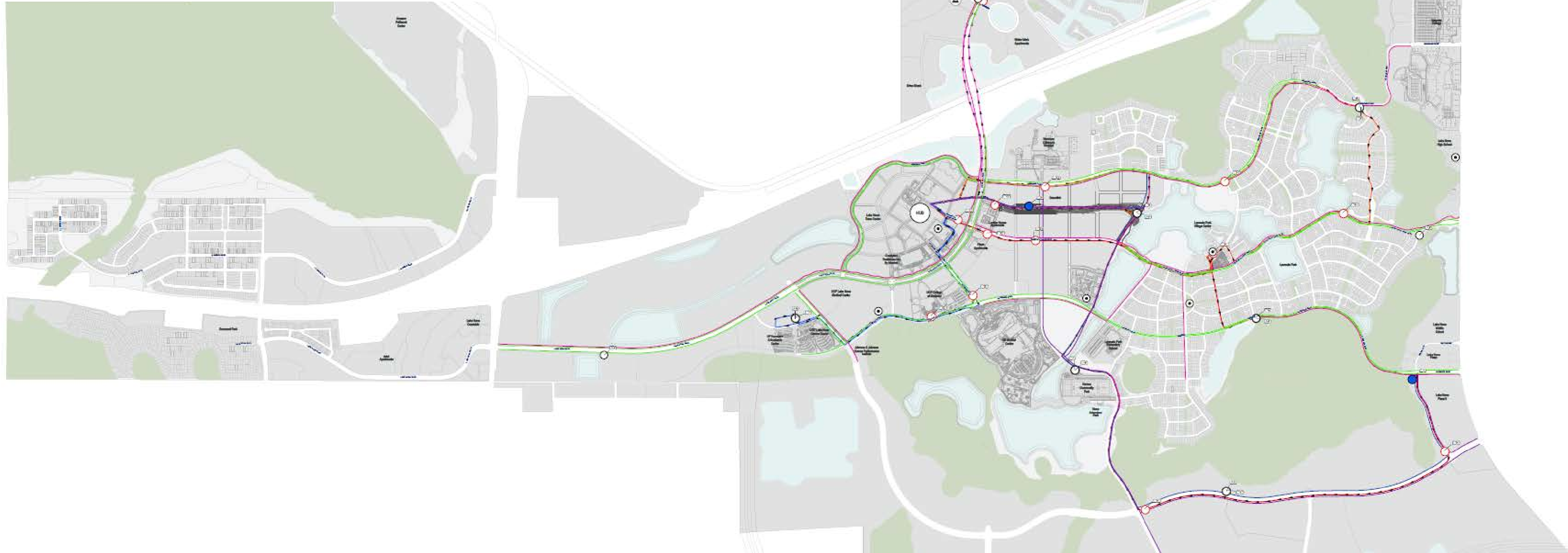
- Storage, training course, and maintenance for the AV fleet
- Schematic design complete

- Facility for recreational and commuters for all modes of personal micro-mobility transportation
- Located in Town Center
- Currently in concept design

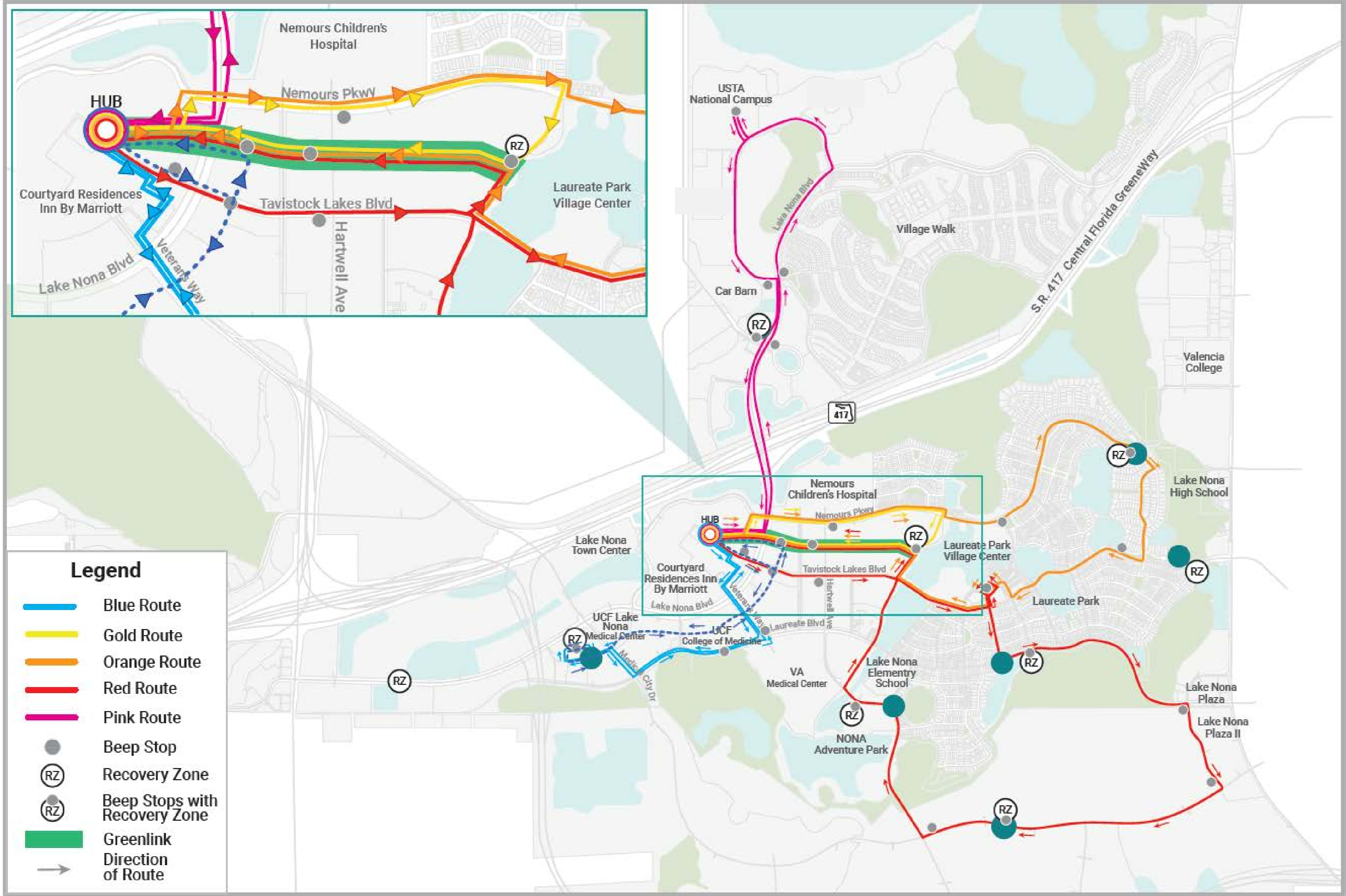
MICROMOBILITY NETWORK

MICROMOBILITY NETWORK

- Nearly 5 miles of dedicated micromobility commuter lanes
- Enhancement of 25 miles of on-street dedicated bicycle lanes
- 6 additional miles of multi-use trails



PROPOSED AV SHUTTLE NETWORK



AV NETWORK

- 15.5 miles of shared right-of-way routes
- Nearly 2 miles of dedicated AV shuttle lanes
- Flexibility for future route changes and expansion

AV & MICROMOBILITY NETWORK AMENITIES

AV SHUTTLE STOPS W/ SHELTER

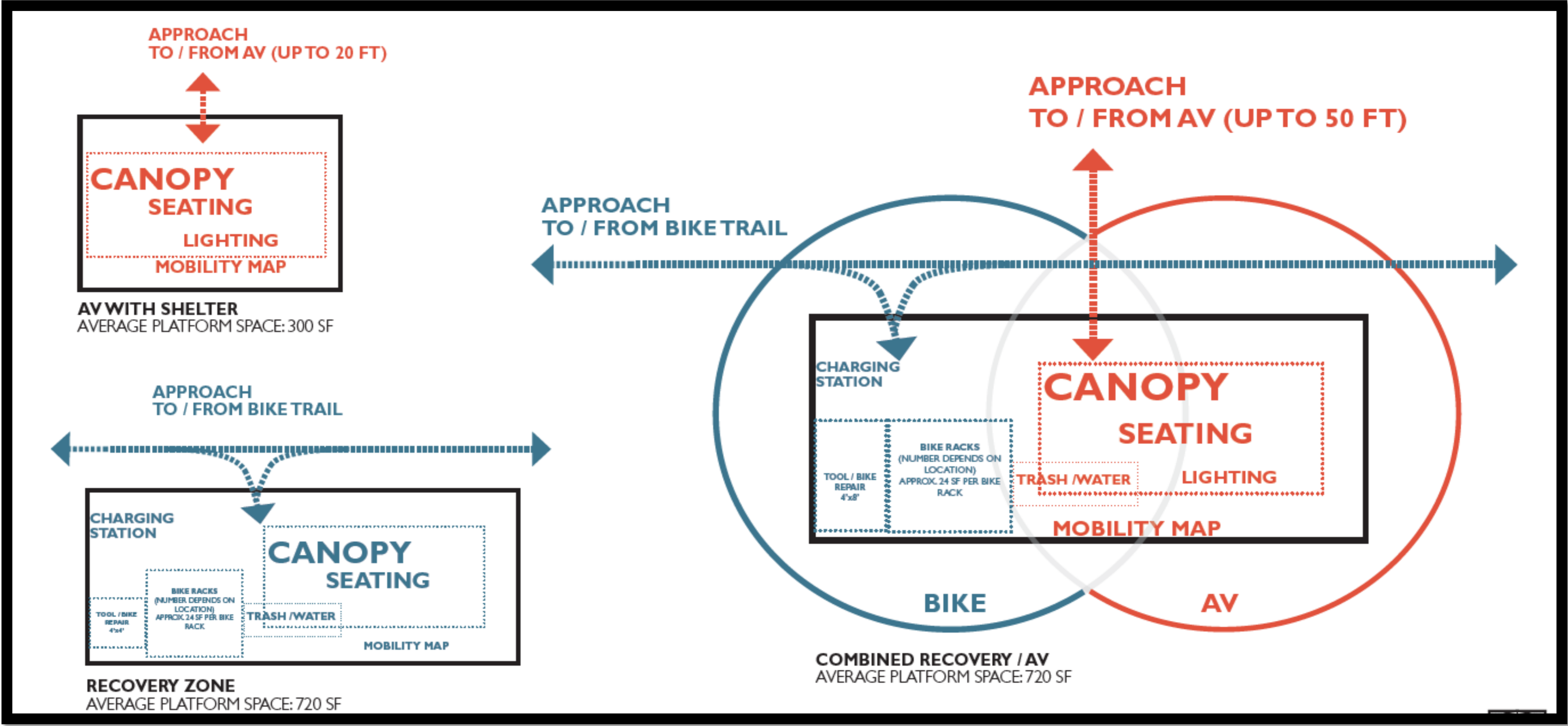
Of the 25 AV stops, 2 will be dedicated w/ shelter

RECOVERY ZONES

9 total planned Recovery Zones

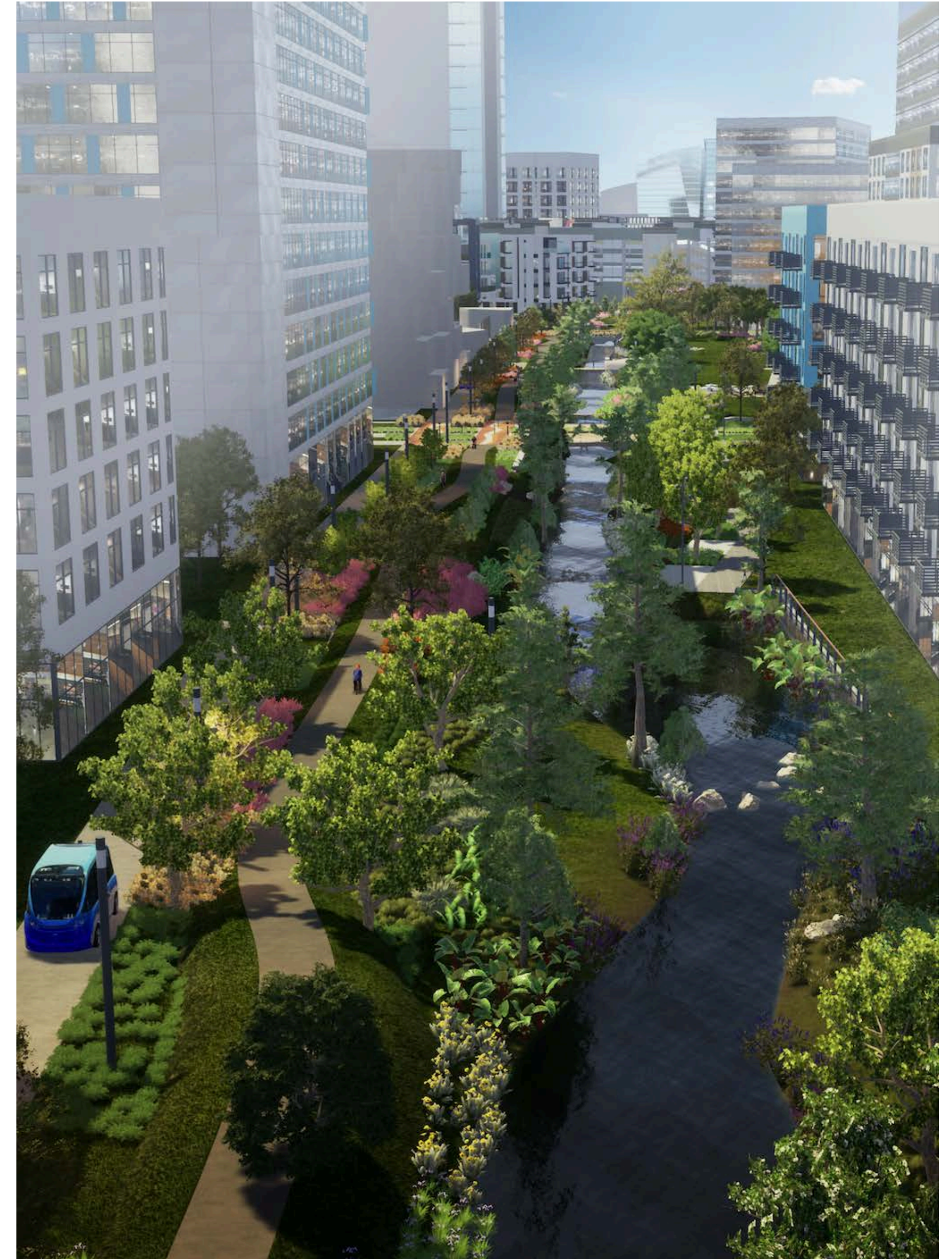
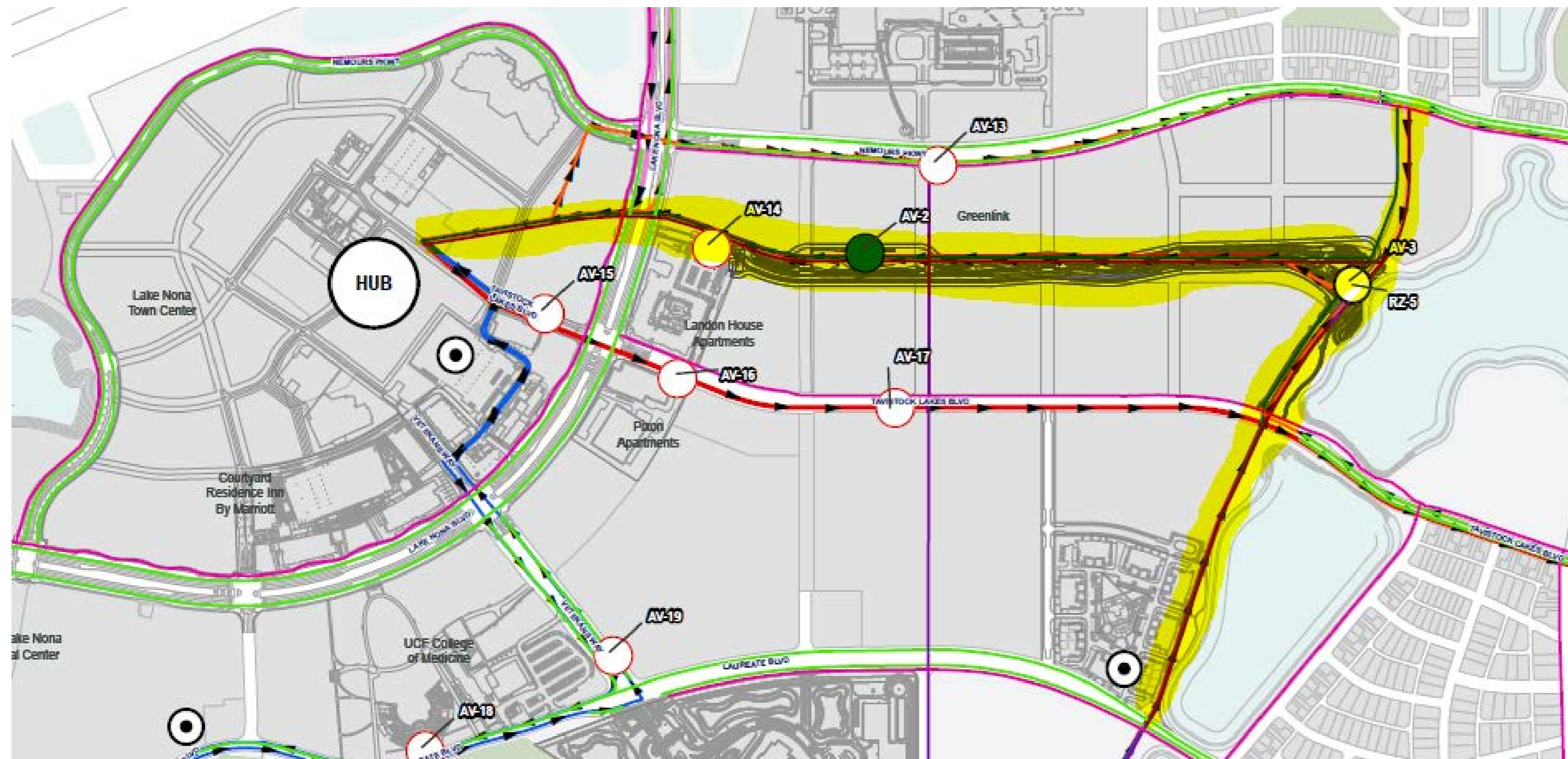
COMBINED RECOVERY ZONES W/ AV STOPS

Of the 9 Recovery Zones, 2 will be combined with AV stops



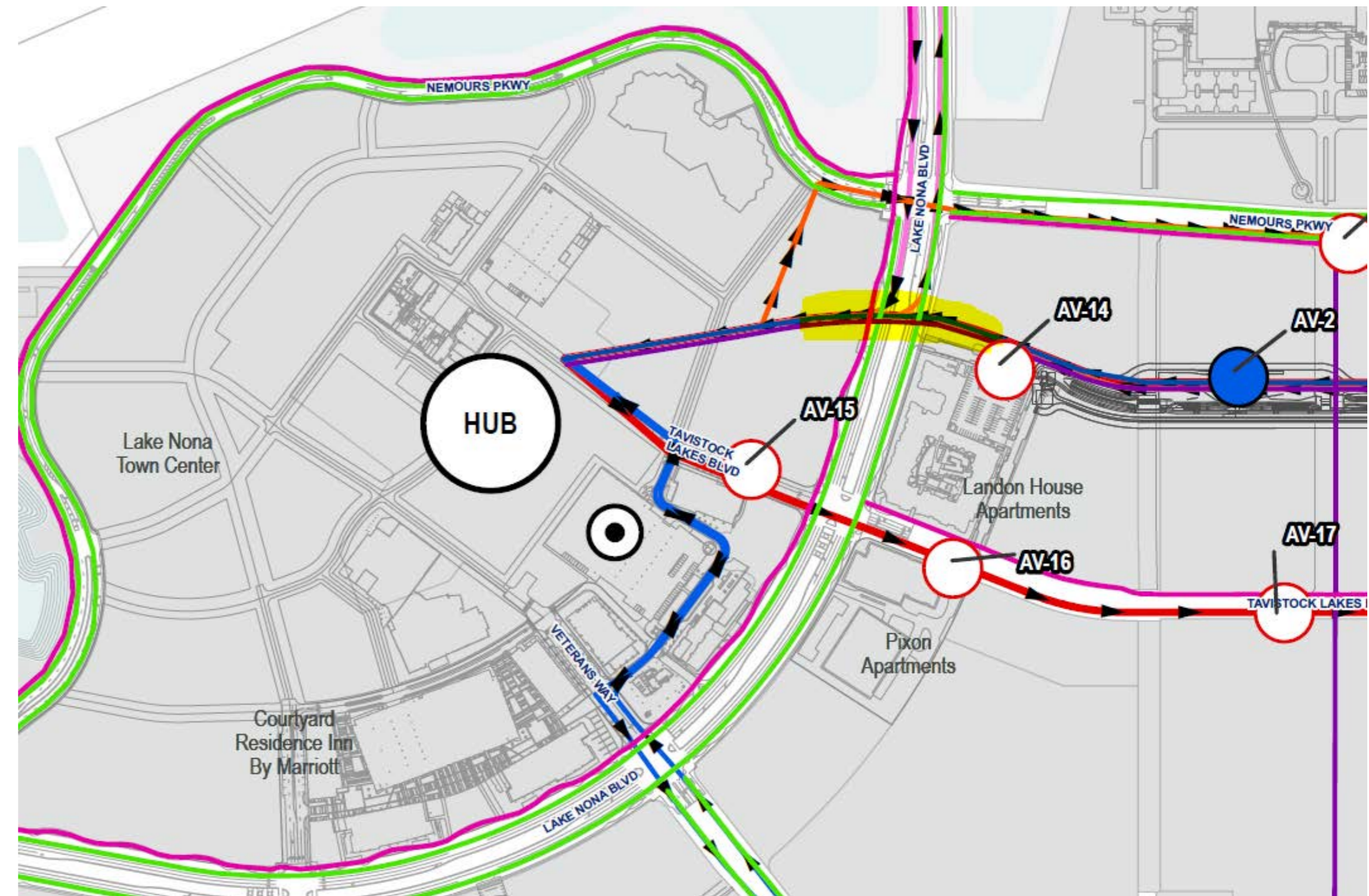
GREENLINK

- Over 9000 LF linear park and mobility network
- Includes dedicated micromobility commuter way and pedestrian paths
- Introduces 9,000 LF of dedicated AV lanes:
 - 4,500 LF E-W along the Greenlink to the Mobility Hub
 - 4,500 LF N-S Lakeside Extension



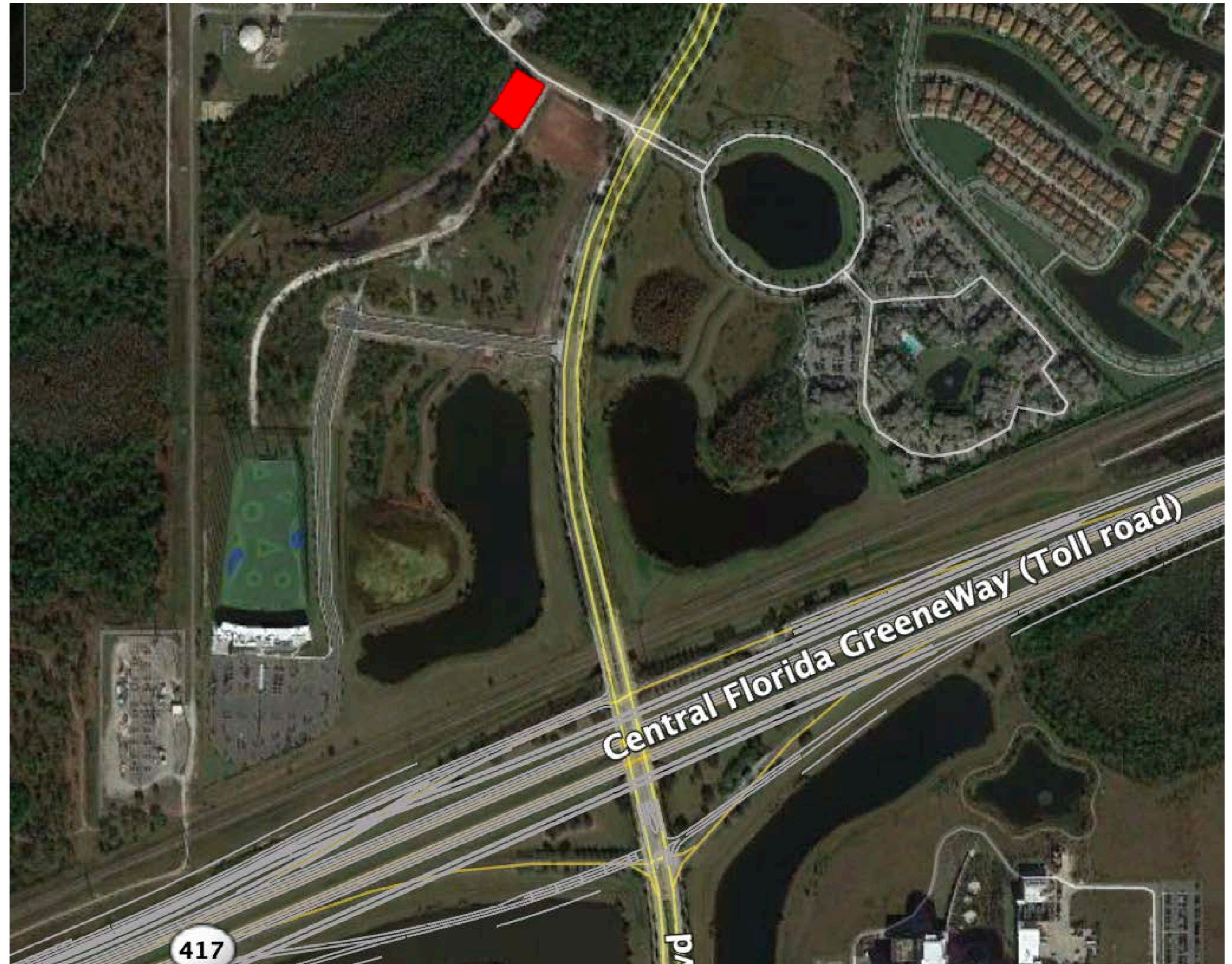
GREENLINK BRIDGE

- Extends Greenlink approximately 700 LF, including a 200-foot span over LN Blvd into the Town Center
- Provides a safe option for AV, pedestrian, and micro-mobility users to cross Lake Nona Blvd
- Improves AV Shuttle route times
- Substantially reduces at-grade conflicts on Lake Nona Boulevard



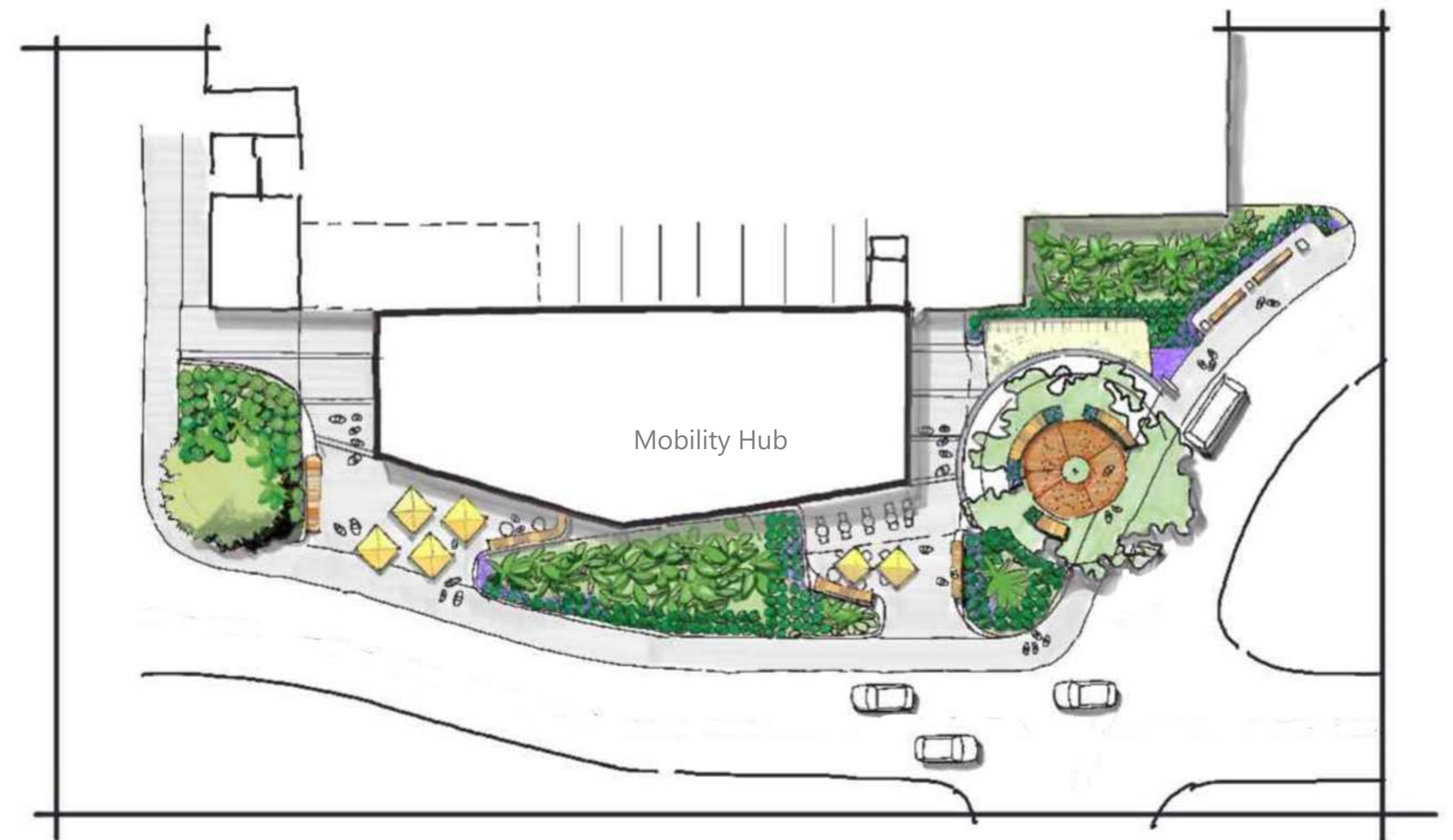
CAR BARN (non-CDD)

- 9,600 SF conditioned space
- 10 interior & 10 outdoor AV charging stations
- 4 interior maintenance bays
- Programming and calibration course



MOBILITY HUB (non-CDD)

- Approx. 4,000 SF micro-mobility user services center
- Connects different modes of transportation and serves as a town center AV stop
- Serves micro-mobility users such as office commuters as well as visitors to Lake Nona
- Includes limited access restrooms, showers, short and long term bicycle and micro-mobility storage, system wayfinding information, repair services, charging stations, and a small mobility retail opportunity



MYRTLE CREEK IMPROVEMENT DISTRICT

**Resolution 2021-01,
Adopting an Amended Budget for FY 2020**
(exhibit a provided under separate cover)

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MYRTLE CREEK IMPROVEMENT DISTRICT ADOPTING AN AMENDED GENERAL FUND BUDGET FOR FISCAL YEAR 2019/2020, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 22, 2019, the Board of Supervisors of the Myrtle Creek Improvement District ("**Board**"), adopted Resolution 2019-08 providing for the adoption of the District's Fiscal Year 2019/2020 annual budget ("**Budget**"); and

WHEREAS, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

WHEREAS, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2019-08 authorize the Board to amend the Budget within sixty (60) days following the end of the Fiscal Year 2019/2020; and

WHEREAS, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

1. BUDGET AMENDMENT.

a. The Board has reviewed the District Manager's proposed amended Budget, copies of which are on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, "**Adopted Annual Budget**") may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2019/2020.

- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as "The Adopted Budget for the Myrtle Creek Improvement District for the fiscal year ending September 30, 2020, as amended and adopted by the Board of Supervisors effective November 10, 2020."

2. APPROPRIATIONS. There is hereby appropriated out of the revenues of the Myrtle Creek Improvement District, the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sums set forth below, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$994,670.70
DEBT SERVICE FUND	\$1,622,200.00
TOTAL ALL FUNDS	\$2,616,870.70

3. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2019-08, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2019-08 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. EFFECTIVE DATE. This Resolution shall take effect as of November 10, 2020.

Introduced, considered favorably, and adopted this 10th day of November, 2020.

ATTEST:

**MYRTLE CREEK IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A
Amended Fiscal Year 2019/2020 Budget

MYRTLE CREEK IMPROVEMENT DISTRICT

VglobalTech for Google Analytics Site Usage

VGlobalTech
636 Fanning Drive
Winter Springs, FL 32708 US
contact@vglobaltech.com
www.vglobaltech.com



Estimate

ADDRESS

Myrtle Creek Improvement
District
1735 Market St FL 43
Philadelphia, PA 191037502
USA

ESTIMATE # 1005

DATE 10/21/2020

EXPIRATION DATE 11/20/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
10/26/2020	Google Analytics Site Usage Report One time charge for following tasks: Setup CDD account in Google Analytics (GA) Embed GA script and tracking tag on the website Setup metrics that the customer wants to receive Schedule automated scheduled (weekly / monthly) reports on traffic, usage etc Add user emails that can receive the site usage analytics reports regularly	1	175.00	175.00

Please send estimate acceptance to proceed with work.

TOTAL

\$175.00

Accepted By

Accepted Date

MYRTLE CREEK IMPROVEMENT DISTRICT

FY 2020 Audit Engagement Letter



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

July 16, 2020

Myrtle Creek Improvement District
PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, FL 32817

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of Myrtle Creek Improvement District, which comprise governmental activities and each major fund for the General Fund as of and for the years ended September 30, 2020, 2021, 2022, 2023, and 2024 which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the years ending September 30, 2020, 2021, 2022, 2023, and 2024.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with generally accepted auditing standards. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements.

Fort Pierce / Stuart

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In making our risk assessments, we consider internal control relevant to Myrtle Creek Improvement District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the Board any fraud involving senior management and fraud that causes a material misstatement of the financial statements that becomes known to us during the audit, and any instances of noncompliance with laws and regulations that we become aware of during the audit.

The funds that you have told us are maintained by Myrtle Creek Improvement District and that are to be included as part of our audit are listed below:

1. General Fund
2. Debt Service Fund



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The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentations of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not evaluate subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



Myrtle Creek Improvement District
July 16, 2020
Page 4

Management is responsible for identifying and ensuring that Myrtle Creek Improvement District complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others. Management is also responsible for providing planned corrective actions on auditors' recommendations included in the audit report, if any.

The Board is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

Records and Assistance

If circumstances arise relating to the condition of the Myrtle Creek Improvement District's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issuing a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Myrtle Creek Improvement District books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jennifer Walden. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. The audit should be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2021, and if the draft is timely reviewed by management, the District shall receive the final audit by June 15, 2021.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report has been provided to you, for your information.



Myrtle Creek Improvement District
July 16, 2020
Page 5

Either party may unilaterally terminate this agreement, with or without cause, upon thirty (30) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the years ending September 30, 2020, 2021, and 2022, will not exceed \$3,625, and the fee for the years ending September 30, 2023 and 2024 will not exceed \$3,765, unless the scope of the engagement is changed, the assistance which Myrtle Creek Improvement District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment.

In the event we are requested or authorized by Myrtle Creek Improvement District or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for Myrtle Creek Improvement District, Myrtle Creek Improvement District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank and constitutes confidential information, except as provided in the public records addendum attached hereto. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Additionally, see attached addendum regarding public records.

Access to requested documentation will be provided under the supervision of Berger, Toombs, Elam, Gaines, & Frank audit personnel and at a location designated by our Firm.



Myrtle Creek Improvement District
July 16, 2020
Page 6

Information Security – Miscellaneous Terms

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of Myrtle Creek Improvement District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Myrtle Creek Improvement District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Myrtle Creek Improvement District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of Myrtle Creek Improvement District's financial statements. Our report will be addressed to the Board of Myrtle Creek Improvement District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on Myrtle Creek Improvement District's financial statements, we will also issue the following types of reports:

- Reports on internal control and compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any internal control findings and/or noncompliance which could have a material effect on the financial statements;
- Management letter required by the Auditor General, State of Florida; and
- Attestation reports required by the Auditor General, State of Florida.

This letter and any addendums hereto constitutes the complete and exclusive statement of agreement between Berger, Toombs, Elam, Gaines, & Frank and Myrtle Creek Improvement District, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Myrtle Creek Improvement District
July 16, 2020
Page 7

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Sincerely,

*Berger Toombs Elam
Gaines & Frank*

BERGER, TOOMBS, ELAM, GAINES & FRANK
J. W. Gaines, CPA

Confirmed on behalf of the addressee:



Judson B. Baggett
MBA, CPA, CVA, Partner
Marci Reutimann
CPA, Partner

6815 Dairy Road
Zephyrhills, FL 33542
(813) 788-2155
(813) 782-8606

Report on the Firm's System of Quality Control

To the Partners

October 30, 2019

Berger, Toombs, Elam, Gaines & Frank, CPAs, PL

and the Peer Review Committee of the Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, (the firm), in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PL has received a peer review rating of *pass*.

Baggett, Reutimann & Associates, CPAs, PA
BAGGETT, REUTIMANN & ASSOCIATES, CPAs, PA
Signed Electronically by Baggett, Reutimann & Associates, CPAs, PA. E-mail: jbaggett@brap.com

**ADDENDUM TO ENGAGEMENT LETTER
MYRTLE CREEK IMPROVEMENT DISTRICT
DATED JULY 16, 2020**

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

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

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**PFM CONSULTING GROUP, LLC
12051 CORPORATE BLVD
ORLANDO, FL 32817
TELEPHONE: 407-723-5900
EMAIL: _____**

Auditor: _



**District: Myrtle Creek
Improvement District**

Title: Director

Title: _____

Date: July 16, 2020

Date: _____

MYRTLE CREEK IMPROVEMENT DISTRICT

**Matters Pertaining to Local Alternative
Mobility Network (“LAMN”)**

MYRTLE CREEK IMPROVEMENT DISTRICT

Presentation Regarding LAMN

LOCAL ALTERNATIVE MOBILITY NETWORK



Reimagining Mobility Project

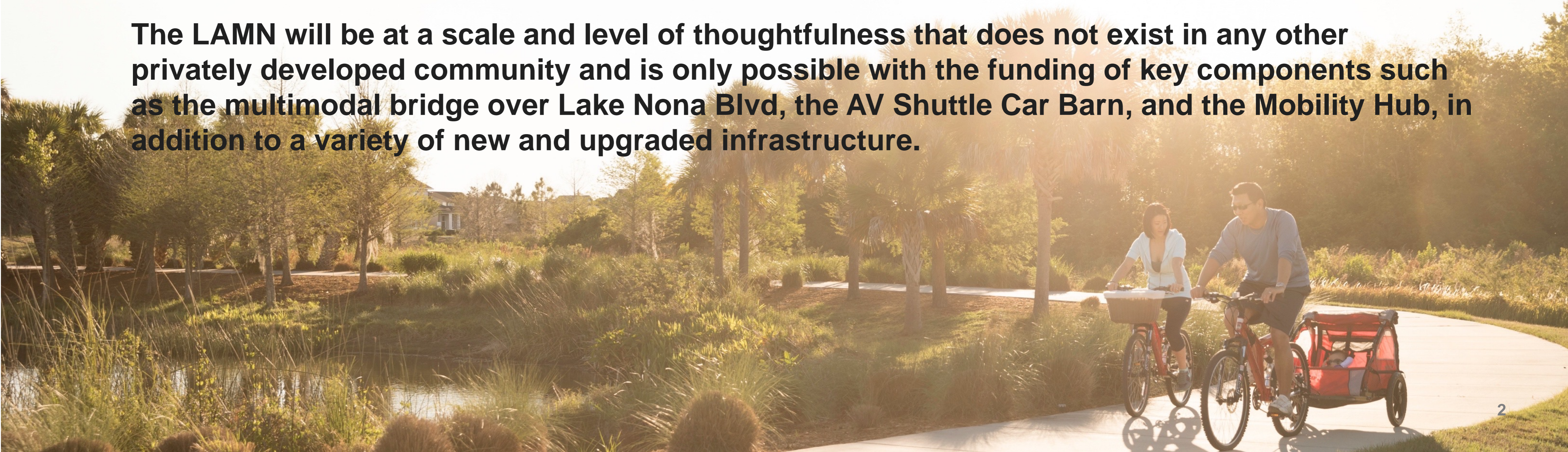
Local Alternative Mobility Network
Orange County, Florida



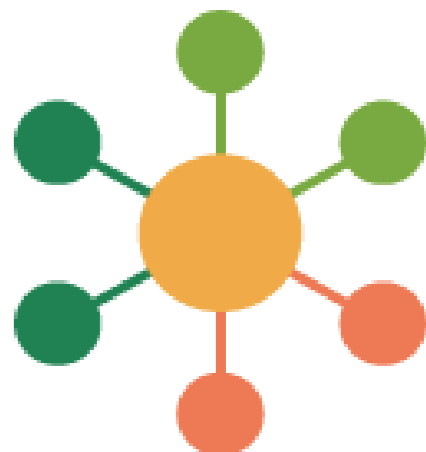
LAMN Overview

Lake Nona will be home to a first of its kind, robust Local Alternative Mobility Network (LAMN). The LAMN will tie into existing and future infrastructure and integrate multi-modal systems into a rapidly developing urban fabric. Accommodating pedestrians, cyclists (both casual and commuter), electric assist personal vehicles, and a fleet of autonomous vehicles (AV), the project will both modify existing and create new infrastructure consisting of multi-use corridors, dedicated commuter ways, mobility hubs, and AV support infrastructure. The LAMN will reduce automobile dependency and better connect residents, visitors, and students to employment, medical facilities, essential services, retail, education, and entertainment.

The LAMN will be at a scale and level of thoughtfulness that does not exist in any other privately developed community and is only possible with the funding of key components such as the multimodal bridge over Lake Nona Blvd, the AV Shuttle Car Barn, and the Mobility Hub, in addition to a variety of new and upgraded infrastructure.



PRIMARY COMPONENTS



MOBILITY NETWORK

GREENLINK

GREENLINK BRIDGE

CAR BARN

MOBILITY HUB

- Infrastructure and amenities required for AV fleet, bicycles and other micro-mobility personal vehicles, and pedestrians
- Currently in schematic design

- A linear mobility park that replaces a traditional vehicular roadway with a water conveyance system
- Connects the mixed-use district with Town Center and Village Center
- Currently in pre-construction

- Dedicated AV, bicycle, & pedestrian bridge crossing Lake Nona Blvd
- Connects Town Center with the Greenlink
- Currently in concept design

- Storage, training course, and maintenance for the AV fleet
- Schematic design complete

- Facility for recreational and commuters for all modes of personal micro-mobility transportation
- Located in Town Center
- Currently in concept design

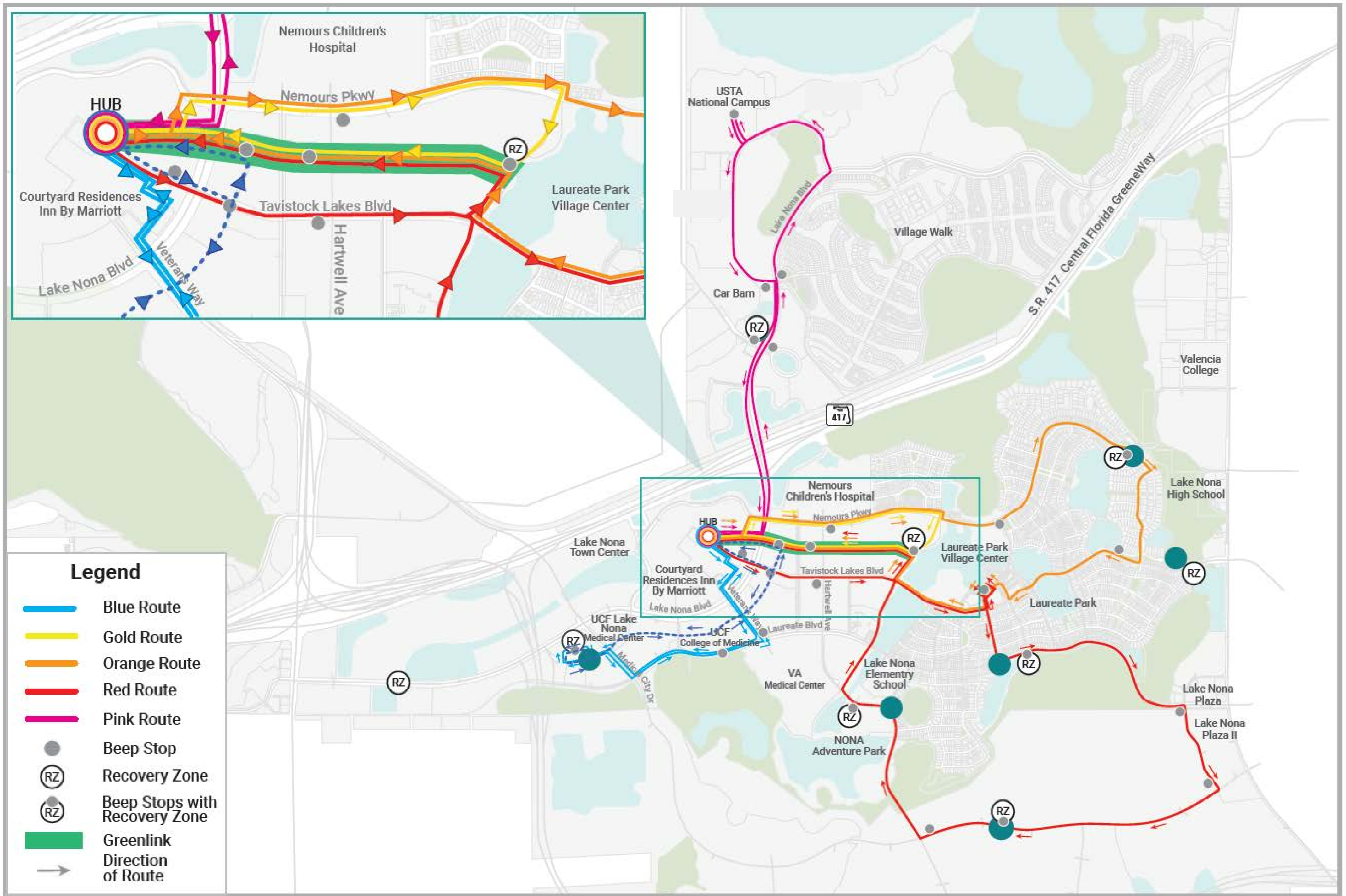
MICROMOBILITY NETWORK

MICROMOBILITY NETWORK

- Nearly 5 miles of dedicated micromobility commuter lanes
- Enhancement of 25 miles of on-street dedicated bicycle lanes
- 6 additional miles of multi-use trails



PROPOSED AV SHUTTLE NETWORK



AV NETWORK

- 15.5 miles of shared right-of-way routes
- Nearly 2 miles of dedicated AV shuttle lanes
- Flexibility for future route changes and expansion

AV & MICROMOBILITY NETWORK AMENITIES

AV SHUTTLE STOPS W/ SHELTER

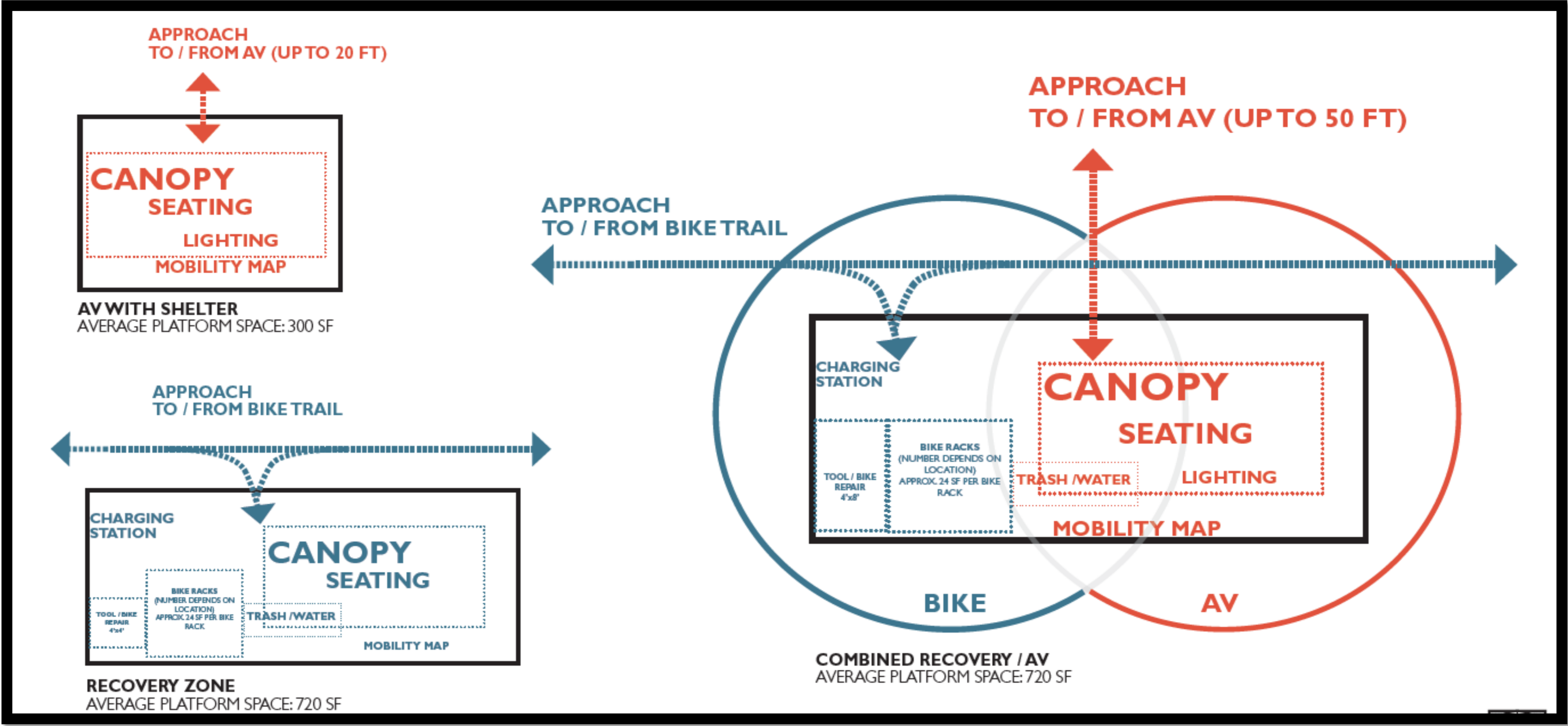
Of the 25 AV stops, 2 will be dedicated w/ shelter

RECOVERY ZONES

9 total planned Recovery Zones

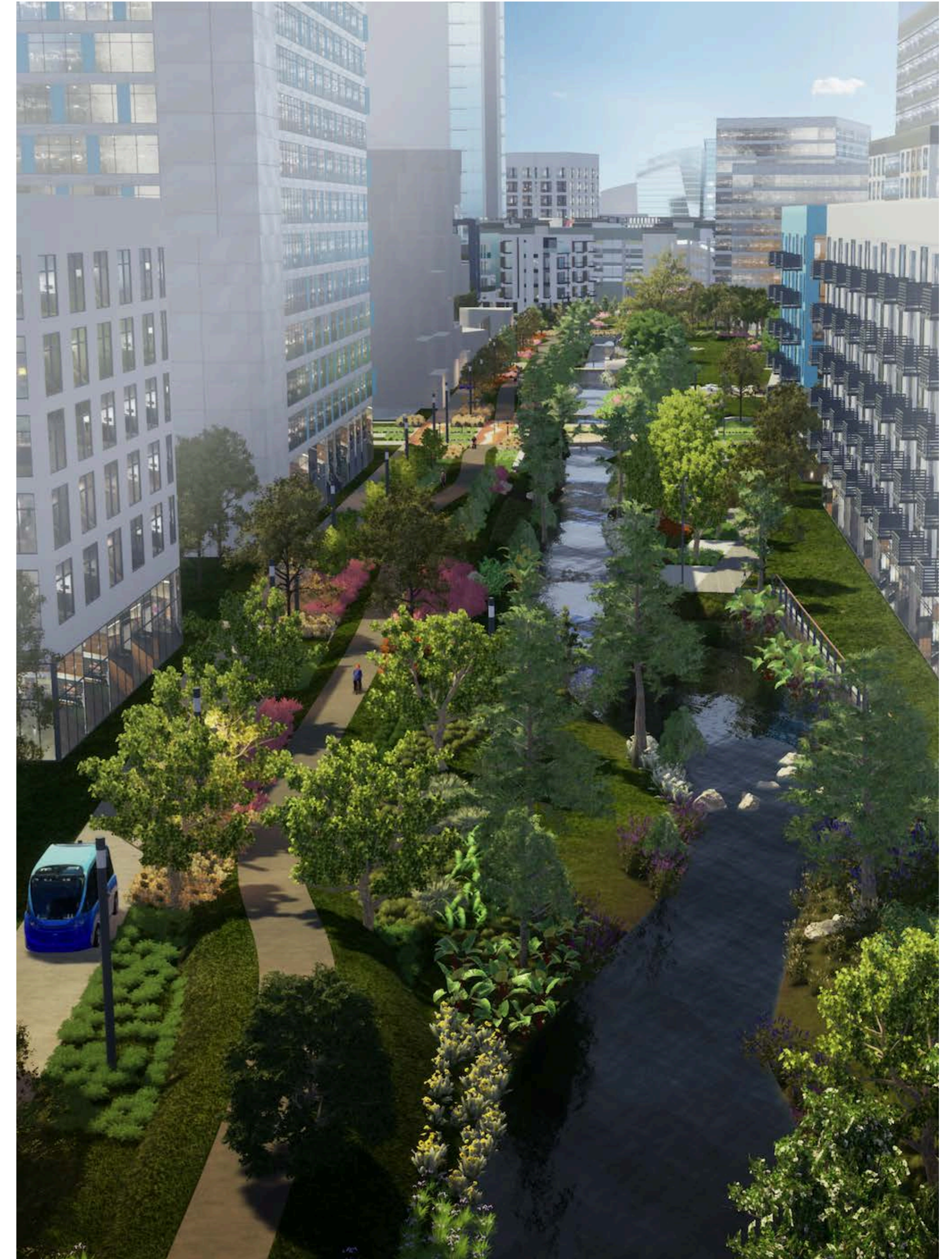
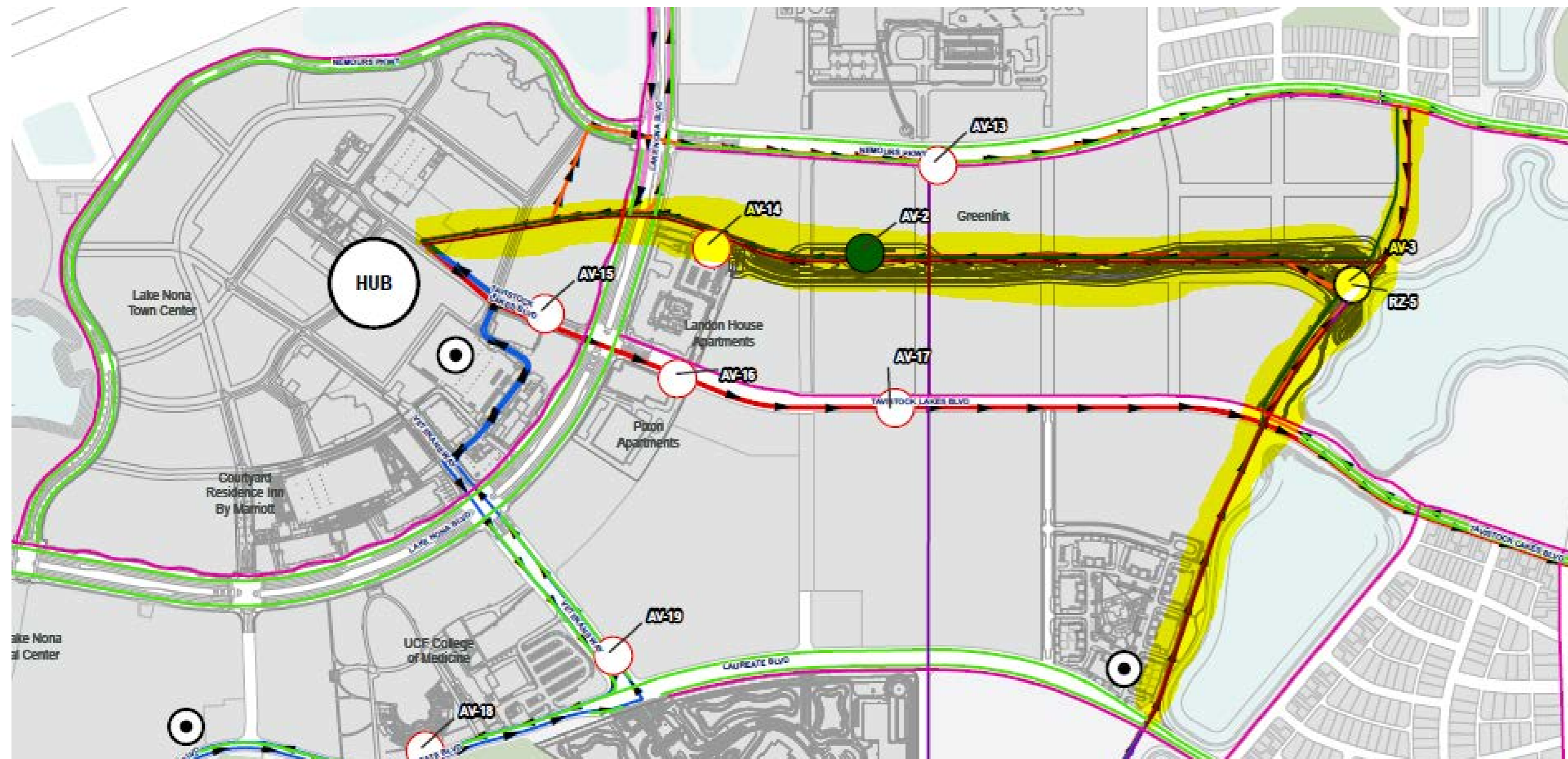
COMBINED RECOVERY ZONES W/ AV STOPS

Of the 9 Recovery Zones, 2 will be combined with AV stops



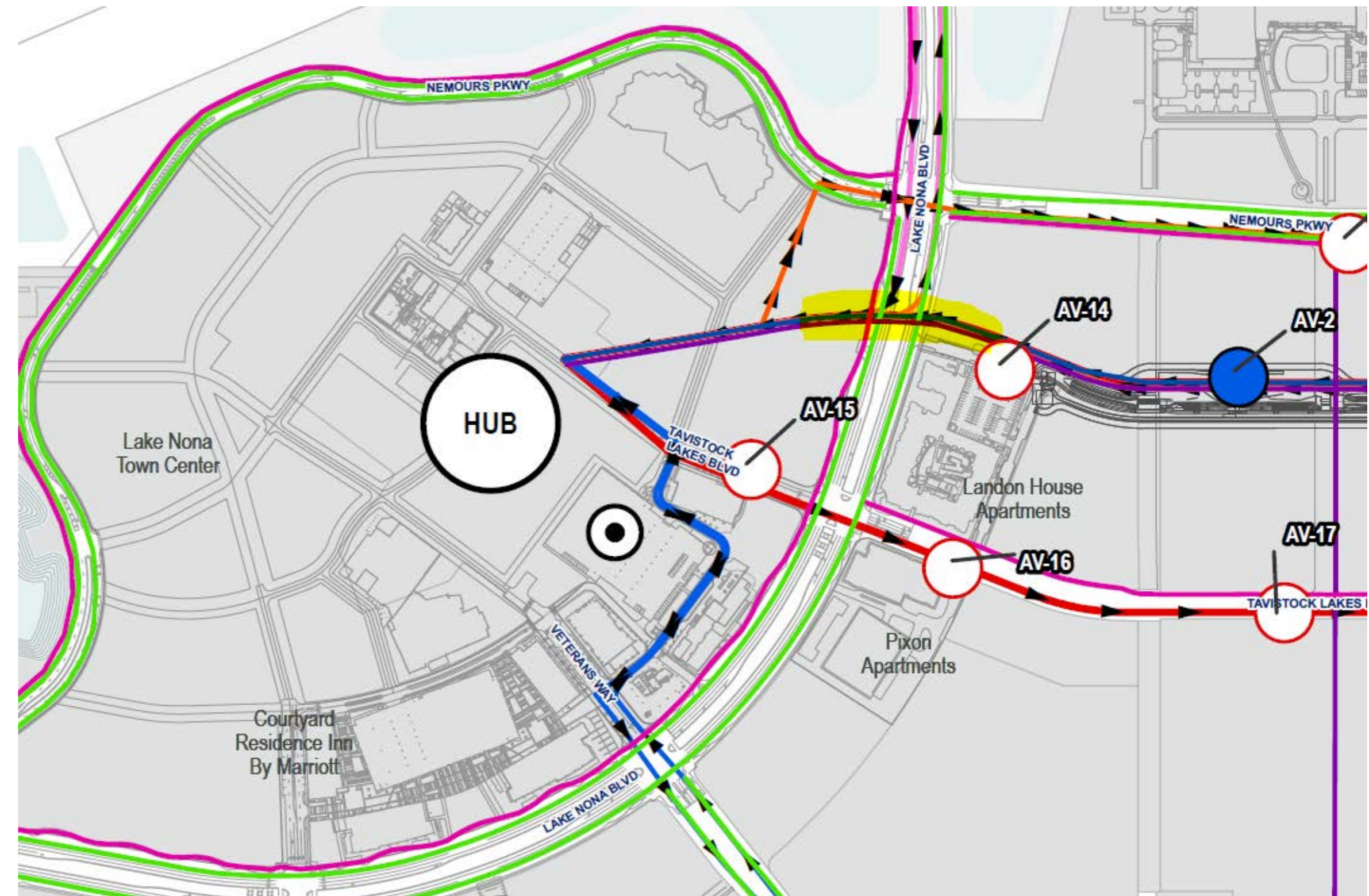
GREENLINK

- Over 9000 LF linear park and mobility network
- Includes dedicated micromobility commuter way and pedestrian paths
- Introduces 9,000 LF of dedicated AV lanes:
 - 4,500 LF E-W along the Greenlink to the Mobility Hub
 - 4,500 LF N-S Lakeside Extension



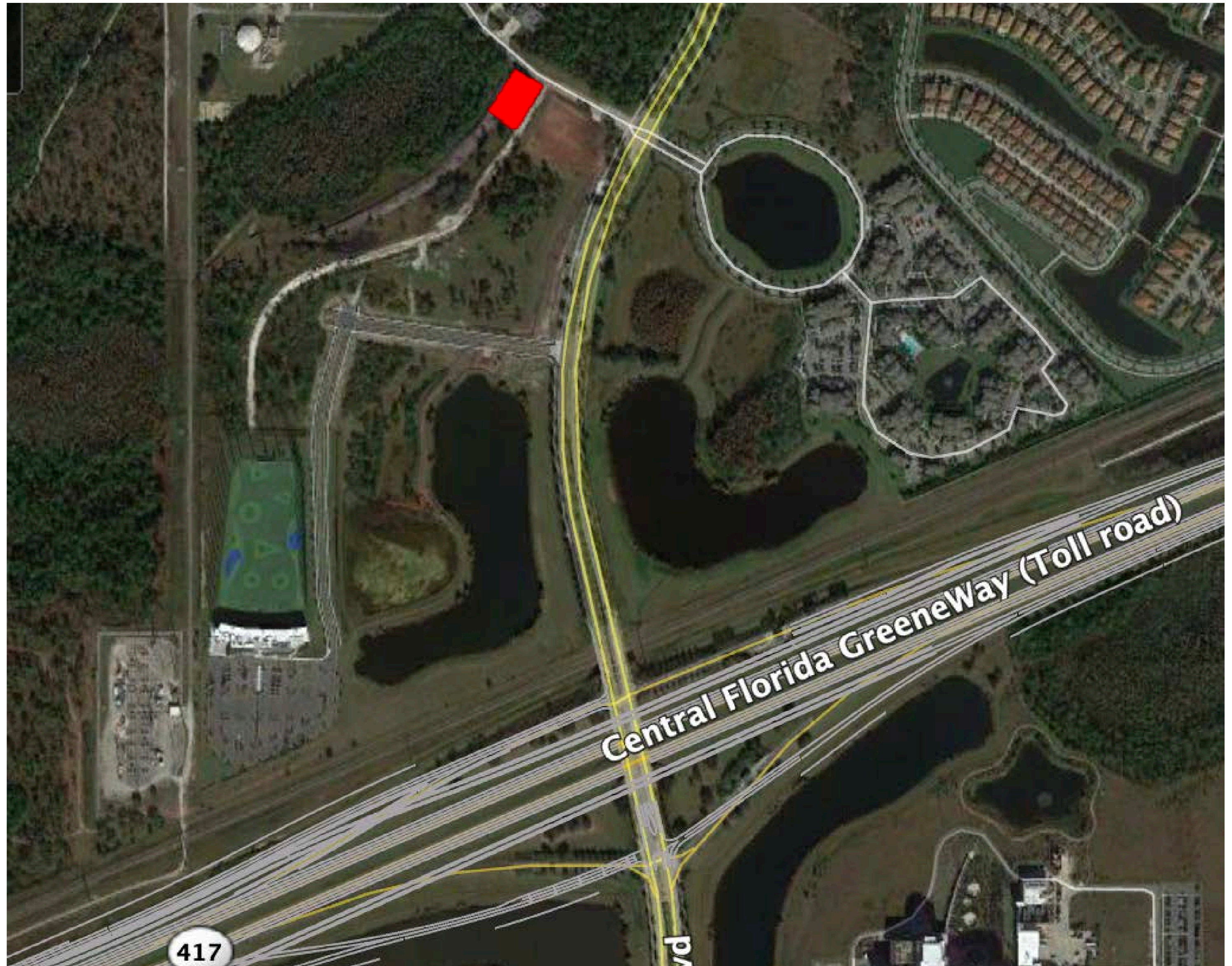
GREENLINK BRIDGE

- Extends Greenlink approximately 700 LF, including a 200-foot span over LN Blvd into the Town Center
- Provides a safe option for AV, pedestrian, and micro-mobility users to cross Lake Nona Blvd
- Improves AV Shuttle route times
- Substantially reduces at-grade conflicts on Lake Nona Boulevard



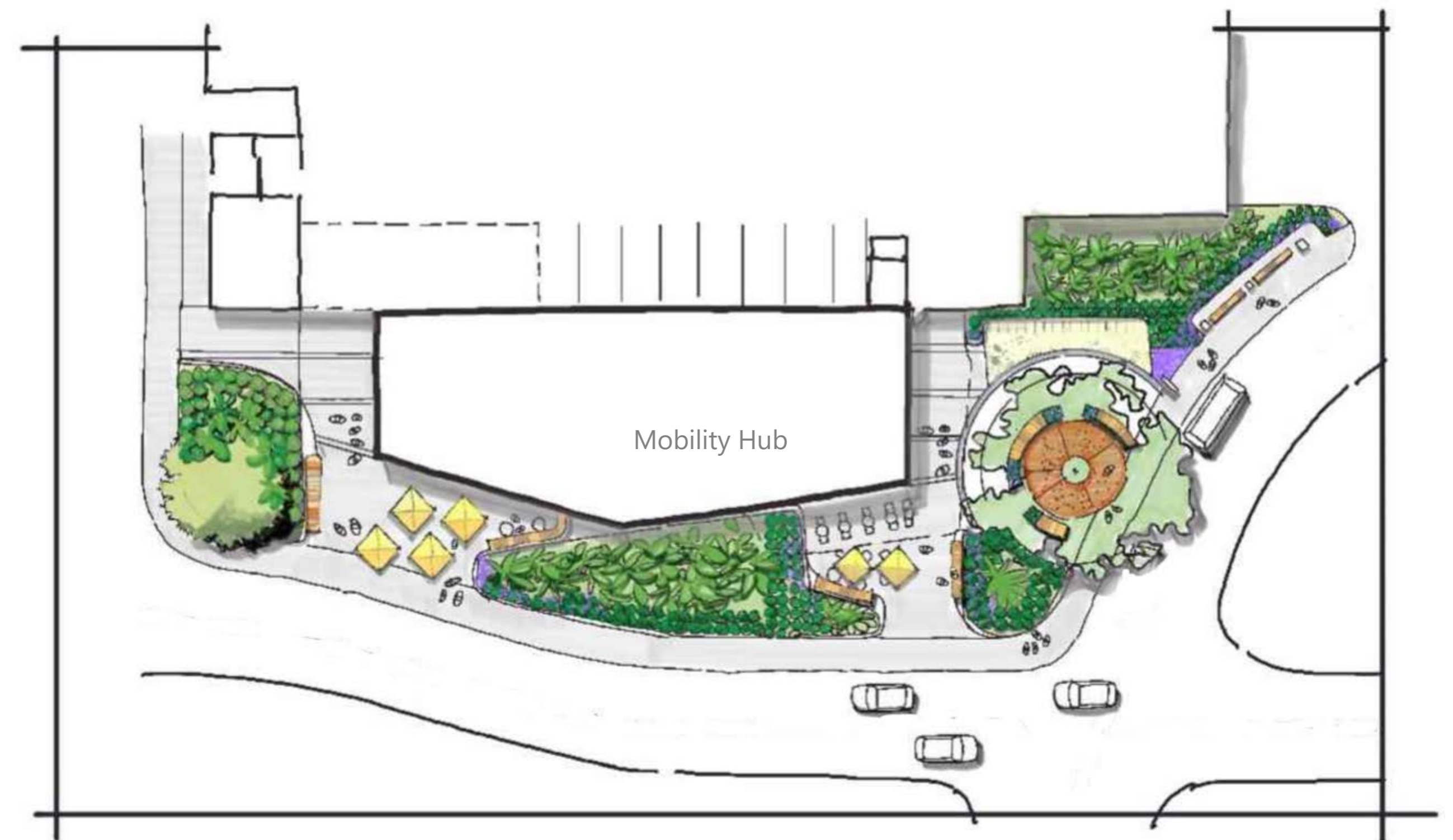
CAR BARN (non-CDD)

- 9,600 SF conditioned space
- 10 interior & 10 outdoor AV charging stations
- 4 interior maintenance bays
- Programming and calibration course



MOBILITY HUB (non-CDD)

- Approx. 4,000 SF micro-mobility user services center
- Connects different modes of transportation and serves as a town center AV stop
- Serves micro-mobility users such as office commuters as well as visitors to Lake Nona
- Includes limited access restrooms, showers, short and long term bicycle and micro-mobility storage, system wayfinding information, repair services, charging stations, and a small mobility retail opportunity



MYRTLE CREEK IMPROVEMENT DISTRICT

Preliminary Operation and Maintenance Assessment Methodology Report



PRELIMINARY LOCAL ALTERNATIVE MOBILITY NETWORK OPERATION & MAINTENANCE ASSESSMENT METHODOLOGY REPORT

October 2020

Prepared for:

Members of the Boards of Supervisors of the
Greenway Improvement District
Boggy Creek Improvement District
Myrtle Creek Improvement District
Poitras East Community Development District

Prepared on October 16, 2020

PFM Financial Advisors LLC
12051 Corporate Boulevard
Orlando, FL 32817



PRELIMINARY LOCAL ALTERNATIVE MOBILITY NETWORK OPERATION & MAINTENANCE ASSESSMENT METHODOLOGY REPORT

October 16, 2020

1.0 Introduction

1.1 Background

The community development districts have been established by the City of Orlando for the purpose of planning, financing, constructing, installing, and/or acquiring certain improvements, facilities and services in conjunction with the development of lands located within the districts: Greenway Improvement District ("GID"), Boggy Creek Improvement District ("BCID"), Myrtle Creek Improvement District ("MCID") and the Poitras East CDD ("PECDD"), collectively, the ("Districts") each of which is associated with its greater Lake Nona development in Orlando, Florida. A brief description of each District is provided herein.

GID: The GID is a community development district created pursuant to Chapter 190, F.S. by the City of Orlando ("City") Ordinance No. 0302244701 effective on February 24, 2003, as amended. The GID encompasses approximately 1,206 acres. The GID is a mixed-use project with a projected buildout of over 7,000 residential units, 650,000 square feet of non-residential space, 350 hotel rooms, over 1,000 specialty care units and civic space.

BCID: The BCID is a community development district created pursuant to Chapter 190, F.S. by the City of Orlando Ordinance 011126701 as amended, effective October 24, 2016. The BCID encompasses approximately 1,126 acres within the City of Orlando. The BCID is primarily comprised of non-residential commercial uses with a projected buildout of 5.5 million square feet of retail, office, hospital, warehouse and research space along with 450 apartment units and over 2,000 hotel rooms.

MCID: The MCID is a community development district created pursuant to Chapter 190, F.S. by the City of Orlando Ordinance 0602131002 as amended, effective February 13, 2006. The MCID encompasses approximately 1,087 acres within the City of Orlando. The MCID is a mixed-use project with a projected buildout of over 1,700 residential units along with non-residential space totaling more than 250,000 square feet in space associated with the USTA, KPMG and future commercial users along Performance Drive.

PECDD: The PECDD is a community development district created pursuant to Chapter 190, F.S. by the City of Orlando Ordinance 2018-38, effective July 9, 2018. The PECDD encompasses approximately 1,061 acres within the City of Orlando. The PECDD is primarily a residential project with a projected buildout of over 2,200 residential units and over 100,000 square feet of non-residential space.



Tavistock Development, LLC (the “Developer”) is currently in the process of developing plans for a Local Alternative Mobility Network (“LAMN”), detailed in Section 1.3, that will benefit all districts, specifically GID, BCID, MCID and the PECDD and feature the GreenLink, located within the BCID and GID. The LAMN is a significant capital improvement comprising both transportation and regional amenity components, specifically as it relates to the GreenLink and GreenLink Bridge. The LAMN, inclusive of the GreenLink, will also include incremental annual operation and maintenance (“O&M”) expenses. The purpose of this report is to provide the methodology by which the allocation of the GreenLink O&M expense will be allocated among the Districts. LAMN O&M expenses not associated with the GreenLink elements, will be allocated to the respective Districts directly as detailed in the LAMN O&M budget.

Each of the Districts has approved a Master Assessment Methodology (“Master Report”) which allocates special assessments supporting District related bonds (“Debt Assessments”) that specially benefit from each District’s capital improvement plan (“CIP”) using an equivalent residential unit (“ERU”) methodology. Each District allocates Debt Assessments to benefitting property within its District. First, Debt Assessments are assigned to properties that have been the subject of a City of Orlando-approved Specific Parcel Master Plan (“SPMP”) based upon the development units (“Development Units”) outlined in that SPMP. Each type of Development Unit is assigned a specific ERU value. The remaining Debt Assessments are allocated on an equal per-acre basis over the remaining undeveloped properties in the Districts. The same ERU values that are utilized for the basis of assigning Debt Assessments are currently used by each of the Districts as the basis for allocating annual operations and maintenance assessments (“O&M Assessments”). This structure has served each District well and it is reasonable to continue the use this methodology as the foundation for the allocation of the LAMN O&M expenses among each of the Districts’ property owners with the exception of the allocation of the GreenLink O&M expense, as further detailed herein.

1.2 Local Alternative Mobility Network Overview

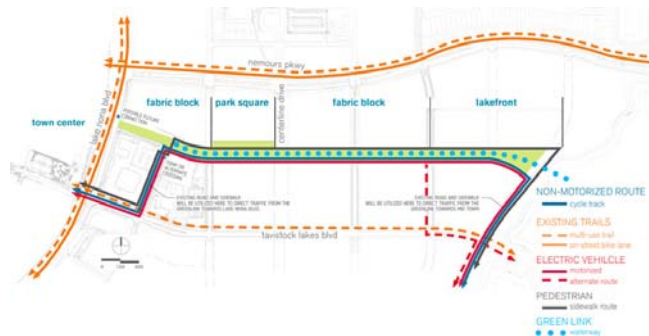
The LAMN is comprised of the following five primary components:

- Mobility Network Hub
 - Full-service hub facility for recreational and commuter users located in Lake Nona Town Center, connecting all modes of transportation and inclusive of restrooms with shower facilities, digital kiosks, seating, bike racks, storage and access to dedicated parking
 - This element will be owned, operated and maintained by the Developer or other third-party entity; accordingly, it does not comprise a part of the LAMN O&M budget
- Autonomous Vehicle Infrastructure
 - Infrastructure required for the safe and efficient operation of an AV fleet consisting of approximately 20 multi-passenger shuttles on the route network, including dedicated AV stops, shared ROW lanes, dedicated AV lanes and an AV system and its users will have access to the same services for the shared bicycle and electric assist programs to be offered in Lake Nona. This does not include the AV fleet of shuttles, which is not a part of the LAMN O&M budget
- Bicycle Transportation Network (BTN)
 - A bicycle network consisting of three multi-use trail network (MUT) provides commuter and recreational corridors for bicycle and pedestrian users alike. Second, a dedicated commuter way provides destination-oriented commuter paths for higher-speed travel.



Finally, enhanced and expanded on-street dedicated lanes support the travel of bicycle users throughout the community. The BTN is complemented by strategically located supported facilities, called “Recovery Zones,” that allow users to rehydrate, repair, and recover during their journey.

- GreenLink
 - A linear park connecting a dense mixed-use environment with Lake Nona Town Center, displacing a conventional automobile street with a dedicated bicycle commuter way, dedicated AV right of way, and pedestrian paths organized around an exposed stormwater conveyance waterway (see figure below).



- GreenLink Bridge
 - A dedicated bridge over the highly traveled six-lane Lake Nona Boulevard, providing AV, bicycle and pedestrian access to the Lake Nona Town Center and Hub.

1.3 Purpose

The GreenLink and GreenLink Bridge within the LAMN represent a combined transportation and regional amenity to the Districts. The GreenLink is a connective linear park and the GreenLink bridge provides alternative mobility options for residents within the Districts. The Districts currently provide for the O&M of certain capital improvements within their respective boundaries. These O&M expenses are funded via the collection of O&M Assessments, which are annual non-ad valorem special assessments. As O&M responsibilities vary over time, the respective District's O&M expenses and thereby the annual O&M Assessments may vary on an annual basis to meet the respective District's needs.

This LAMN Operation and Maintenance Expense Assessment Methodology Report (“LAMN O&M Methodology Report”) provides a methodology to allocate the GreenLink-specific annual O&M expenses associated with the LAMN (the “LAMN Greenlink O&M Expenses”) among the Districts. Further, allocation of the GreenLink-specific O&M expenses is consistent with the existing methodologies for each of the Districts as it pertains to the ERU values associated with each Districts’ residential development, non-residential development and vacant acres within the four Districts that receive a special benefit from operation and maintenance activities.



This LAMN O&M Methodology Report contains the recommended O&M assessment methodology ("O&M Methodology") to be used for allocating the GreenLink-specific annual O&M expenses. 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. Table 1 summarizes the preliminary LAMN O&M Expenses at buildout. The estimated gross assessment is based on the preliminary LAMN O&M Budget, and it includes a 4% gross up for an allowance for early payment of assessments. Table 2 summarizes the anticipated budget from 2021 through 2025.

Table 1. Estimated LAMN O&M Buildout Budget (Estimate at Completion & Stabilization)

Project-Item	Annual O&M	Annual O&M (Gross**)
Recovery Zones & AV Stops*	\$427,800	
GreenLink	\$978,500	
GreenLink - RZ-5/AV-3	\$41,400	
GreenLink - AV-2	\$24,700	
GreenLink - AV-14	\$500	
GreenLink Bridge	\$87,400	
GreenLink Bridge West Approach	\$122,700	
GreenLink Bridge East Approach	\$122,700	
Total - GreenLink	\$1,377,900	\$1,435,313
Total	\$1,805,700	\$1,880,938

Source: Tavistock; *Non-GreenLink LAMN O&M expenses will be District specific

**includes a 4% gross up for an allowance for early payment of assessments

Table 2. Preliminary LAMN O&M Greenlink Buildout Budget 2021 - 2025

Fiscal Year	2021	2022	2023	2024	2025
Annual O&M GreenLink & GreenLink Bridge	\$0	\$0	\$688,950	\$1,033,425	\$1,377,900
Gross*	\$0	\$0	\$717,656	\$1,076,484	\$1,435,313

Source: Tavistock; *includes a 4% gross up for an allowance for early payment of assessments

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

This O&M Methodology provides guidance regarding the allocation of the LAMN Greenlink O&M Expenses to the GID, BCID, MCID and PECDD benefiting from the LAMN Greenlink activities as it relates to the transportation and amenity benefits realized by each District. As most of the Districts' existing 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 ERU values assigned to land uses for purposes of allocating bond debt service assessments for capital improvements. These ERU units have been approved by each of the Districts' Boards as representative of the proportionate benefit conferred on properties due to the implementation of the Districts' CIPs. The ERU values assigned to properties within the Districts are found in each Districts' associated Master Methodologies. The ERU values have also been used by each of the Districts as the basis for allocating annual O&M expenses. This structure has served each District well and is reasonable to continue the use of these ERU values as the foundation for the allocation of the LAMN GreenLink O&M Expenses among each of the Districts' property owners.

It's important to note that each of the Districts is still in the development process, and includes vacant developable acres, and each of the Districts has yet to finalize its full set of land uses. As a result, O&M budget expenses are allocated to the platted development via ERU with the remainder of the budget allocated to the acreage on a per acre basis. 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 each Districts established ERU values.



2.2 Summary of Total Development within the Four Districts

The GID, BCID, MCID and PECDD have each established master methodologies detailing master development volumes. Table 3 summarizes the total development volume among all four Districts.

Table 3. Summary of GID, BCID, MCID & PECDD Development Volumes

<u>Residential</u>	<u>Greeneway ID</u>	<u>Boggy Creek ID</u>	<u>Myrtle Creek ID</u>	<u>Poitras East CDD</u>	<u>TOTAL</u>
Single Family Residential (unit)	3,126		780	1,406	5,312
Townhome (unit)	771		649	525	1,945
Condominium (unit)	988				988
Apartment (unit)	2,313	450		306	3,069
<u>Non-Residential</u>					
Hotel (rms / keys)	346	2,250	250		2,846
Assisted Living Facility (beds)	1,171				1,171
Retail (Sq.Ft.)	170,099	955,373		55,000	1,180,472
Office (Sq.Ft.)	136,311	213,993	19,595	55,000	424,899
Medical Office (Sq.Ft.)	335,956	500,000			835,956
Medical Research/Campus (Sq.Ft.)		2,375,277			2,375,277
Civic Space (Sq. Ft.)	58,255				58,255
Hospital (Sq.Ft. or Beds)		1,420,000			1,420,000
					0
					0
Flex (Office/Warehouse) (Sq.Ft.)		100,000			100,000
					0
Tennis Stadium			4,500		4,500
USTA - tennis courts			102		102
					0

Source: PFM Financial Advisors LLC

2.3 Allocation of the LAMN GreenLink O&M Budget

The LAMN GreenLink is defined as a transportation and regional amenity to the GID, BCID, MCID and PECDD. The LAMN Greenlink O&M Expenses are associated with both the transportation-related activities of the bridge and road network as well as the linear park amenity activities. An analysis of the LAMN GreenLink O&M Expenses by the Districts' staff determined that approximately fifty percent (50%) of the LAMN GreenLink O&M Expenses are transportation related and fifty percent (50%) of are amenity related. Using this information, PFM Financial Advisors LLC ("Assessment Consultant") allocated the preliminary estimated LAMN GreenLink O&M Expenses as summarized in Table 4.



Table 4. Allocation of Estimated O&M Expenses by Category

Category of O&M	LAMN O&M	Description
Transportation - GreenLink	\$688,950	Allocate 50% of GreenLink among four Districts based on Total Trips
Amenity - GreenLink	\$688,950	Allocate 50% of GreenLink among four Districts based on ERUs
TOTAL - GreenLink	\$1,377,900	

Source: District Engineer, PFM Financial Advisors LLC, Developer

Transportation

In the case of the LAMN GreenLink O&M Expenses related to transportation, the total budget is allocated across the four benefitting Districts via the percentage allocation of total trips based on the total development schedule as detailed in each of the Districts' Master Methodologies. Table 5 summarizes trip rates associated with planned development within each of the four Districts as provided by the Institute of Transportation Engineers ("ITE"), 10th Edition.

Table 5. Summary of ITE Trip Rates

<u>Residential</u>	ITE Code	ITE Rate	Description of ITE Unit (e.g. unit, hotel room, per 1,000 sqft, hospital bed, etc...)
Single Family Residential (unit)	210 - Single-Family Detached Housing	9.44	Dwelling unit
Townhome (unit)	230 - Residential Condominium/Townhouse	7.32	Dwelling unit
Condominium (unit)	230 - Residential Condominium/Townhouse	7.32	Dwelling unit
Apartment (unit)	220 - Apartment	7.32	Dwelling unit
<u>Non-Residential</u>			
Hotel (rms / keys)	310 – Hotel	8.36	Rooms
Assisted Living Facility (beds)	254 - Assisted Living	4.24	Beds
Retail (Sq.Ft.)	820 - Shopping Center	37.75	1,000 sq.ft.
Office (Sq.Ft.)	710 - General Office Building	9.74	1,000 sq.ft.
Medical Office (Sq.Ft.)	720 - Medical-Dental Office Building	34.8	1,000 sq.ft.
Medical Research/Campus (Sq.Ft.)	760 - Research and Development Center	11.26	1,000 sq.ft.
Civic Space (Sq. Ft.)	560 - Church	6.95	1,000 sq.ft.
Hospital (Sq.Ft. or Beds)	610 - Hospital	10.72	1,000 sq.ft.
	610 – Hospital	22.32	Beds
Flex (Office/Warehouse) (Sq.Ft.)	130 - Industrial Park	3.37	1,000 sq.ft.
	AVG	7.91	1,000 sq.ft.
	770 - Business Park	12.44	1,000 sq.ft.
Tennis Stadium*	465 - Ice Rink	1.26	Seats
USTA - tennis courts	490 - Tennis Courts	30.32	Court
	714 - Corporate Headquarters Building	12.44	1,000 sq.ft.

Source: Institute of Transportation Engineers, 10th Edition (the listed values are average daily trips (ADT) rather than peak hour trips)

*Source: Institute of Transportation Engineers, 9th Edition (use was most applicable and removed from 10th Edition)



Based on the total development volumes and trip rates, the total trip rates were estimated. Table 6 summarizes the percentage allocation of total trips among the four Districts. Table 7 summarizes the allocation of the LAMN GreenLink O&M Expenses associated with transportation. While it is understood that the GreenLink capital improvement is related to alternative mobility activity; the use of ITE trips rates and the allocation of benefit via total trips for each District represented a reasonable allocation as each District is estimated to benefit directly from the GreenLink based on a capture of alternative mobility trips consistent with the allocation of total trips among the Districts.

Table 6. Summary of Total Trip Rates and Allocation

<u>Residential</u>	<u>Greeneway ID</u>	<u>Boggy Creek ID</u>	<u>Myrtle Creek ID</u>	<u>Postras East CDD</u>	<u>TOTAL</u>
Single Family Residential (unit)	29,507	0	7,363	13,273	50,143
Townhome (unit)	5,641	0	4,751	3,843	14,235
Condominium (unit)	7,235	0	0	0	7,235
Apartment (unit)	16,934	3,294	0	2,240	22,468
Non-Residential					
Hotel (rms / keys)	2,894	18,810	2,090	0	23,794
Assisted Living Facility (beds)	4,964	0	0	0	4,964
Retail (Sq.Ft.)	6,421	36,065	0	2,076	44,563
Office (Sq.Ft.)	1,328	2,084	191	536	4,139
Medical Office (Sq.Ft.)	11,691	17,400	0	0	29,091
Medical Research/Campus (Sq.Ft.)	0	26,746	0	0	26,746
Civic Space (Sq. Ft.)	405	0	0	0	405
Hospital (Sq.Ft. or Beds)	0	15,222	0	0	15,222
Flex (Office/Warehouse) (Sq.Ft.)					
	0	791	0	0	791
Tennis Stadium	0	0	5,670	0	5,670
USTA - tennis courts	0	0	3,093	0	3,093
TOTAL TRIPS	87,020	120,412	23,157	21,968	252,557
% of TOTAL TRIPS	34.5%	47.7%	9.2%	8.7%	100.0%

Source: PFM Financial Advisors LLC

Table 7. Transportation - Trip Allocation Among GID, BCID, MCID & PECDD

<u>District</u>	<u>Transportation - Total Trips</u>	<u>% Trips</u>	<u>Trips Allocation</u>
Greeneway ID	87,020	34.5%	\$237,382
Boggy Creek ID	120,412	47.7%	\$328,472
Myrtle Creek ID	23,157	9.2%	\$63,171
Postras East CDD	21,968	8.7%	\$59,925
TOTAL	252,557	100.0%	\$688,950

Source: PFM Financial Advisors LLC (via Master Methodologies)



Amenity

In the case of the LAMN GreenLink O&M Expenses associated with the amenity function of GreenLink, the total budget is allocated across the four benefitting Districts based on the percentage allocation of total equivalent residential units ("ERUs") based on the total development schedule as detailed in each Districts' Master Methodologies. Table 8 summarizes the allocation of ERUs among the four Districts.

Table 8. Amenity - ERU Allocation Among GID, BCID, MCID & PECDD

District	Master - ERUs	Master ERU %	TOTAL
Greenway ID	4,568	32.2%	\$221,513
Boggy Creek ID	5,205	36.6%	\$252,403
Myrtle Creek ID	2,048	14.4%	\$99,289
Poitras East CDD	2,387	16.8%	\$115,746
TOTAL	14,207	100.0%	\$688,950

Source: PFM Financial Advisors LLC (via Master Methodologies)

TOTAL

The resulting allocation of LAMN GreenLink O&M Expenses are summarized in Table 9. It is important to note again that the expenses identified are preliminary in nature and are based off estimated operations and maintenance needs for the GreenLink. They are provided to illustrate how the percentage allocations described herein will be applied.

Table 9. Summary of LAMN GreenLink O&M Allocation

District	Transportation (trips)	Amenity (ERUs)		
Greenway ID	34.5%	32.2%		
Boggy Creek ID	47.7%	36.6%		
Myrtle Creek ID	9.2%	14.4%		
Poitras East CDD	8.7%	16.8%		
TOTAL	100.0%	100.0%		
District	Transportation Allocation	Amenity Allocation	Total GreenLink Allocation	% Allocation of LAMN GreenLink O&M
Greenway ID	\$237,382	\$221,513	\$458,895	33.3%
Boggy Creek ID	\$328,472	\$252,403	\$580,875	42.2%
Myrtle Creek ID	\$63,171	\$99,289	\$162,460	11.8%
Poitras East CDD	\$59,925	\$115,746	\$175,671	12.7%
TOTAL	\$688,950	\$688,950	\$1,377,900	100.0%

Source: PFM Financial Advisors LLC

MYRTLE CREEK IMPROVEMENT DISTRICT

**Interlocal Agreement Among the Boggy Creek
Improvement District, The Myrtle Creek Improvement
District, The Greenway Improvement District, and the
Poitras East Community Development District
Regarding Maintenance of the Greenlink Improvements
within the Local Alternative Mobility Network**

INTERLOCAL AGREEMENT AMONG THE BOGGY CREEK IMPROVEMENT DISTRICT, THE MYRTLE CREEK IMPROVEMENT DISTRICT, THE GREENEWAY IMPROVEMENT DISTRICT, AND THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT REGARDING MAINTENANCE OF THE GREENLINK IMPROVEMENTS WITHIN THE LOCAL ALTERNATIVE MOBILITY NETWORK

THIS AGREEMENT is made among the Boggy Creek Improvement District (“**Boggy Creek**”), the Myrtle Creek Improvement District (“**Myrtle Creek**”), the Greenway Improvement District (“**Greeneway**”), and the Poitras East Community Development District (“**Poitras East**”), (collectively, the “**Districts**”), each of which is a special-purpose unit of local government located in the City of Orlando, Florida (this agreement is hereinafter referred to as the “**Agreement**”).

RECITALS

WHEREAS, the Districts are special-purpose units of local government located entirely within the City of Orlando, Florida, that have been established for the purpose of planning, financing, constructing, installing, and/or acquiring certain improvements, facilities and services in conjunction with the development of lands located within the Districts;

WHEREAS, the Districts are responsible for the maintenance of certain aspects of a Local Alternative Mobility Network, which is located throughout the boundaries of the Districts, as more particularly identified on the map attached hereto and made a part hereof as **Exhibit A** (the “**LAM Network**”);

WHEREAS, maintenance and enhancement of the LAM Network provides a benefit to the lands within the Districts;

WHEREAS, a component of the LAM Network consists of a connected multi-modal trail, bridge and linear park improvement, hereinafter referred to as the ‘**Greenlink**’ within the boundaries of Greeneway and Boggy Creek, the location of which is further identified on Exhibit A;

WHEREAS, as described in more detail in the *Preliminary Local Alternative Mobility Network Operation & Maintenance Assessment Methodology Report*, dated October 16, 2020 (“**LAMN Methodology**”) attached hereto as **Exhibit B**, all of the Districts benefit from the Greenlink from both a transportation and amenity perspective; accordingly, the Districts desire to share in the operation and maintenance cost associated with the Greenlink at the percentages described in the LAMN Methodology;

WHEREAS, the Districts find that it is mutually advantageous and cost-effective to designate one district as the entity to provide for the maintenance of the Greenlink;

WHEREAS, the District providing the maintenance will have the need for continued staffing and contractual arrangements to be in place to be able to respond to maintenance needs;

WHEREAS, the Districts wish to ensure the timely, efficient and cost-effective provision of maintenance services;

WHEREAS, the Districts find that designation of Boggy Creek as the entity for provision of the staffing and contract coordination for the maintenance of the Greenlink will provide the most efficient and cost-effective way to provide maintenance services;

WHEREAS, it is in the interest of each District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the boundaries of their respective districts;

WHEREAS, section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969,” permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, the Districts find this Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the Districts desire to exercise jointly their common powers and authority concerning the cost effective provision of maintenance services; the avoidance of inefficiencies caused by the unnecessary duplication of services; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies.

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 Districts, the Districts agree as follows:

SECTION 1. RECITALS AND AUTHORITY. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement. This Agreement is entered into pursuant to the provision of Florida law, including but not limited to Chapters 163, 189, and 190, *Florida Statutes*, and the Florida Constitution.

SECTION 2. MAINTENANCE. The parties acknowledge that it is in the best interest of the residents and property owners in each District for the Greenlink to be kept in a condition reflecting the quality of development within the Districts. Boggy Creek shall operate and maintain the Greenlink in substantial accordance with maintenance standards utilized by the Districts in existing maintenance agreements. The Districts agree that any or all of the operations and maintenance of the Greenlink shall be arranged by Boggy Creek.

2.1 Contracts. Boggy Creek shall comply with all applicable laws regarding the procurement of goods or services.

2.2 Administration. Boggy Creek shall be solely responsible for ensuring adequate administration and inspection of the Greenlink.

2.3 Costs. Consistent with the LAMN Methodology, the Financial Consultant for the Districts has calculated each District's percentage allocation of costs based on factors identified therein. The percentage allocation of costs for the operation and maintenance of the Greenlink is as follows:

Boggy Creek	42.2%
Greeneway	33.3%
Myrtle Creek	11.8%
Poitrass East	12.7%

The amounts to be paid by each District for the provision of maintenance services shall be based on these percentages.

2.4 Budget. Within seven (7) days after Boggy Creek annually approves its preliminary budget, Boggy Creek shall provide a copy of the preliminary budget to Myrtle Creek, Greeneway, and Poitrass East for review. In the event that the total funds budgeted for the use, operation, repair and maintenance of the Greenlink are not clearly identified in the preliminary budget, Boggy Creek shall send a letter accompanying the preliminary budget which sets forth the total amount budgeted for the use, operation, repair and maintenance of the Greenlink, inclusive of any amounts necessary for reserves. If Myrtle Creek, Greeneway and/or Poitrass East dispute the total amount budgeted by Boggy Creek, Myrtle Creek, Greeneway and/or Poitrass East shall notify Boggy Creek of its concerns. In such event, the Districts agree to cooperate in good faith toward refining the budgeted amount prior to Boggy Creek's adoption of its final budget. However, nothing herein shall operate to prevent Boggy Creek from adopting its final budget in a timely manner.

2.5 Payment. At the beginning of the Districts' fiscal year, Myrtle Creek, Greeneway and/or Poitrass East shall have the option of either reimbursing Boggy Creek at the beginning of each fiscal year by making a lump sum payment equal to each District's percentage share of the projected expenses for the use, operation, repair and maintenance of the Greenlink to Boggy Creek or by making monthly payments equal to each District's percentage share of the preceding month's actual expenses for the use, operation, repair and maintenance of the Greenlink to Boggy Creek. However, Boggy Creek may declare the option to reimburse by monthly payments no longer available should a District fail to make monthly payments in a timely manner.

If Myrtle Creek, Greeneway and/or Poitrass East opts to make a lump sum payment, on or before October 1 of each fiscal year, the respective District(s) shall make a lump sum payment equal to the percentage allocation identified in 2.3 herein of the projected expenses to be included in Boggy Creek's adopted final budget for the use, operation, repair and maintenance of the Greenlink to Boggy Creek. At the conclusion of each fiscal year, Greeneway shall compare the actual annual expenses for use, operation, repair and maintenance of the Greenlink with the amount previously paid by the respective Districts for that fiscal year. Based

on this comparison, Boggy Creek shall determine whether there has been an underpayment or an overpayment by any District for the prior fiscal year. If there has been an overpayment, the amount of the overpayment shall be paid to the respective District without interest. If there has been an underpayment, Boggy Creek shall provide the respective District with an invoice for the amount of the underpayment. The respective District shall pay such invoice within thirty (30) days of receipt. If such invoice is paid in full within this thirty-day period, no interest shall accrue on the underpayment.

If Myrtle Creek, Greenway and/or Poitras East opts to make monthly payments, upon receipt of invoice(s) for expenses incurred in connection with the use, operation, repair and maintenance of the Greenlink, Boggy Creek shall provide the respective District with an invoice requesting payment equal to the respective percentage share identified in 2.3 herein of the actual expenses for the use, operation, repair and maintenance of the Greenlink. The respective District shall pay such invoice within thirty (30) days of receipt.

2.6 Unbudgeted Expenses. It is contemplated by the parties that unusual, unbudgeted maintenance events may occur. In such event, the Districts agree to cooperate in good faith in arranging for the repair of the Greenlink and toward allocating cost among the Districts.

2.7 Inspection of Records; Payment Disputes. Upon request, Boggy Creek shall make available to Greenway, Myrtle Creek and Poitras East for review at a reasonable time and place, its books and records with respect to expenses associated with the use, operation, repair and maintenance of the Greenlink. In the event of a dispute between the parties relating to the reimbursement of these expenses, Greenway, Myrtle Creek and/or Poitras East shall pay the amount requested by Boggy Creek in the time frame set forth above. Greenway, Myrtle Creek and/or Poitras East shall give written notice accompanying the payment which states it disputes the amount of the payment. Payment in this manner shall not waive the right of Greenway, Myrtle Creek and/or Poitras East to dispute the correct amount of such required payment.

SECTION 3. INSURANCE. Boggy Creek shall require any contractor selected to provide services relative to the Greenlink to maintain liability and property insurance in amounts customary for the scope of such a maintenance project and shall name each other district as an additional insured.

SECTION 4. LIABILITY LIMITATIONS. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any of the Districts, including their supervisors, officers, agents and employees and independent contractors, 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.

SECTION 5. DEFAULT. A default by any District under this Agreement shall entitle the other Districts to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the

other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

SECTION 6. ENFORCEMENT. In the event that any District seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party or parties 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 7. CONTROLLING LAW. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

SECTION 8. SEVERABILITY. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

SECTION 9. AMENDMENT. This Agreement shall not be modified or amended except by written agreement duly executed by the parties hereto.

SECTION 10. INTERPRETATION. This Agreement has been negotiated fully between the parties as an arms length transaction. All Districts participated fully in the preparation of this Agreement. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Districts are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. TIME OF THE ESSENCE. The Districts each agree that time is of the essence of this Agreement.

SECTION 12. NOTICE. Each District shall furnish to the other such notice, as may be required from time to time, pursuant to this Agreement, in writing, posted in the U.S. mail or by hand delivery, or by overnight delivery service and addressed as follows:

To Boggy Creek: Boggy Creek Improvement District
 12051 Corporate Boulevard
 Orlando, Florida 32817
 Attn: District Manager

To Myrtle Creek: Myrtle Creek Improvement District
 12051 Corporate Boulevard
 Orlando, Florida 32817
 Attn: District Manager

To Greeneway: Greeneway Improvement District
 12051 Corporate Boulevard
 Orlando, Florida 32817

Attn: District Manager

To Poitras East: Poitras East Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

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. 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.

SECTION 13. EFFECTIVE DATE. This Agreement and the rights conferred herein shall become effective upon filing with the Clerk of the Circuit Court of Orange County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

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IN WITNESS WHEREOF the undersigned set their hands as of the ____ day of October, 2020.

Attest:

BOGGY CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Richard Levey
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by Richard Levey, as Chairman of the Board of Supervisors of Boggy Creek Improvement District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Attest:

MYRTLE CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Bob da Silva
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Bob da Silva, as Chairman of the Board of Supervisors of Myrtle Creek Improvement District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Attest:

GREENEWAY IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Richard Levey
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Richard Levey, as Chairman of the Board of Supervisors of Greenway Improvement District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Attest:

**POITRAS EAST COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Richard Levey
Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by Richard Levey, as Chairman of the Board of Supervisors of Poitras East Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A: LAM Network Map
Exhibit B: LAMN Methodology

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Agreement
(exhibit a provided under separate)

**MAINTENANCE FUNDING AGREEMENT BETWEEN THE MYRTLE CREEK
IMPROVEMENT DISTRICT AND LAKE NONA LAND COMPANY, LLC,
REGARDING LAMN NETWORK IMPROVEMENTS**

This Agreement is made and entered into this 10th day of November, 2020, by and between:

MYRTLE CREEK IMPROVEMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (hereinafter “**District**”), and

LAKE NONA LAND COMPANY, LLC, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (hereinafter “**Developer**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the City Council of the City of Orlando, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, Developer presently owns and/or is developing certain real property (“**Property**”) within the District, as described in **Exhibit A** attached hereto, which Property will benefit from the timely construction and acquisition of the District’s facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is responsible for the maintenance of certain aspects of a Local Alternative Mobility Network, which is located throughout the boundaries of the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Greenway Improvement District, and the Poitras East Community Development District (the “**LAM Network**”);

WHEREAS, maintenance and enhancement of the LAM Network provides a benefit to the lands within the District;

WHEREAS, a component of the LAM Network consists of a connected multi-modal trail, bridge and linear park improvement, hereinafter referred to as the “**Greenlink**” within the boundaries of Greenway and Boggy Creek;

WHEREAS, the District is a party to that certain *Interlocal Agreement Among the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Greenway Improvement District, and the Poitras East Community Development District Regarding Maintenance of the*

Greenlink Improvements within the Local Alternative Mobility Network (the “**Interlocal Agreement**”);

WHEREAS, pursuant to the Interlocal Agreement, the District is responsible for 11.8% of the annual expenses associated with the operation and maintenance of the Greenlink (the “**District’s Greenlink Expenses**”);

WHEREAS, in addition to the District’s Greenlink Expenses, the District anticipates that it will need to annually budget for the operation and maintenance of the LAM Network improvements located within the boundaries of the District (the “**District’s Direct LAM Network Expenses**” and together with the District’s Greenlink Expenses”, the “**District’s LAM Network Expenses**”)

WHEREAS, in lieu of levying assessments to fund, the Developer is willing to provide one hundred percent (100%) of the funds necessary to allow the District to fund the LAM Network Expenses; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the certain portions of property located within the District for the LAM Network Expenses; and

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies necessary for the District to pay all LAM Network Expenses, within fifteen (15) days of written request by the District. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 1 above, the District may enforce the collection of funds due under this Agreement by action against the Developer in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the LAM Network Expenses provide a special and peculiar benefit to the certain property within the District. The Developer agrees that the LAM Network Expenses provide a special and peculiar benefit to certain property within the District equal to or in excess of the costs. Therefore, in the alternative or in addition to the other methods

of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on benefitting property, as determined by the District, for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law against the Property. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

3. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

4. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

5. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

6. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

7. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

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

9. **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 the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

11. **TERM.** The term of this Agreement shall be for a one (1) year renewable period commencing as of the date written above (“**Commencement Date**”). This Agreement shall automatically renew each year and shall only terminate upon the District’s annual assessment of property for the LAM Network Expenses pursuant to paragraph 2b herein or the identification of an alternative funding source acceptable to the District in its sole discretion.

[remainder of page intentionally left blank]

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

Attest:

MYRTLE CREEK IMPROVEMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice-Chairperson

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

Witness

By:_____

Exhibit A: Description of the Property

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
October 2020 in an amount totaling \$64,507.36**

MYRTLE CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 12051 CORPORATE BLVD • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$64,507.36**

Approval of Expenditures:

____ Chairman

____ Vice Chairman

____ Assistant Secretary

Myrtle Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 10/1/2020 to 10/31/2020

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
3816	10/13/20	P	AWC	Aquatic Weed Control, Inc.	\$325.00
3817	10/13/20	P	BERMAN	Berman Construction	\$3,000.01
3818	10/13/20	P	CEPRA	Cepra Landscape	\$5,222.60
3819	10/13/20	P	HGS	Hopping Green & Sams	\$916.50
3820	10/13/20	P	ORLSEN	Orlando Sentinel	\$335.00
3821	10/19/20	P	BCID	Boggy Creek Improv. District	\$236.52
3822	10/19/20	P	CEPRA	Cepra Landscape	\$253.00
3823	10/19/20	P	DEO	Dept. of Economic Opportunity	\$175.00
3824	10/19/20	P	DONMC	Donald W. McIntosh Associates	\$125.00
3825	10/19/20	P	PFMGC	PFM Group Consulting	\$9.50
3826	10/19/20	P	VGLOBA	VGlobalTech	\$425.00
3827	10/21/20	P	TRUSTE	US Bank as Trustee for Myrtle	\$5,249.46
3828	10/26/20	P	CEPRA	Cepra Landscape	\$20,684.74
3829	10/26/20	P	JLYNAU	John Peter Lynaugh	\$200.00
3830	10/26/20	P	KSHENA	Kamalakar Shenai	\$200.00
3831	10/26/20	P	KSCHOL	Kyle Scholl	\$200.00
3832	10/26/20	P	LDASIL	Lionel R. Dasilva	\$200.00
3833	10/26/20	P	MLEED	Marsha Leed	\$200.00
3834	10/26/20	P	ORLSEN	Orlando Sentinel	\$327.50
3835	10/26/20	P	PFMGC	PFM Group Consulting	\$3,333.33
3836	10/26/20	P	SEF	Special Event Floral	\$500.00
3837	10/29/20	P	LNLC	Lake Nona Land Company	\$17,915.00
BANK SUN REGISTER TOTAL:					\$60,033.16
GRAND TOTAL :					\$60,033.16

54,783.70	Checks 3816-3826, 3828-3837 cut
5,249.46	Check 3827 - Debt Service
2,882.44	PA 464 - OUC paid online
6,841.22	PA 464 - September ICM paid to Boggy Creek
69,756.82	Total cash spent
64,507.36	O&M cash spent

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

** Denotes broken check sequence.

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #070

9/4/2020

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District Reimbursement for Construction-Related Legal Advertising on Req 169	OSC23756905	\$ 118.26
2	Cepira Landscape Wellspring A & B M.I. Repairs	18839	\$ 253.00
	Wellspring September Landscaping	19092	\$ 2,708.00
3	Donald W McIntosh Associates Wellspring Drive & Performance Drive Engineering Services Through 08/14/2020	40165	\$ 125.00
TOTAL			\$ 3,204.26

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Saturday, September 5, 2020 12:42 PM
To: Amanda Lane; AccountsPayable; Damon Ventura
Subject: RE: Myrtle Creek - FR #70
Attachments: MCID FR #070.pdf

EXTERNAL EMAIL: Use care with links and attachments.

MCID Funding Req. #70 is approved for processing.

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

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, September 4, 2020 5:12 PM
To: AccountsPayable <accountspayable@tavistock.com>; Damon Ventura <dventura@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #70

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #70 for \$3,204.26.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (**direct phone 407.723.5925**) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #071

9/18/2020

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District Reimbursement for Construction-Related Legal Advertising on Req 172	OSC24964108	\$ 118.26
TOTAL			\$ 118.26

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Friday, September 18, 2020 1:37 PM
To: Amanda Lane; AccountsPayable; Damon Ventura
Subject: RE: Myrtle Creek - FR #71
Attachments: MCID FR #071.pdf

EXTERNAL EMAIL: Use care with links and attachments.

MCID FR# 071 is approved for processing.

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

From: Amanda Lane <lanea@pfm.com>
Sent: Friday, September 18, 2020 10:34 AM
To: AccountsPayable <accountspayable@tavistock.com>; Damon Ventura <dventura@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #71

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #71 for \$118.26.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (direct phone 407.723.5925) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #072

10/2/2020

Item No.	Payee	Invoice Number	General Fund
2	Cepira Landscape Wellspring October Landscaping	19709	\$ 2,708.00
TOTAL			\$ 2,708.00

Amanda Lane

From: Larry Kaufmann <lkaufmann@tavistock.com>
Sent: Sunday, October 4, 2020 9:28 AM
To: Amanda Lane; AccountsPayable; Damon Ventura
Subject: RE: Myrtle Creek - FR #72
Attachments: MCID FR #072.pdf

EXTERNAL EMAIL: Use care with links and attachments.

MCID FR #072 is approved for processing.

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

From: Amanda Lane <lanea@pfm.com>
Sent: Saturday, October 3, 2020 11:15 AM
To: AccountsPayable <accountspayable@tavistock.com>; Damon Ventura <dventura@tavistock.com>
Cc: Larry Kaufmann <lkaufmann@tavistock.com>
Subject: Myrtle Creek - FR #72

EXTERNAL E-MAIL

Please see attached for Myrtle Creek FR #72 for \$2,708.00.

Amanda Lane
Assistant Chief District Accountant

PFM Group Consulting LLC
LaneA@pfm.com | web pfm.com
phone 407.723.5900 (**direct phone 407.723.5925**) | fax 407.723.5901
12051 Corporate Blvd. | Orlando, FL 32817

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #463

10/2/2020

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Aquatic Weed Control October Waterway Service	51798	\$ 325.00	FY 2021
2	Berman Construction October Administrator Services	8569	\$ 1,333.34	FY 2021
	October Irrigation Specialist Services	8569	\$ 1,666.67	FY 2021
3	Cepa Landscape September Controllers 2-5 Repairs	19462	\$ 4,898.20	FY 2020
	October Sec. 1 Landscaping	19709	\$ 17,137.50	FY 2021
	September Clocks 4, 6, 7 Repairs	19795	\$ 324.40	FY 2020
4	Hopping Green & Sams General Counsel Through 08/31/2020	117440	\$ 916.50	FY 2020
5	Orlando Sentinel Legal Advertising Through 09/20/2020 (Ad: 6763131)	OSC25549799	\$ 335.00	FY 2020

TOTAL

\$ 26,936.61

6,474.10

FY 2020

20,462.51

FY 2021

Jennifer L. Walden

Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 2:31 pm, Oct 05, 2020

[Signature]
10/4/20

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #464

10/9/2020

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Boggy Creek Improvement District September ICM Expenses	ICM2020-12	\$ 6,841.22	FY 2020
2	Florida Department of Economic Opportunity FY 2020 / 2021 Special District Fee	82875	\$ 175.00	FY 2021
3	OUC Acct: 4782400001 ; Service 09/01/2020 - 10/02/2020	--	\$ 2,882.44	FY 2020
4	PFM Group Consulting Reimbursables: September	OE-EXP-01138	\$ 9.50	FY 2020
5	VGlobalTech July - September ADA Audit October Website Maintenance	1946 2027	\$ 300.00 \$ 125.00	FY 2020 FY 2021
TOTAL			\$ 10,333.16	
			10,033.16	FY 2020
			300.00	FY 2021

Lynne Mallis

Secretary/Assistant Secretary

Chairperson

Jay K...
10/12/20

RECEIVED

By Amanda Lane at 3:16 pm, Oct 13, 2020

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #465

10/23/2020

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Cepra Landscape Irrigation Repairs	20063	\$ 839.24	FY 2021
2	Orlando Sentinel Legal Advertising: FY 2021 Meeting Schedule	OSC26479369	\$ 327.50	FY 2021
3	PFM Group Consulting DM Fee: October 2020	DM-10-2020-0023	\$ 3,333.33	FY 2021
4	Special Event Floral Holiday Decorations	20-139	\$ 500.00	FY 2021
5	Supervisor Fees - 10/20/2020 Meeting Marsha Leed Kam Shenai John Lynaugh Kyle Scholl Bob daSilva	-- -- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00	FY 2021 FY 2021 FY 2021 FY 2021 FY 2021

TOTAL \$ 6,000.07

-	FY 2020
6,000.07	FY 2021

Hymne Mallin

Secretary/Assistant Secretary

Chairperson

RECEIVED

By Amanda Lane at 1:21 pm, Oct 26, 2020

JA
10/26/20

MYRTLE CREEK IMPROVEMENT DISTRICT

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

MYRTLE CREEK IMPROVEMENT DISTRICT

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

Myrtle Creek Improvement District
Statement of Financial Position
As of 10/31/2020

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$232,112.07				\$232,112.07
Money Market Account	68,743.02				68,743.02
State Board of Administration	3,992.82				3,992.82
Accounts Receivable - Due from Developer	1,257.52				1,257.52
Deposits	4,300.00				4,300.00
General Reserve	168,414.48				168,414.48
Debt Service Reserve		\$335,028.62			335,028.62
Revenue		575,602.94			575,602.94
Interest A2 Bond		288,500.00			288,500.00
Prepayment		33.82			33.82
Sinking Fund A2 Bond		20,000.00			20,000.00
Accounts Receivable - Due from Developer			\$163.75		163.75
Acquisition/Construction			401,903.09		401,903.09
Total Current Assets	<u>\$478,819.91</u>	<u>\$1,219,165.38</u>	<u>\$402,066.84</u>	<u>\$0.00</u>	<u>\$2,100,052.13</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,219,165.38	\$1,219,165.38
Amount To Be Provided				16,035,834.62	16,035,834.62
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$17,255,000.00</u>	<u>\$17,255,000.00</u>
Total Assets	<u><u>\$478,819.91</u></u>	<u><u>\$1,219,165.38</u></u>	<u><u>\$402,066.84</u></u>	<u><u>\$17,255,000.00</u></u>	<u><u>\$19,355,052.13</u></u>
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$2,686.71				\$2,686.71
Due To Other Governmental Units	7,920.22				7,920.22
Deferred Revenue	1,257.52				1,257.52
Accounts Payable			\$163.75		163.75
Deferred Revenue			163.75		163.75
Total Current Liabilities	<u>\$11,864.45</u>	<u>\$0.00</u>	<u>\$327.50</u>	<u>\$0.00</u>	<u>\$12,191.95</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$17,255,000.00	\$17,255,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$17,255,000.00</u>	<u>\$17,255,000.00</u>
Total Liabilities	<u><u>\$11,864.45</u></u>	<u><u>\$0.00</u></u>	<u><u>\$327.50</u></u>	<u><u>\$17,255,000.00</u></u>	<u><u>\$17,267,191.95</u></u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$517,186.60				\$517,186.60
Current Year Net Assets, Unrestricted	(50,231.14)				(50,231.14)
Net Assets, Unrestricted		\$1,219,165.38			1,219,165.38
Current Year Net Assets, Unrestricted		0.00			0.00
Net Assets, Unrestricted			\$401,903.09		401,903.09
Current Year Net Assets, Unrestricted			(163.75)		(163.75)
Total Net Assets	<u><u>\$466,955.46</u></u>	<u><u>\$1,219,165.38</u></u>	<u><u>\$401,739.34</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,087,860.18</u></u>
Total Liabilities and Net Assets	<u><u>\$478,819.91</u></u>	<u><u>\$1,219,165.38</u></u>	<u><u>\$402,066.84</u></u>	<u><u>\$17,255,000.00</u></u>	<u><u>\$19,355,052.13</u></u>

Myrtle Creek Improvement District
Statement of Activities
As of 10/31/2020

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Revenues</u>					
Developer Contributions	\$2,708.00				\$2,708.00
Total Revenues	<u>\$2,708.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$2,708.00</u>
<u>Expenses</u>					
Supervisor Fees	\$1,000.00				\$1,000.00
Public Officials' Liability Insurance	3,498.00				3,498.00
Management	3,333.33				3,333.33
Assessment Administration	7,500.00				7,500.00
Legal Advertising	327.50				327.50
Web Site Maintenance	125.00				125.00
Holiday Decorations	500.00				500.00
Dues, Licenses, and Fees	175.00				175.00
Aquatic Contract	325.00				325.00
General Liability Insurance	4,007.00				4,007.00
Irrigation	1,524.95				1,524.95
Landscaping Maintenance & Material	19,884.99				19,884.99
IME - Aquatics Maintenance	263.03				263.03
IME - Landscaping	6,363.21				6,363.21
IME - Miscellaneous	1,134.00				1,134.00
Personnel Leasing Agreement	3,000.01				3,000.01
Legal Advertising			\$163.75		163.75
Total Expenses	<u>\$52,961.02</u>	<u>\$0.00</u>	<u>\$163.75</u>	<u>\$0.00</u>	<u>\$53,124.77</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$21.88				\$21.88
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$21.88</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$21.88</u>
Change In Net Assets	(\$50,231.14)	\$0.00	(\$163.75)	\$0.00	(\$50,394.89)
Net Assets At Beginning Of Year	<u>\$517,186.60</u>	<u>\$1,219,165.38</u>	<u>\$401,903.09</u>	<u>\$0.00</u>	<u>\$2,138,255.07</u>
Net Assets At End Of Year	<u><u>\$466,955.46</u></u>	<u><u>\$1,219,165.38</u></u>	<u><u>\$401,739.34</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,087,860.18</u></u>

Myrtle Creek Improvement District

Budget to Actual
For the Month Ending 10/31/2020

	Actual	Budget	Variance	FY 2021 Adopted Budget
<u>Revenues</u>				
On-Roll Assessments	\$ -	\$ 71,566.82	\$ (71,566.82)	\$ 858,801.80
Developer Contributions	2,708.00	4,374.67	(1,666.67)	52,496.00
Net Revenues	\$ 2,708.00	\$ 75,941.49	\$ (73,233.49)	\$ 911,297.80
<u>General & Administrative Expenses</u>				
Legislative				
Supervisor Fees	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 12,000.00
Financial & Administrative				
Public Officials' Liability Insurance	3,498.00	333.33	3,164.67	4,000.00
Trustee Services	-	833.33	(833.33)	10,000.00
Management	3,333.33	3,333.33	-	40,000.00
District Engineering	-	833.33	(833.33)	10,000.00
Dissemination Agent	-	583.33	(583.33)	7,000.00
Property Appraiser	-	166.67	(166.67)	2,000.00
District Counsel	-	2,083.33	(2,083.33)	25,000.00
Assessment Administration	7,500.00	625.00	6,875.00	7,500.00
Reamortization Schedules	-	20.83	(20.83)	250.00
Audit	-	333.33	(333.33)	4,000.00
Arbitrage Calculation	-	75.00	(75.00)	900.00
Travel and Per Diem	-	25.00	(25.00)	300.00
Telephone	-	4.17	(4.17)	50.00
Postage & Shipping	-	83.33	(83.33)	1,000.00
Copies	-	166.67	(166.67)	2,000.00
Legal Advertising	327.50	541.67	(214.17)	6,500.00
Miscellaneous	-	1,000.00	(1,000.00)	12,000.00
Property Taxes	-	12.50	(12.50)	150.00
Web Site Maintenance	125.00	225.00	(100.00)	2,700.00
Holiday Decorations	500.00	104.17	395.83	1,250.00
Dues, Licenses, and Fees	175.00	14.58	160.42	175.00
Total General & Administrative Expenses	\$ 16,458.83	\$ 12,397.90	\$ 4,060.93	\$ 148,775.00

Myrtle Creek Improvement District

Budget to Actual
For the Month Ending 10/31/2020

	Actual	Budget	Variance	FY 2021 Adopted Budget
<u>Field Operations</u>				
Electric Utility Services				
Electric	\$ -	\$ 125.00	\$ (125.00)	\$ 1,500.00
Entry Lighting	-	41.67	(41.67)	500.00
Water-Sewer Combination Services				
Water Reclaimed	-	2,083.33	(2,083.33)	25,000.00
Stormwater Control				
Aquatic Contract	325.00	333.33	(8.33)	4,000.00
Lake/Pond Repair Reserve	-	416.67	(416.67)	5,000.00
Other Physical Environment				
General Liability Insurance	4,007.00	375.00	3,632.00	4,500.00
Property & Casualty Insurance	-	141.67	(141.67)	1,700.00
Auto Insurance	-	41.67	(41.67)	500.00
Irrigation Repairs				
District Irrigation Repairs	839.24	2,500.00	(1,660.76)	30,000.00
Wellspring Irrigation Repairs	685.71	416.67	269.04	5,000.00
Landscaping Maintenance & Material				
District Landscaping	17,137.50	17,137.50	-	205,650.00
Gateway Road Landscaping	39.49	39.49	-	473.88
Wellspring Landscaping	2,708.00	2,708.00	-	32,496.00
Tree Trimming	-	3,333.33	(3,333.33)	40,000.00
Flower & Plant Replacement				
District Flower & Plant Replacement	-	4,166.67	(4,166.67)	50,000.00
Wellspring Flower & Plant Replacement	-	833.33	(833.33)	10,000.00
Contingency	-	8,614.41	(8,614.41)	103,372.90
Pest Control	-	234.17	(234.17)	2,810.00
Hurricane Cleanup	-	4,166.67	(4,166.67)	50,000.00
Wellspring Blvd./Performance Drive Expenses				
WSPD - Lighting	-	41.67	(41.67)	500.00
WSPD - Miscellaneous	-	291.67	(291.67)	3,500.00
WSPD - Water Reclaimed	-	83.33	(83.33)	1,000.00

Myrtle Creek Improvement District

Budget to Actual
For the Month Ending 10/31/2020

	Actual	Budget	Variance	FY 2021 Adopted Budget
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	263.03	278.25	(15.22)	3,339.00
IME - Irrigation Repairs	-	787.50	(787.50)	9,450.00
IME - Landscaping	6,363.21	6,363.21	-	76,358.52
IME - Lighting	-	131.25	(131.25)	1,575.00
IME - Miscellaneous	1,134.00	131.25	1,002.75	1,575.00
IME - Water Reclaimed	-	196.88	(196.88)	2,362.50
New Operational Field Expenses				
Trail Repair	-	1,250.00	(1,250.00)	15,000.00
Road & Street Facilities				
Entry and Wall Maintenance	-	833.33	(833.33)	10,000.00
Streetlights	-	1,250.00	(1,250.00)	15,000.00
Parks & Recreation				
Personnel Leasing Agreement	3,000.01	3,000.00	0.01	36,000.00
Reserves				
Infrastructure Capital Reserve	-	1,666.67	(1,666.67)	20,000.00
Interchange Maintenance Reserve	-	196.67	(196.67)	2,360.00
Total Field Operations Expenses	\$ 36,502.19	\$ 64,210.26	\$ (27,708.07)	\$ 770,522.80
Total Expenses	\$ 52,961.02	\$ 76,608.16	\$ (23,647.14)	\$ 919,297.80
Income (Loss) from Operations	\$ (50,253.02)	\$ (666.67)	\$ (49,586.35)	\$ (8,000.00)
Other Income (Expense)				
Interest Income	\$ 21.88	\$ 666.67	\$ (644.79)	\$ 8,000.00
Total Other Income (Expense)	\$ 21.88	\$ 666.67	\$ (644.79)	\$ 8,000.00
Net Income (Loss)	\$ (50,231.14)	\$ -	\$ (50,231.14)	\$ -

Myrtle Creek Improvement District
Cash Flow

Beg. Cash		FY20 Inflows	FY20 Outflows	FY21 Inflows	FY21 Outflows	End. Cash
10/1/2019	2,681.76	27,950.70	(37,128.30)	-	-	169.16
11/1/2019	169.16	208,651.64	(6,696.58)	-	-	202,124.22
12/1/2019	202,124.22	970,566.18	(503,270.11)	-	-	667,658.20
1/1/2020	667,658.20	632,702.33	(689,983.21)	-	-	610,377.32
2/1/2020	610,377.32	83,178.07	(124,798.94)	-	-	568,756.45
3/1/2020	568,756.45	301,145.63	(86,667.64)	-	-	783,234.44
4/1/2020	783,234.44	46,912.16	(255,014.26)	-	-	575,132.34
5/1/2020	575,132.34	22,085.63	(87,262.26)	-	-	509,955.71
6/1/2020	509,955.71	44,952.52	(88,163.16)	-	-	466,745.07
7/1/2020	466,745.07	28,435.00	(56,456.85)	-	-	438,723.22
8/1/2020	438,723.22	14,415.58	(77,498.40)	-	-	375,640.40
9/1/2020	375,640.40	9,759.82	(101,431.07)	-	(15,005.00)	268,964.15
10/1/2020	268,964.15	26,870.86	(35,036.78)	6,033.88	(34,720.04)	232,112.07
11/1/2020	232,112.07	-	-	-	-	232,112.07 as of 11/03/2020
FY 20 Totals		2,417,626.12	(2,156,554.56)	6,033.88	(49,725.04)	

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

	Amount
Series 2016 Bond Issue	
Original Construction Fund	\$ 513,425.32
Additions (Interest, Transfers from DSR, etc.)	219,867.20
Cumulative Draws Through Prior Month	(331,389.43)
	=====
Construction Funds Available	\$ 401,903.09
Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Funds Remaining	\$ 401,903.09
Committed Funding	
Performance Drive Phase 3 - August bid and October NTP	\$ -
	=====
Total Committed	\$ -
	=====
Net Uncommitted	401,903.09