## **Myrtle Creek Improvement District**

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 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, January 18, 2022 at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827. A quorum will be confirmed prior to the start of the meeting.

District Staff, 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 November 16, 2021 Board of Supervisors' Meeting

### **Business Matters**

- 2. Consideration of Second Amended and Restated Interlocal Agreement Among the Boggy Creek Improvement District, the Myrtle Creek Improvement District, the Midtown Improvement District and the Greeneway Improvement District Regarding Certain Maintenance of the Interchange
- 3. Ratification of Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser
- 4. Ratification of Operation and Maintenance Expenditures Paid in November 2021 in an amount totaling \$17,186.19
- 5. Ratification of Operation and Maintenance Expenditures Paid in December 2021 in an amount totaling \$74,768.99
- 6. Recommendation of Work Authorization/Proposed Services (if applicable)
- 7. Review of District's Financial Position and Budget to Actual YTD

### **Other Business**

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

### <u>Adjournment</u>



# MYRTLE CREEK IMPROVEMENT DISTRICT

Minutes of the November 16, 2021 Board of Supervisors' Meeting

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

### FIRST ORDER OF BUSINESS

### Roll Call to Confirm a Quorum

The Board of Supervisors' Meeting for the Myrtle Creek Improvement District was called to order on Tuesday, November 16, 2021, at 5:00 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

### Present:

Bob da Silva Chairman
Kam Shenai Vice Chairman
John Lynaugh Assistant Secretary
Marsha Leed Assistant Secretary

Kyle Scholl Assistant Secretary (joined at 5:01 p.m.)

### Also attending:

Jennifer Walden PFM

Lynne Mullins PFM (via phone)
Tucker Mackie Kutak Rock (via phone)

Jeff Newton Donald W. McIntosh Associates, Inc.
Larry Kaufmann Construction Supervisor & Construction

Committee Member (via phone)

Scott Thacker District Landscape Supervisor
Matt McDermott Construction Committee Member

### **SECOND ORDER OF BUSINESS**

### **Public Comment Period**

Ms. Walden called for public comments. There were no public comments at this time.

### THIRD ORDER OF BUSINESS

Consideration of the Minutes of the September 21, 2021, Board of Supervisors' Meeting

Board Members reviewed the minutes from the September 21, 2021, 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, 2021, Board of Supervisors' Meeting.

### **FOURTH ORDER OF BUSINESS**

Discussion regarding Recommendation on District Reserves

Ms. Walden directed the Board's attention to a spreadsheet put together by District staff. Mr. Kaufmann explained the spreadsheet and estimated 25 years for the life of the asphalt trails. The number he quoted in the spreadsheet is for the replacement cost, not maintenance, and needs to be corrected. The maintenance will continue until some point in the future that the Board decides to replace the entire trail. Mr. Kaufmann recommended putting in reserves of \$30,280.00 per year.

Discussion ensued regarding different line items and the process the District has in place for unspent line items.

Mr. Newton explained that the trail is the big expense item, and the 25-year design life is the best estimate. But keep in mind that the trail is already 10-15 years old. Having that additional money in reserves now helps defray the cost of the wear and tear that has already happened.

On Motion by Mr. da Silva, second by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the recommendation to increase the annual Reserves from \$20,000.00 to \$30,280.00 to first be funded by savings and other line items each year and secondarily increase the budget if necessary in the future.

### FIFTH ORDER OF BUSINESS

Consideration of FY 2021 Audit Engagement Letter

Ms. Walden presented the Fiscal Year 2021 Audit Engagement Letter with Berger, Tooms, Elam, Gaines & Frank. It falls within the budgeted amount for Fiscal Year 2022 and Ms. Mackie has reviewed this item. There was information missing regarding the draft due date. The District will request Berger, Tooms, Elam, Gaines, & Frank to include that information so the District gets the draft back in time before it is due to the State.

On Motion by Mr. Scholl, second by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the FY 2021 Audit Engagement Letter, as amended to include the addition of the draft due date.

### SIXTH ORDER OF BUSINESS

Ratification of Hopping Green & Sams and Kutak Rock Transition Letter

Ms. Mackie discussed the Hopping Green and Sams and Kutak Rock Transition Letter. She had conversations with PFM and the Chair regarding the need to execute the Transition Letter in advance of the Board meeting today because the departure that was announced in that transition letter was effective as of yesterday. Around the beginning of Spring, there were several departures at Hopping Green & Sams of various practice groups that caused her practice group to evaluate whether Hopping Green & Sams would be the platform from which they would continue to offer legal services going forward. As a result, her

Special District practice group looked for an alternative platform to provide legal services and found that in Kutak Rock, which has a national presence. The Transition Letter was provided at the time of the announcement and the Chair's execution allowed for the District to direct that client files be transitioned to Kutak Rock such that when she started up with her fellow partners today, all the files would be accessible in order to provide representation to the Myrtle Creek Improvement District. That is not irreversible should the Board choose to go in a different direction. If so, the Board would choose not to ratify the Transition Letter and go with alternative 2 as opposed to the selected alternative 1. Ms. Mackie will continue to be representing the District with Kutak Rock, the Fee Agreement in terms of pricing will not change for this District and the staff she has worked with for the past 15 years will continue to support her as well.

On Motion by Mr. Scholl, second by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the execution of the Hopping Green & Sams and Kutak Rock Transition Letter.

### **SEVENTH ORDER OF BUSINESS**

## Consideration of Kutak Rock Fee Agreement

Ms. Mackie requested approval of the Kutak Rock Fee Agreement, which sets forth the terms of the representation and largely mirrors the Fee Agreement with Hopping Green & Sams. The billable rates are not changing for herself or any Associates or Paralegals who support the District. There are some changes to the section regarding the length at which District Counsel must hold onto client files but in connection with the process of moving to Kutak Rock, District Counsel has gone entirely paperless. Ms. Mackie outlined Section 7 in detail which referred to conflicts of interest and includes a general waiver. Any potential conflict will be disclosed to the client. Ms. Mackie noted that there are no current conflicts.

On Motion by Mr. Lynaugh, second by Mr. da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Kutak Rock Fee Agreement.

### **EIGHTH ORDER OF BUSINESS**

Consideration of Resolution 2022-01, Adopting an Amended Budget for FY 2021

Ms. Walden presented the Amended Budget for Fiscal Year 2021. There were a couple of line items that exceeded the budget by more than the allowable threshold and it is a requirement to balance the budget. She noted the overall budget has not changed.

On Motion by Mr. Shenai, second by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved Resolution 2022-01, Adopting an Amended Budget for FY 2021.

### **NINTH ORDER OF BUSINESS**

Discussion of Memo for Wastewater and Stormwater Needs Analysis Ms. Mackie explained during the last legislative session the legislature enacted laws requiring governmental entities, including special districts, to perform a wastewater and stormwater need analysis in the form of a report that must be filed with the Department of Environmental Protection and Office of Economic Demographic Research by June 2022. The District does own one stormwater pond associated with Performance Drive, which may result in a need to provide a Stormwater Needs Analysis for Myrtle Creek. Also, the District will be providing funds to Boggy Creek Improvement District, which owns several of the Interchange ponds that will need to comply with the new legislation. The District will be seeing its proportionate share of the cost associated with the preparation of that report. There is no action needed by the Board today. She added that Donald W. McIntosh Associates will review and provide a work authorization to the extent reports are needed for particular Districts going forward. A lot of the information may already be contained in existing District reports, such as the Public Facilities Report required by Chapter 189, and the District may be able to borrow information from other reports in compiling the report.

### **TENTH ORDER OF BUSINESS**

Ratification of Operation and Maintenance Expenditures Paid in September & October 2021 in an amount totaling \$158,661.44

The Board reviewed Operation and Maintenance Expenditures Paid in September & October 2021 in an amount totaling \$158,661.44.

On Motion by Mr. Shenai, second by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified Operation and Maintenance Expenditures Paid in September & October 2021 in an amount totaling \$158,661.44.

### **ELEVENTH ORDER OF BUSINESS**

Recommendation of Work Authorization/Proposed Services

Ms. Walden stated the District has one proposal from Berman Construction in the amount of \$600.00 for the installation and removal of holiday décor at the Lake Nona Blvd. and Narcoossee Road Entrance. The previous company the District used last year went out of business and they gave all the materials to Berman to provide the service to the District. The \$600.00 is contemplated in the budget.

On Motion by Mr. da Silva, second by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Work Authorization from Berman Construction in the amount of \$600.00 for installation and removal of holiday décor.

### TWELFTH ORDER OF BUSINESS

Review of District's Financial Position and Budget to Actual YTD The Board reviewed the District's Financial Statements through October 31, 2021, which is the first month of Fiscal Year 2022. The District is well below budget. No action is required by the Board.

Mr. Shenai noted the District has a surplus of \$186,346.00 and asked when the Board decides what to do with the surplus. Ms. Walden replied the Board does not have to decide now. It will stay in the checking account and can be used as the Board sees fit. The District will not get Fiscal Year 2022 O&M Assessments in until December and the District needs funds to pay for the next couple of months.

### THIRTEENTH ORDER OF BUSINESS

**Staff Reports** 

District Counsel – No Report

<u>District Manager</u> – Ms. Walden noted the December meeting is moved up one week and is

scheduled for Tuesday, December 14, 2021.

<u>District Engineer</u> – No Report

<u>Construction Supervisor</u> – Mr. Kaufmann noted that the Boggy Creek Improvement District reviewed

a proposal for Landscape Maintenance on the Interchange and Cepra

Landscaping was awarded the contract.

District Landscape Supervisor- Mr. McDermott stated last year when the District worked with Cepra, he

had them come up with three different concepts for the entrance. Now that the District is in the new fiscal year it is time to get comments from the Board on the various options. Mr. McDermott presented the different options (Minutes Exhibit A) to the Board. A discussion took place. The Board directed District staff to move forward with option 1. No formal action

was required by the Board.

A discussion took place about the landscape for the median. The expense of that planting is the responsibility of that construction project so the District will not bare the expense of that. The plans from the City have been reviewed and Mr. Thacker's team will meet with them and discuss if there are any changes that need to be made so the look will be consistent

with the standards of the District.

<u>Irrigation Supervisor-</u> No Report

### **FOURTEENTH ORDER OF BUSINESS**

Supervisor Requests & Adjournment

There were no Supervisor requests, so Ms. Walden requested a motion to adjourn.

Secretary/Assistant Secretary Chair/Vice Chair	_
On Motion by Mr. Shenai, second by Mr. Lynaugh, with all in favor, the November 16, 2021, Med Board of Supervisors for the Myrtle Creek Improvement District was adjourned.	eting of the

### **EXHIBIT A**

## Proposal 32, Option 1

(Top Left)
Existing Monument (both Monument areas are mirrors of each other)

(Top Right)
Monument after proposed
landscape enhancement
(both Monument areas are
mirrors of each other)

(Bottom Middle) No rendering provided photo is for location reference only; remove existing Muhly Grass and replace with Podocarpus 'Pringles' (fill in empty area in bed with Podocarpus 'Pringles')







## Proposal 32, Option 2

(Top Left)
Existing Monument (both Monument areas are mirrors of each other)

(Top Right)
Monument after proposed
landscape enhancement
(both Monument areas are
mirrors of each other)

(Bottom Middle) No rendering provided photo is for location reference only; remove existing Muhly Grass and replace with Podocarpus 'Pringles' (fill in empty area in bed with Podocarpus 'Pringles')







## Proposal 32, Option 3

(Top Left)
Existing Monument (both Monument areas are mirrors of each other)

(Top Right)
Monument after proposed
landscape enhancement
(both Monument areas are
mirrors of each other)

(Bottom Middle) No rendering provided photo is for location reference only; remove existing Muhly Grass and replace with Podocarpus 'Pringles' (fill in empty area in bed with Podocarpus 'Pringles')







# MYRTLE CREEK IMPROVEMENT DISTRICT

Second Amended and Restated Interlocal Agreement
Among the Boggy Creek Improvement District, the
Myrtle Creek Improvement District, the Midtown
Improvement District and the Greeneway Improvement
District Regarding Certain Maintenance of the
Interchange

# SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT AMONG THE BOGGY CREEK IMPROVEMENT DISTRICT, THE MYRTLE CREEK IMPROVEMENT DISTRICT, THE MIDTOWN IMPROVEMENT DISTRICT, AND THE GREENEWAY IMPROVEMENT DISTRICT REGARDING CERTAIN MAINTENANCE OF THE INTERCHANGE LOCATED AT THE CENTRAL FLORIDA GREENEWAY AND LAKE NONA BOULEVARD

**THIS AGREEMENT** is made among the Boggy Creek Improvement District ("Boggy Creek"), the Myrtle Creek Improvement District ("Myrtle Creek"), the Midtown Improvement District ("Midtown"), and the Greeneway Improvement District ("Greeneway"), (together referred to herein as the "Districts"), each of whom is a special purpose unit of local government located in the City of Orlando, Florida (this Agreement hereinafter referred to as the "Agreement").

### RECITALS

WHEREAS, Boggy Creek, Myrtle Creek, Midtown, and Greeneway are special purpose units of local government located entirely within the City of Orlando, Florida, respectively, 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; and

WHEREAS, Boggy Creek, Myrtle Creek, and Greeneway have previously entered into interlocal agreements with the City of Orlando and other related agreements regarding the development of infrastructure serving lands within their respective boundaries including agreements concerning an interchange located at the Central Florida Greeneway between Narcoossee Road and Boggy Creek Road ("Interchange"); and

**WHEREAS**, Boggy Creek, Myrtle Creek, and Greeneway previously entered into an interlocal agreement with each other dated November 15, 2004, related to the funding, construction and acquisition of the Interchange ("Interlocal Agreement"); and

**WHEREAS**, Boggy Creek, Myrtle Creek, and Greeneway previously amended the Interlocal Agreement dated November 15, 2004, to allocate the cost for the construction and acquisition of the Interchange; and

WHEREAS, construction of the Interchange has been completed; and

WHEREAS, Boggy Creek, Myrtle Creek, and Greeneway previously entered into an Amended and Restated Interlocal Agreement to provide for the continued maintenance of certain landscape areas and ponds which are located within the right of way or immediately adjacent to the right of way of the Interchange (the "Maintenance Areas"), as identified in Exhibit "A"

attached hereto, and to designate Boggy Creek as the entity responsible for providing the continued maintenance to the Maintenance Areas; and

- WHEREAS, on June 28, 2021, the boundaries of Greeneway were amended to contract certain lands from Greeneway's boundaries and contemporaneously, Midtown was established over the contracted lands; and
- WHEREAS, accordingly, this Agreement provides for the addition of the Midtown as a party to the Agreement and provides for a revised allocation of costs based on acreages as set forth herein; and
- WHEREAS, continued maintenance and enhancement of the Maintenance Areas provides a benefit to the lands within the Districts; and
- WHEREAS, Boggy Creek will have the need for continued staffing and contractual arrangements to be in place to be able to respond to maintenance needs; and
- WHEREAS, the Districts wish to ensure the timely, efficient and cost-effective provision of maintenance services; and
- 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 Maintenance Areas provides the most efficient and cost-effective way to provide maintenance services; and
- 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; and
- 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; and
- 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 Districts acknowledge that it is in the best interest of the residents and property owners in each District for the Maintenance Areas to be kept in a condition reflecting the quality of development within the Districts. Boggy Creek shall maintain the Maintenance Areas in substantial accordance with the provisions outlined in the Landscape Maintenance Agreement and the Joint Pond Maintenance Agreement. At such time as the Landscape Maintenance Agreement and the Joint Pond Maintenance Agreement are entered into, Boggy Creek shall maintain the Maintenance Areas in accordance with the provisions therein. The parties agree that any or all of the maintenance of the Maintenance Areas 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 Maintenance Areas.
- **2.3 Costs**. Consistent with the Amended and Restated Interlocal Agreement, the percentage allocation of costs is based on the acreage within each District. The percentage allocation of costs for the maintenance of the Maintenance Areas is as follows:

Boggy Creek	32.5%
Greeneway	24.0%
Myrtle Creek	31.5%
Midtown	12.0%

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, Midtown, and Greeneway for review. In the event that the total funds budgeted for the use, operation, repair and maintenance of the Maintenance Areas 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 Maintenance Areas. If Myrtle Creek, Midtown, and/or Greeneway dispute the total amount budgeted by Boggy Creek, Myrtle Creek, Midtown, and/or Greeneway 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 each month, Boggy Creek shall aggregate the prior month's actual expenditures associated with the use, operation, repair and maintenance of the Maintenance Areas and invoice Greeneway, Midtown and Myrtle Creek for their proportionate share of the same. Greeneway, Midtown and Myrtle Creek 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 (e.g. extreme weather or bug infestation, etc.) may occur. In such event, the Districts agree to cooperate in good faith in arranging for the repair of the Maintenance Areas and toward allocating cost among the Districts.
- **2.7 Inspection of Records; Payment Disputes.** Upon request, Boggy Creek shall make available to Myrtle Creek, Midtown, and Greeneway 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 Maintenance Areas. In the event of a dispute between the parties relating to the reimbursement of these expenses, Myrtle Creek, Midtown, and/or Greeneway shall pay the amount requested by Boggy Creek in the time frame set forth above. Myrtle Creek, Midtown, and/or Greeneway 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 Myrtle Creek, Midtown, and/or Greeneway to dispute the correct amount of such required payment.
- **SECTION 3. Insurance.** Boggy Creek shall require any contractor selected to provide maintenance services 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. <u>Default.</u> 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.

<u>SECTION 8. Severability.</u> 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

3501 Quadrangle Boulevard, Suite 270

Orlando, Florida 32817 Attn: District Manager

To Myrtle Creek: Myrtle Creek Improvement District

3501 Quadrangle Boulevard, Suite 270

Orlando, Florida 32817 Attn: District Manager

To Midtown: Midtown Improvement District

3501 Quadrangle Boulevard, Suite 270

Orlando, Florida 32817 Attn: District Manager

To Greeneway: Greeneway Improvement District

3501 Quadrangle Boulevard, Suite 270

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.** <u>Effective Date.</u> 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*.

[signatures contained on following page]

IN WITNESS WHEREOF the, 2022.	e undersigned set their hands as of the day of
	BOGGY CREEK IMPROVEMENT DISTRICT
Witness:	
	By:
Print Name	Its:
Witness:	
Withess.	
	Attest:
	Attest: Assistant Secretary
Print Name	
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument was a	cknowledged before me this day of,
2022, by, who i	s personally known to me, and who Did [] or Did Not
[] take an oath.	
	Print Name:
	Notary Public, State of Florida
	Commission No.: My Commission Expires:
	My Commission Expires:

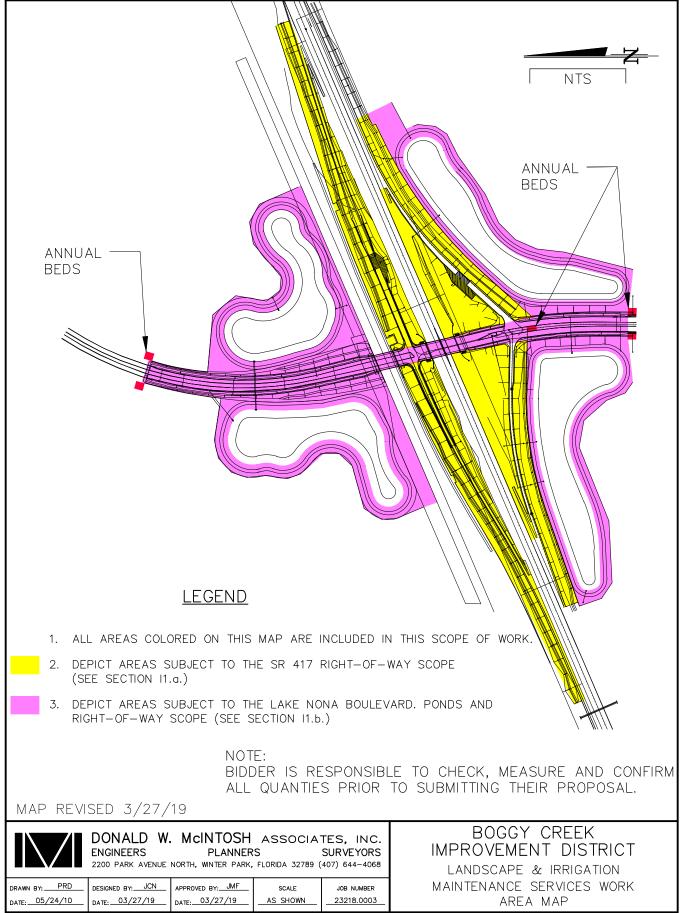
Witness:	MYRTLE CREEK IMPROVEMENT DISTRICT
	By:
Print Name	<del>-</del>
Witness:	Its:
Print Name	
Print Name	Assistant Secretary
STATE OF FLORIDA COUNTY OF	_
	was acknowledged before me this day of who is personally known to me, and who Did [ ] or Did No
	Print Name:
	Notary Public, State of Florida
	Commission No.: My Commission Expires:

Witness:	GREENEWAY IMPROVEMENT DISTRICT
	By:
Print Name Witness:	Its:
Print Name	Attest: Assistant Secretary
STATE OF FLORIDA COUNTY OF	
The foregoing instrument 2022, by	was acknowledged before me this day of who is personally known to me, and who Did [] or Did No
	Print Name:  Notary Public, State of Florida  Commission No.:  My Commission Expires:

Witness:	MIDTOWN IMPROVEMENT DISTRICT
	By:
Print Name Witness:	Its:
Print Name	Attest: Assistant Secretary
STATE OF FLORIDA COUNTY OF The foregoing instrument was	s acknowledged before me this day of
	who is personally known to me, and who
	Print Name:  Notary Public, State of Florida  Commission No.:  My Commission Expires:

10

Exhibit A: Maintenance Areas



# MYRTLE CREEK IMPROVEMENT DISTRICT

Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser

### NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 1<sup>st</sup> day of October 2021 between **AMY MERCADO**, **MBA**, as Orange County Property Appraiser (Property Appraiser) and **Myrtle Creek CDD**, (Taxing Authority), and is effective upon acceptance by both parties and through September 30, 2022.

- 1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions necessary to enter into this agreement.
- 2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
  - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2021 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non-Ad Valorem Assessment Roll.
  - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments. Provide subsequent files or reports at request of the Taxing Authority.
  - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and extend that amount against each parcel of real property as stipulated by Taxing Authority.
  - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
  - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
  - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

- 3. Taxing Authority agrees to perform the following acts in connection with this agreement:
  - A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and carry out its responsibilities under said sections.
  - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar For Implementation Of Non-Ad Valorem Assessment Roll.
  - C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
  - D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
- 4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
- 5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.

On 1<sup>st</sup> day of October 2021 an administrative fee will be invoiced to the Taxing Authority equivalent to **\$0** per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.

- 6. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
- 7. This agreement constitutes the entire agreement between the parties and can only be modified in writing.

- 8. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
- 9. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

Myrtle Creek CDD Amanda Lane PFM Group Consulting LLC 3501 Quadrangle Blvd., Ste. 270 Orlando, FL 32817 LaneA@pfm.com (407)723-5900

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance Orange County Property Appraiser 200 S. Orange Ave., Suite 1700 Orlando, FL 32801 <a href="mailto:ccrespo@ocpafl.org">ccrespo@ocpafl.org</a> (407)836-5353

10. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.

ORANGE COUNTY PROPERTY APPRAISER
Amy Mercado. Signed
Signed
AMY MERCADO, MBA
Dec 13, 2021

MYRTLE CREEK CDD

Name_Bob da Silva	
2/2 Alatalal	
Sighed Si	
Date	

### CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

On or about April 1<sup>st</sup>, Property Appraiser to provide the Taxing Authority with an electronic file that includes parcel ID and any other information applicable or requested. Taxing Authority may request this file at any time after January 1st, but must understand that many splits/ combos, annexations, etc., may not be reflected early in the tax year and subsequent files may be necessary. If any additional information is required at any time by Taxing Authority, it should be requested of the Property Appraiser by Taxing Authority, allowing for a reasonable turnaround time. The file shall be in an ascii file, text or excel file, unless another format is requested and agreed upon between parties.

### June 1

 Property Appraiser distributes Best Estimate of Taxable Value to all Taxing Authorities.

### July 1

- Property Appraiser certifies Preliminary tax roll to all taxing authorities.
- Taxing Authority reviews all assessments and provides final approval for Notice of Proposed Property Taxes (TRIM)

### July 15

• Property Appraiser to invoice Administrative Fee for new parcels, if any, assessed and in excess of prior year certified non-ad valorem assessment roll parcel count.

### August 4

• Taxing Authority adopts its proposed millage rate and submits to the Property Appraiser for TRIM.

### August 24

• Last day Property Appraiser can mail TRIM notices to all property owners on the tax roll.

### September 3 – October 3

Taxing Authority holds initial and final public budget hearings.

### September 15

• Taxing Authority certifies final non-ad valorem assessment roll to Property Appraiser on or before September 15 with any changes, additions, or deletions to the non-ad valorem assessment roll since the TRIM notices.

### October

- Property Appraiser to mail Non-Ad Valorem Assessment Administration Agreement and invoice for non-ad valorem assessment processing for subsequent tax roll, based upon most recent certified non-ad valorem assessment roll parcel count.
- Property Appraiser delivers the Taxing Authority non-ad valorem assessment roll to the Tax Collector for collection of taxes on November 1 tax bills.

# MYRTLE CREEK IMPROVEMENT DISTRICT

Operation and Maintenance Expenditures Paid in November 2021 in an amount totaling \$17,186.19

### MYRTLE CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE ◆ 3501 QUADRANGLE BLVD STE 270 ◆ 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 November 1, 2021 through November 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:	\$17,186.19	
Approval of Expenditures:		
Chairman		
Vice Chairman		
Assistant Secretary		

### **Myrtle Creek Improvement District**

AP Check Register (Current by Bank)

Check Dates: 11/1/2021 to 11/30/2021

Check No.	Date	Status*	Vendor ID	Payee Name		Amount
BANK ID: S	SUN - CITY NAT	IONAL BANK				001-101-0000-00-01
4038	11/03/21	M	BCID	Boggy Creek Improv. District		\$57.25
4039	11/03/21	М	CEPRA	Cepra Landscape		\$109.40
4040	11/03/21	М	DONMC	Donald W. McIntosh ssociates		\$381.50
4041	11/03/21	М	HGS	Hopping Green & Sams		\$1,114.50
4042	11/03/21	М	ORLSEN	Orlando Sentinel		\$248.75
4043	11/03/21	М	USB	U.S. Bank		\$7,113.66
4044	11/03/21	М	VGLOBA	VGlobalTech		\$425.00
4045	11/10/21	М	TRUSTE	US Bank as Trustee for Myrtle		\$5,571.43
4046	11/17/21	M	AWC	Aquatic Weed Control, Inc.		\$325.00
4047	11/17/21	M	CEPRA	Cepra Landscape		\$3,208.40
					BANK SUN REGISTER TOTAL:	\$18,554.89
					GRAND TOTAL :	\$18,554.89

12,983.46	Checks 4038-4044, 4046-4047
5,571.43	Check 4045 for Debt Service
532.41	PA 514 - Sep. (2) ICM due to Boggy Creek
3,670.32	PA 514 - OUC paid online
22,757.62	Total cash spent
17,186.19	O&M cash spent

<sup>\*</sup> Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void ( V id Date ); "A" - Application; "E" - EFT

<sup>\*\*</sup> Denotes broken check sequence.

### MYRTLE CREEK IMPROVEMENT DISTRICT

### Funding Request #100

10/15/2021

Item No.	Payee	Invoice Number	General Fund		Fiscal Year
1	Boggy Creek Improvement District Reimbursment for Construction-Related Legal Advertising on Req 212	OSC43168163	\$	57.25	FY 2022
2	Cepra Landscape Wellspring Clock A Repairs	ORL386	\$	109.40	FY 2021
		TOTAL	\$	166.65	
				109.40 57.25	FY 2021 FY 2022

### **Amanda Lane**

From: Larry Kaufmann < lkaufmann@tavistock.com>

Sent: Monday, October 18, 2021 3:06 PM

**To:** Amanda Lane; Damon Ventura; AccountsPayable

**Subject:** RE: Myrtle Creek - FR #100

Attachments: MCID FR #100.pdf

### ALERT: This message is from an external source.BE CAUTIOUS before clicking any link or attachment

MCID FR #100 is approved for processing.

**KDS** 

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

From: Amanda Lane <lanea@pfm.com> Sent: Monday, October 18, 2021 1:52 PM

To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>

Cc: Larry Kaufmann < lkaufmann@tavistock.com>

Subject: Myrtle Creek - FR #100

### **EXTERNAL E-MAIL**

Please see attached for Myrtle Creek FR #100 for \$166.65.

Amanda Lane Assistant Chief District Accountant

PFM Group Consulting LLC

<u>LaneA@pfm.com</u> | web pfm.com

phone 407.723.5900 (direct phone 407.723.5925) | fax 407.723.5901

3501 Quadrangle Blvd., Ste. 270 | Orlando, FL 32817

(New address as of July 29, 2021)

### MYRTLE CREEK IMPROVEMENT DISTRICT

### Payment Authorization #513

10/29/2021

ltem No.	Payee	Invoice Number	(	General Fund	Fiscal Year
1	Donald W McIntosh Associates Engineering Services Through 10/08/2021	41751	\$	381.50	FY 2021
2	Hopping Green & Sams General Counsel Through 09/30/2021	125653	\$	1,114.50	FY 2021
3	Orlando Sentinel Legal Advertising on 10/12/2021 (Ad: 7060219)	OSC43819426	\$	248.75	FY 2022
4	<b>US Bank</b> Trustee Fees for 2016 Series: 10/01/2021 - 09/30/2022	6304580	\$	7,113.66	FY 2022
5	VGlobalTech Quarter 3 ADA Audit October Website Maintenance	3110 3197	\$	300.00 125.00	FY 2021 FY 2022

TOTAL \$ 9,283.41

1,796.00	FY 2021		
7,487.41	FY 2022		

Secretary/Assistant Secretary

Chairperson

Myrtle Creek Improvement District c/o PFM Group Consulting 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817 LaneA@pfm.com // (407) 723-5925

### MYRTLE CREEK IMPROVEMENT DISTRICT

### Payment Authorization #514

11/5/2021

ltem No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Aquatic Weed Control November Waterway Service	64620	\$ 325.0	00 FY 2022
2	Berman Construction November Administrator & Irrigation Specialist	15693	\$ 3,000.0	01 FY 2022
3	Boggy Creek Improvement District September (2) ICM Expenses	ICM2021-12(2)	\$ 532.4	41 FY 2021
4	Cepra Landscape October Inspections and Repairs November Landscape Maintenance	ORL522 ORL616	\$ 3,208.4 \$ 17,945.7	
5	OUC Service 10/01/2021 - 11/01/2021	Acct: 4782400001	\$ 3,670.	32 FY 2022

**TOTAL** 

\$ 28,681.89

532.41	FY 2021
28,149.48	FY 2022

Lyme Melis

Secretary/Assistant Secretary

Chairperson

Myrtle Creek Improvement District c/o PFM Group Consulting 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817 LaneA@pfm.com // (407) 723-5925

## **RECEIVED**

By Amanda Lane at 9:22 am, Nov 11, 2021

Operation and Maintenance Expenditures Paid in December 2021 in an amount totaling \$74,768.99

DISTRICT OFFICE ◆ 3501 QUADRANGLE BLVD STE 270 ◆ 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 December 1, 2021 through December 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented:	\$74,768.99	
Approval of Expenditures:		
Chairman		
Vice Chairman		
Assistant Secretary		

AP Check Register (Current by Bank)

Check Dates: 12/1/2021 to 12/31/2021

Check No.	Date	Status* Vendor	D Payee Name		Amount
BANK ID: SU	IN - CITY NATIO	ONAL BANK			001-101-0000-00-01
048	12/13/21	BERMAN	Berman Construction		\$3,000.01
049	12/13/21	CEPRA	Cepra Landscape		\$20,653.75
050	12/13/21	DONMC	Donald W. McIntosh Associates		\$250.00
051	12/13/21	JLYNAU	John Peter Lynaugh		\$200.00
052	12/13/21	KSCHOL	. Kyle Scholl		\$200.00
053	12/13/21	KSHENA	Kamalakar Shenai		\$200.00
054	12/13/21	LDASIL	Lionel R. Dasilva		\$200.00
055	12/13/21	LEED	arsha Leed		\$200.00
056	12/13/21	PFMGC	PFM Group Consulting		\$3,541.67
057	12/13/21	TRUSTE	US Bank as Trustee for Myrtle		\$199,438.87
058	12/13/21	VGLOB <i>A</i>	VGlobalTech		\$125.00
059	12/27/21	AWC	Aquatic Weed Control, Inc.		\$325.00
060	12/27/21	BERMAN	l Berman Construction		\$3,600.01
061	12/27/21	CEPRA	Cepra Landscape		\$20,653.75
062	12/27/21	DONMC	Donald W. McIntosh Associates		\$381.50
063	12/27/21	HGS	Hopping Green & Sams		\$778.26
064	12/27/21	ORLSEN	Orlando Sentinel		\$252.50
065	12/27/21	PFMFA	PFM Financial Advisors		\$125.00
066	12/27/21	PFMGC	PFM Group Consulting		\$3,585.38
067	12/27/21	TRUSTE	US Bank as Trustee for Myrtle		\$284,155.23
068	12/27/21	VGLOBA	VGlobalTech		\$125.00
				BANK SUN REGISTER TOTAL:	\$541,990.93
				GRAND TOTAL :	\$541,990.93

58,396.83	Checks 4048-4056, 4058-4066, 4068
483,594.10	Checks 4057, 4067 for Debt Service
6,665.73	PA 515 - Oct. ICM due to Boggy Creek
2,931.91	PA 518 - OUC paid online
6,774.52	PA 520 - Nov. ICM due to Boggy Creek
558,363.09	Total cash spent
74,768.99	O&M cash spent

<sup>\*</sup> Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void ( V id Date ); "A" - Application; "E" - EFT

<sup>\*\*</sup> Denotes broken check sequence.

## Payment Authorization #514

11/5/2021

ltem No.	Payee	Invoice Number	_	Seneral Fund	Fiscal Year
1	Aquatic Weed Control November Waterway Service	64620	\$	325.00	FY 2022
2	Berman Construction November Administrator & Irrigation Specialist	15693	\$	3,000.01	FY 2022
3	Boggy Creek Improvement District September (2) ICM Expenses	ICM2021-12(2)	\$	532.41	FY 2021
4	Cepra Landscape October Inspections and Repairs November Landscape Maintenance	ORL522 ORL616		3,208.40 17,945.75	FY 2022 FY 2022
5	OUC Service 10/01/2021 - 11/01/2021	Acct: 4782400001	\$	3,670.32	FY 2022

**TOTAL** 

\$ 28,681.89

532.41	FY 2021
28,149.48	FY 2022

Lyme Melis

Secretary/Assistant Secretary

Chairperson

Myrtle Creek Improvement District c/o PFM Group Consulting 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817 LaneA@pfm.com // (407) 723-5925

## **RECEIVED**

By Amanda Lane at 9:22 am, Nov 11, 2021

## Funding Request #101

11/5/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Cepra Landscape Wellspring November Landscaping	ORL616	\$ 2,708.00	FY 2022
		TOTAL	\$ 2,708.00	
			- 2,708.00	FY 2021 FY 2022

#### **Amanda Lane**

From: Larry Kaufmann < lkaufmann@tavistock.com>

**Sent:** Saturday, November 6, 2021 8:35 AM

**To:** Amanda Lane; Damon Ventura; AccountsPayable

**Subject:** RE: Myrtle Creek - FR #101

ALERT: This message is from an external source.BE CAUTIOUS before clicking any link or attachment

ALERT: This message is from an external source.BE CAUTIOUS before clicking any link or attachment

MCID FR #101 is approved for processing.

**KDS** 

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

From: Amanda Lane <lanea@pfm.com> Sent: Friday, November 5, 2021 4:26 PM

To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>

Cc: Larry Kaufmann < lkaufmann@tavistock.com>

Subject: Myrtle Creek - FR #101

#### **EXTERNAL E-MAIL**

Please see attached for Myrtle Creek FR #101 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

3501 Quadrangle Blvd., Ste. 270 | Orlando, FL 32817

(New address as of July 29, 2021)

### **Payment Authorization #515**

11/12/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Boggy Creek Improvement District October ICM Expenses	ICM2022-01	\$ 6,665.73	FY 2022
2	VGlobalTech November Website Maintenance	3278	\$ 125.00	FY 2022
		TOTAL	\$ 6,790.73	

- FY 2021 6,790.73 FY 2022

Secretary/Assistant Secretary

Chairperson

### Payment Authorization #516

11/19/2021

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Donald W McIntosh Associates			
	Engineering Services Through 11/05/2021	41885	\$ 250.00	FY 2022
2	PFM Group Consulting			
	DM Fee: November 2021	DM-11-2021-34	\$ 3,541.67	FY 2022
3	Supervisor Fees - 11/16/2021 Meeting			
	Marsha Leed	en en	\$ 200.00	FY 2022
	Kam Shenai		\$ 200.00	FY 2022
	John Lynaugh		\$ 200.00	FY 2022
	Kyle Scholl		\$ 200.00	FY 2022
	Bob da Silva		\$ 200.00	FY 2022

TOTAL

\$ 4,791.67

- FY 2021 4,791.67 FY 2022

Secretary/Assistant Secretary

Chairperson

## Payment Authorization #517

12/3/2021

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control December Waterway Service	65636	\$ 325.00
2	Berman Construction December Administrator & Irrigation Specialist	16097	\$ 3,000.01
3	Cepra Landscape December Landscape Maintenance	ORL833	\$ 17,945.75
4	Hopping Green & Sams General Counsel Through 11/12/2021	126056	\$ 778.26
5	Orlando Sentinel Legal Advertising on 11/09/2021 (Ad: 7065275)	OSC44849150	\$ 252.50
6	PFM Financial Advisors Series 2016A - Re-amortization Services 11/01/2021	118047	\$ 125.00

TOTAL

\$ 22,426.52

Secretary/Assistant Secretary

Chairperson

## Funding Request #103

12/3/2021

Item No.	Payee	Invoice Number	General Fund
1	Cepra Landscape Wellspring December Landscaping	ORL833	\$ 2,708.00
		TOTAL	\$ 2,708.00

#### **Amanda Lane**

From: Larry Kaufmann < lkaufmann@tavistock.com>

Sent: Tuesday, December 7, 2021 11:26 AM

To: Damon Ventura
Cc: Amanda Lane

**Subject:** FW: Myrtle Creek - FR #103

**Attachments:** MCID FR #103.pdf

MCID FR#103 is approved for processing.

**KDS** 

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

From: Amanda Lane <lanea@pfm.com>
Sent: Monday, December 6, 2021 5:17 PM

To: Damon Ventura <dventura@tavistock.com>; AccountsPayable <accountspayable@tavistock.com>

Cc: Larry Kaufmann < lkaufmann@tavistock.com>

Subject: Myrtle Creek - FR #103

#### **EXTERNAL E-MAIL**

Please see attached for Myrtle Creek FR #103 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 3501 Quadrangle Blvd., Ste. 270 | Orlando, FL 32817 (new address as of July 29, 2021)

## Payment Authorization #518

12/10/2021

Item No.	Payee	Invoice Number	General Fund	
1	Berman Construction Holiday Décor	16338	\$	600.00
2	OUC Service 11/01/2021 - 12/01/2021	Acct: 4782400001	\$	2,931.91
3	PFM Group Consulting Billable Expenses Billable Expenses DM Fee: December 2021 October Reimbursables	117956 118294 DM-12-2021-34 OE-EXP-11-26	\$ \$ \$	1.34 39.00 3,541.67 3.37
4	VGlobalTech December Website Maintenance	3362	\$	125.00

**TOTAL** 

\$ 7,242.29

Lyme Melis

Secretary/Assistant Secretary

Chairperson

Myrtle Creek Improvement District c/o PFM Group Consulting 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817 LaneA@pfm.com // (407) 723-5925

## **RECEIVED**

By Amanda Lane at 3:38 pm, Dec 15, 2021

## Payment Authorization #519

12/17/2021

Item No.	Payee	Invoice Number		
1	Donald W McIntosh Associates Engineering Services Through 12/03/2021	42005	\$	381.50
		TOTAL	\$	381.50

Secretary/Assistant Secretary

Chairperson

Work Authorization/Proposed Services (if applicable)

District's Financial Position and Budget to Actual YTD

Statement of Financial Position As of 12/31/2021

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
		<u>Assets</u>			
Current Assets					
General Checking Account	\$646,244.88				\$646,244.88
Money Market Account	68,819.46				68,819.46
State Board of Administration	4,000.24				4,000.24
Assessments Receivable	543,485.78				543,485.78
Deposits General Reserve	4,300.00 190,968.86				4,300.00 190,968.86
Assessments Receivable	190,900.00	\$847,220.37			847,220.37
Due From Other Funds		284,155.23			284,155.23
Debt Service Reserve		333,206.16			333,206.16
Revenue		812,459.74			812,459.74
Prepayment		962.69			962.69
Sinking Fund A2 Bond		20,000.03			20,000.03
Due From Other Funds			\$46.00		46.00
Acquisition/Construction  Total Current Assets	\$1,457,819.22	\$2,298,004.22	401,933.10 \$401,979.10	\$0.00	\$4,157,802.54
Total Guitelli Assets	φ1,401,019.22	φ2,290,004.22	φ <del>4</del> 01,979.10	φυ.υυ	φ4, 137,002.34
<u>Investments</u>					
Amount Available in Debt Service Funds				\$1,166,628.62	\$1,166,628.62
Amount To Be Provided				15,333,371.38	15,333,371.38
Total Investments	\$0.00	\$0.00	\$0.00	\$16,500,000.00	\$16,500,000.00
Total Assets	\$1,457,819.22	\$2,298,004.22	\$401,979.10	\$16,500,000.00	\$20,657,802.54
	Liabilities	s and Net Assets			
Current Liabilities					
Accounts Payable	\$300.00				\$300.00
Due To Other Funds	46.00				46.00
Due To Other Governmental Units Deferred Revenue	8,024.97 543,485.78				8,024.97 543,485.78
Deferred Revenue	343,403.70	\$847,220.37			847,220.37
Accounts Payable		<b>****</b>	\$46.00		46.00
Total Current Liabilities	\$551,856.75	\$847,220.37	\$46.00	\$0.00	\$1,399,123.12
Long Term Liabilities					
Revenue Bonds Payable - Long-Term				\$16,500,000.00	\$16,500,000.00
Total Long Term Liabilities	\$0.00	\$0.00	\$0.00	\$16,500,000.00	\$16,500,000.00
Total Long Term Liabilities	ψ0.00	ψ0.00	ψ0.00	ψ10,300,000.00	ψ10,300,000.00
Total Liabilities	\$551,856.75	\$847,220.37	\$46.00	\$16,500,000.00	\$17,899,123.12
Net Assets					
Net Assets, Unrestricted	\$1,283,864.48				\$1,283,864.48
Net Assets - General Government	(559,701.67)				(559,701.67)
Current Year Net Assets - General Government	181,799.66				181,799.66
Net Assets, Unrestricted Current Year Net Assets, Unrestricted		\$1,240,103.22 210,680.63			1,240,103.22 210,680.63
Net Assets, Unrestricted			(\$417,951.06)		(417,951.06)
Net Assets, Unrestricted  Current Year Net Assets, Unrestricted			819,878.73 5.43		819,878.73 5.43
Total Net Assets	\$905,962.47	\$1,450,783.85	\$401,933.10	\$0.00	\$2,758,679.42
Total Liabilities and Net Assets	\$1,457,819.22	\$2,298,004.22	\$401,979.10	\$16,500,000.00	\$20,657,802.54

Statement of Activities As of 12/31/2021

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
Revenues					
On-Roll Assessments	\$313,796.14				\$313,796.14
Developer Contributions	8,635.79				8,635.79
On-Roll Assessments	.,	\$489,165.53			489,165.53
Developer Contributions			\$103.25		103.25
Total Revenues	\$322,431.93	\$489,165.53	\$103.25	\$0.00	\$811,700.71
Expenses					
Supervisor Fees	\$1,000.00				\$1,000.00
Public Officials' Liability Insurance	3,620.00				3,620.00
Trustee Services	7,113.66				7,113.66
Management	10,625.01				10,625.01
Engineering	631.50				631.50
District Counsel	778.26				778.26
Assessment Administration	7,500.00				7,500.00
Reamortization Schedules	125.00				125.00
Travel and Per Diem	8.21				8.21
Postage & Shipping	3.37				3.37
Legal Advertising	501.25				501.25
Miscellaneous	39.83				39.83
Web Site Maintenance	675.00				675.00
Holiday Decorations	600.00				600.00
Dues, Licenses, and Fees	175.00				175.00
Electric	279.88				279.88
Entry Lighting	45.16				45.16
Water Reclaimed	4,110.99				4,110.99
Aquatic Contract	975.00				975.00
General Liability Insurance	4,147.00				4,147.00
Irrigation	3,208.40				3,208.40
Landscaping Maintenance & Material	62,079.72				62,079.72
IME - Aquatics Maintenance	789.09				789.09
IME - Landscaping	20,352.89				20,352.89
IME - Lighting	145.44				145.44
IME - Water Reclaimed	59.33				59.33
Streetlights	2,158.50				2,158.50
Personnel Leasing Agreement	9,000.03				9,000.03
Principal Payments		\$5,000.00			5,000.00
Interest Payments		273,500.00			273,500.00
Legal Advertising			\$103.25		103.25
Total Expenses	\$140,747.52	\$278,500.00	\$103.25	\$0.00	\$419,350.77
Other Revenues (Expenses) & Gains (Losses)					
Interest Income	\$115.25				\$115.25
Interest Income		\$15.10			15.10
Interest Income			\$5.43		5.43
Total Other Revenues (Expenses) & Gains (Losses)	\$115.25	\$15.10	\$5.43	\$0.00	\$135.78
Change In Net Assets	\$181,799.66	\$210,680.63	\$5.43	\$0.00	\$392,485.72
Net Assets At Beginning Of Year	\$724,162.81	\$1,240,103.22	\$401,927.67	\$0.00	\$2,366,193.70
Net Assets At End Of Year	\$905,962.47	\$1,450,783.85	\$401,933.10	\$0.00	\$2,758,679.42

Budget to Actual For the Month Ending 12/31/2021

	Actual	Budget	Variance		Variance FY 2022 Adopted Budge		Percentage Variance	
Revenues								
On-Roll Assessments	\$ 313,796.14	\$ 214,700.45	\$	99,095.69	\$	858,801.80	36.54%	
Developer Contributions	8,635.79	15,079.88		(6,444.09)		60,319.50	14.32%	
Carryforward Revenue	457,557.35	21,141.32		436,416.03		84,565.28	541.07%	
Net Revenues	\$ 779,989.28	\$ 250,921.65	\$	529,067.63	\$	1,003,686.58	77.71%	
General & Administrative Expenses								
Legislative								
Supervisor Fees	\$ 1,000.00	\$ 3,000.00	\$	(2,000.00)	\$	12,000.00	8.33%	
Financial & Administrative								
Public Officials' Liability Insurance	3,620.00	1,000.00		2,620.00		4,000.00	90.50%	
Trustee Services	7,113.66	2,500.00		4,613.66		10,000.00	71.14%	
Management	10,625.01	10,625.00		0.01		42,500.00	25.00%	
Engineering	631.50	2,500.00		(1,868.50)		10,000.00	6.32%	
Dissemination Agent	-	1,750.00		(1,750.00)		7,000.00	0.00%	
Property Appraiser	-	500.00		(500.00)		2,000.00	0.00%	
District Counsel	778.26	6,250.00		(5,471.74)		25,000.00	3.11%	
Assessment Administration	7,500.00	1,875.00		5,625.00		7,500.00	100.00%	
Reamortization Schedules	125.00	62.50		62.50		250.00	50.00%	
Audit	-	1,000.00		(1,000.00)		4,000.00	0.00%	
Arbitrage Calculation	-	225.00		(225.00)		900.00	0.00%	
Travel and Per Diem	8.21	75.00		(66.79)		300.00	2.74%	
Telephone	-	12.50		(12.50)		50.00	0.00%	
Postage & Shipping	3.37	250.00		(246.63)		1,000.00	0.34%	
Copies	-	500.00		(500.00)		2,000.00	0.00%	
Legal Advertising	501.25	1,625.00		(1,123.75)		6,500.00	7.71%	
Bank Fees	=	90.00		(90.00)		360.00	0.00%	
Miscellaneous	39.83	2,374.98		(2,335.15)		9,500.00	0.42%	
Office Supplies	-	62.50		(62.50)		250.00	0.00%	
Property Taxes	-	625.00		(625.00)		2,500.00	0.00%	
Web Site Maintenance	675.00	675.00		-		2,700.00	25.00%	
Holiday Decorations	600.00	312.50		287.50		1,250.00	48.00%	
Dues, Licenses, and Fees	175.00	43.75		131.25		175.00	100.00%	
Total General & Administrative Expenses	\$ 33,396.09	\$ 37,933.73	\$	(4,537.64)	\$	151,735.00	22.01%	

Budget to Actual For the Month Ending 12/31/2021

		Actual	Budget	Variance		FY 2022 Adopted Budget		Percentage Variance
Field Operations								
Electric Utility Services								
Electric	\$	204.74	\$ 375.00	\$	(170.26)	\$	1,500.00	13.65%
Entry Lighting		45.16	125.00		(79.84)		500.00	9.03%
Water-Sewer Combination Services								
Water Reclaimed		3,621.08	5,000.00		(1,378.92)		20,000.00	18.11%
Stormwater Control								
Aquatic Contract		975.00	1,000.00		(25.00)		4,000.00	24.38%
Lake/Pond Repair Reserve		-	1,250.00		(1,250.00)		5,000.00	0.00%
Other Physical Environment								
General Liability Insurance		4,147.00	1,125.00		3,022.00		4,500.00	92.16%
Property & Casualty Insurance		-	425.00		(425.00)		1,700.00	0.00%
Auto Insurance		-	125.00		(125.00)		500.00	0.00%
Irrigation Repairs								
District Irrigation Repairs		3,208.40	11,250.00		(8,041.60)		45,000.00	7.13%
Wellspring Irrigation Repairs		-	2,500.00		(2,500.00)		10,000.00	0.00%
Landscaping Maintenance & Material								
District Landscaping		53,837.25	53,506.38		330.87		214,025.50	25.15%
Gateway Road Landscaping		118.47	118.47		-		473.88	25.00%
Wellspring Landscaping		8,124.00	8,454.88		(330.88)		33,819.50	24.02%
Tree Trimming	<u> </u>	-	10,000.00		(10,000.00)		40,000.00	0.00%
Flower & Plant Replacement								
District Flower & Plant Replacement		-	31,250.00		(31,250.00)		125,000.00	0.00%
Wellspring Flower & Plant Replacement		-	2,500.00		(2,500.00)		10,000.00	0.00%
Contingency		-	21,416.30		(21,416.30)		85,665.18	0.00%
Pest Control		-	702.50		(702.50)		2,810.00	0.00%
Hurricane Cleanup		-	12,500.00		(12,500.00)		50,000.00	0.00%
Wellspring Blvd./Performance Drive Expenses								
WSPD - Lighting		75.14	125.00		(49.86)		500.00	15.03%
WSPD - Miscellaneous		-	875.00		(875.00)		3,500.00	0.00%
WSPD - Water Reclaimed		489.91	625.00		(135.09)		2,500.00	19.60%

Budget to Actual For the Month Ending 12/31/2021

	Actual	Budget	Variance	Ad	FY 2022 opted Budget	Percentage Variance
Interchange Maintenance Expenses						
IME - Aquatics Maintenance	789.09	834.75	(45.66)		3,339.00	23.63%
IME - Irrigation Repairs	-	787.50	(787.50)		3,150.00	0.00%
IME - Landscaping	20,352.89	21,412.76	(1,059.87)		85,651.02	23.76%
IME - Lighting	145.44	196.88	(51.44)		787.50	18.47%
IME - Miscellaneous	-	1,023.75	(1,023.75)		4,095.00	0.00%
IME - Water Reclaimed	59.33	393.75	(334.42)		1,575.00	3.77%
New Operational Field Expenses						
Trail Repair	-	3,750.00	(3,750.00)		15,000.00	0.00%
Road & Street Facilities						
Entry and Wall Maintenance	-	2,500.00	(2,500.00)		10,000.00	0.00%
Streetlights	2,158.50	3,750.00	(1,591.50)		15,000.00	14.39%
Parks & Recreation						
Personnel Leasing Agreement	9,000.03	9,000.00	0.03		36,000.00	25.00%
Reserves						
Infrastructure Capital Reserve	-	5,000.00	(5,000.00)		20,000.00	0.00%
Interchange Maintenance Reserve	=	590.00	(590.00)		2,360.00	0.00%
Total Field Operations Expenses	\$ 107,351.43	\$ 214,487.92	\$ (107,136.49)	\$	857,951.58	12.51%
Total Expenses	\$ 140,747.52	\$ 252,421.65	\$ (111,674.13)	\$	1,009,686.58	13.94%
Income (Loss) from Operations	\$ 639,241.76	\$ (1,500.00)	\$ 640,741.76	\$	(6,000.00)	
Other Income (Expense)						
Interest Income	\$ 115.25	\$ 1,500.00	\$ (1,384.75)	\$	6,000.00	1.92%
Total Other Income (Expense)	\$ 115.25	\$ 1,500.00	\$ (1,384.75)	\$	6,000.00	1.92%
Net Income (Loss)	\$ 639,357.01	\$ _	\$ 639,357.01	\$	-	

## Budget to Actual For the Month Ending 12/31/2021

	Oct-21		Nov-21		Dec-21		Y	TD Actual
Revenues								
On-Roll Assessments	\$	_	\$	83,327.49	\$	230,468.65	\$	313,796.14
Developer Contributions	•	2,708.00	Ψ	2,708.00	Ψ	3,219.79	ų (	8,635.79
Carryforward Revenue		472,619.09		(49,324.50)		34,262.76		457,557.35
Net Revenues	\$	475,327.09	\$	36,710.99	\$	267,951.20	\$	779,989.28
General & Administrative Expenses								·
Legislative								
Supervisor Fees	\$	_	\$	1,000.00	\$	_	\$	1,000.00
Financial & Administrative				·				
Public Officials' Liability Insurance		3,620.00		-		-		3,620.00
Trustee Services		7,113.66		-		-		7,113.66
Management		3,541.67		3,541.67		3,541.67		10,625.01
Engineering		-		250.00		381.50		631.50
Dissemination Agent		-		-		-		-
Property Appraiser		-		-		-		-
District Counsel		-		-		778.26		778.26
Assessment Administration		7,500.00		-		-		7,500.00
Reamortization Schedules		-		-		125.00		125.00
Audit		-		-		-		-
Arbitrage Calculation		-		-		-		-
Travel and Per Diem		-		-		8.21		8.21
Telephone		-		-		-		-
Postage & Shipping		-		-		3.37		3.37
Copies		-		-		-		-
Legal Advertising		248.75		-		252.50		501.25
Bank Fees								-
Miscellaneous		-		3.85		35.98		39.83
Office Supplies								-
Property Taxes		-		-		-		-
Web Site Maintenance		125.00		125.00		425.00		675.00
Holiday Decorations		-		-		600.00		600.00
Dues, Licenses, and Fees		175.00		-		-		175.00
Total General & Administrative Expenses	\$	22,324.08	\$	4,920.52	\$	6,151.49	\$	33,396.09
Field Operations								
Electric Utility Services								
Electric	\$	_	\$	102.37	\$	102.37	\$	204.74
Entry Lighting		-		22.52		22.64		45.16
Water-Sewer Combination Services								
Water Reclaimed		-		2,169.75		1,451.33		3,621.08
Stormwater Control								
Aquatic Contract		325.00		325.00		325.00		975.00
Lake/Pond Repair Reserve		-		-		-		-
Other Physical Environment								
General Liability Insurance		4,147.00		-		-		4,147.00
Property & Casualty Insurance		-		-		-		-
Auto Insurance		-		-		-		-

## Budget to Actual For the Month Ending 12/31/2021

	Oct-21	Nov-21	Dec-21	YTD Actual
Irrigation				
District Irrigation	_	3,208.40		3,208.40
Wellspring Irrigation	_	-	_	-
Landscaping Maintenance & Material				
District Landscaping	17,945.75	17,945.75	17,945.75	53,837.25
Gateway Road Landscaping	39.49	39.49	39.49	118.47
Wellspring Landscaping	2,708.00	2,708.00	2,708.00	8,124.00
Tree Trimming		-	-	-
Flower & Plant Replacement				
District Flower & Plant Replacement	-	-	-	-
Wellspring Flower & Plant Replacement	_	-	_	-
Contingency	_	-	-	-
Pest Control	-	-	-	-
Hurricane Cleanup	_	_	-	-
Wellspring Blvd./Performance Drive Expenses				
WSPD - Lighting	-	37.62	37.52	75.14
WSPD - Miscellaneous	_	_	-	-
WSPD - Water Reclaimed	_	254.96	234.95	489.91
Interchange Maintenance Expenses				
IME - Aquatics Maintenance	263.03	263.03	263.03	789.09
IME - Irrigation	_	_	-	-
IME - Landscaping	6,363.21	6,363.21	7,626.47	20,352.89
IME - Lighting	-	72.28	73.16	145.44
IME - Miscellaneous	_	-	_	_
IME - Water Reclaimed	_	36.51	22.82	59.33
New Operational Field Expenses				
Trail Repair	-	-	-	-
Road & Street Facilities				
Entry and Wall Maintenance	_	-	_	-
Streetlights	-	1,079.25	1,079.25	2,158.50
Parks & Recreation				
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	9,000.03
Contingency				
Infrastructure Capital Reserve	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-
Total Field Operations Expenses	\$ 34,791.49	\$ 37,628.15	\$ 34,931.79	\$ 107,351.43
Total Expenses	\$ 57,115.57	\$ 42,548.67	\$ 41,083.28	\$ 140,747. <b>5</b> 2
Income (Loss) from Operations	\$ 418,211.52	\$ (5,837.68)	\$ 226,867.92	\$ 639,241.76
Other Income (Expense)		,		,
Interest Income	\$ 25.50	\$ 28.41	\$ 61.34	\$ 115.25
Total Other Income (Expense)	\$ 25.50	\$ 28.41	\$ 61.34	\$ 115.25
Net Income (Loss)	\$ 418,237.02	\$ (5,809.27)	\$ 226,929.26	\$ 639,357.01
,				,

	Beg. Cash	FY21 Inflows	FY21 Outflows	FY22 Inflows	FY22 Outflows	End. Cash
10/1/2020	268,964.15	6,033.88	(34,720.04)	-	-	232,112.07
11/1/2020	232,112.07	148,827.20	(71,989.11)	-	-	306,664.92
12/1/2020	306,664.92	529,976.03	(438,634.98)	-	-	398,005.97
1/1/2021	398,005.97	622,973.27	(418,231.22)	-	-	602,748.02
2/1/2021	602,748.02	147,246.64	(153,352.38)	-	-	596,642.28
3/1/2021	596,642.28	352,724.38	(254,301.75)	-	-	695,064.91
4/1/2021	695,064.91	294,621.65	(196,259.92)	-	-	793,426.64
5/1/2021	793,426.64	18,717.63	(44,148.26)	-	-	767,996.01
6/1/2021	767,996.01	85,441.18	(109,086.25)	-	-	744,350.94
7/1/2021	744,350.94	29,211.30	(41,401.30)	-	-	732,160.94
8/1/2021	732,160.94	7,972.30	(221,086.76)	-	-	519,046.48
9/1/2021	519,046.48	46,696.36	(87,900.76)	-	(7,767.00)	470,075.08
10/1/2021	470,075.08	19,079.21	(38,455.34)	2,713.58	(35,195.43)	418,217.10
11/1/2021	418,217.10	166.65	(2,495.06)	215,938.17	(20,262.56)	611,564.30
12/1/2021	611,564.30	215.36	(125.00)	592,828.31	(558,238.09)	646,244.88
1/1/2022	646,244.88	-	-	-	-	646,244.88 as of 01/06/2022
	Totals	2,309,903.04	(2,127,193.13)	811,480.06	(621,463.08)	

## Myrtle Creek Improvement District Construction Tracking - early January

Net Uncommitted	401,933.10
	========
Total Committed	\$ -
Ç	=======
Committed Funding Performance Drive Phase 3 - August bid and October NTP	\$ -
Funds Remaining	\$ 401,933.10
	=======
Total Requisitions This Month	\$ 
Requisitions This Month	
Construction Funds Available	\$ 401,933.10
Cumulative Draws Through Prior Month	(331,389.43)
Additions (Interest, Transfers from DSR, etc.)	219,897.21
Original Construction Fund	\$ 513,425.32
Series 2016 Bond Issue	
	Amount