

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, February 21, 2023, 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. **Swearing in of Newly Elected Board Member**
- 2. **Consideration of the Minutes of the December 13, 2022, Board of Supervisors' Meeting**
- 3. **Consideration of Resolution 2023-03, Election of Officers**

Business Matters

- 4. **Consideration of Porter Services Proposal from BrightView**
- 5. **Consideration of BrightView Proposal for Turf Installation Due to Hog Damage**
- 6. **Ratification of Operation and Maintenance Expenditures Paid in December 2022 in an amount totaling \$78,797.81**
- 7. **Ratification of Operation and Maintenance Expenditures Paid in January 2022 in an amount totaling \$9,903.07**
- 8. **Recommendation of Work Authorization/Proposed Services (if applicable)**
- 9. **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

Adjournment



MYRTLE CREEK IMPROVEMENT DISTRICT

Oath of Office

**MYRTLE CREEK IMPROVEMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

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

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF _____

The foregoing oath was administered before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, who is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Myrtle Creek Improvement District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

MYRTLE CREEK IMPROVEMENT DISTRICT

**Minutes of the December 13, 2022,
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, December 13, 2022, at 5:03 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

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Amanda Lane	PFM	(via phone)
Jorge Jimenez	PFM	(via phone)
Jeffrey Newton	Donald W. McIntosh Associates	(via phone)
Matt McDermott	Construction Committee Member	
Aaron Wilbanks	Berman	
Ryan Dugan	Kutak Rock	
Larry Kaufmann	Construction Supervisor	
Kyle Scholl	Resident	(via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden noted there were no members of the public present.

THIRD ORDER OF BUSINESS

Swearing in of Newly Elected Board Members

Ms. Walden noted Mr. Lynaugh and Mr. Da Silva were both sworn in prior to the start of the meeting, and Mr. Scholl will be sworn in at a later date.

FOURTH ORDER OF BUSINESS

**Consideration of the Minutes of the
November 15, 2022, Board of
Supervisors' Meeting**

The Board reviewed the minutes of the November 15, 2022, Board of Supervisors' Meeting.

On motion by Mr. Da Silva, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Minutes of the November 15, 2022, Board of Supervisors' Meeting.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-02, Election of Officers

Ms. Walden noted some members of the Board were sworn back in after being re-elected, so this item has to be done as a cleanup item. The current slate is Bob Da Silva as Chair, Kam Shenai as Vice Chair, Jennifer Walden as Secretary, Kyle Scholl, John Lynaugh, Marsha Leed, and Lynne Mullins as Assistant Secretaries, Amanda Lane as Treasurer, and Jennifer Glasgow as Assistant Treasurer. Ms. Walden noted the Board can choose to keep the same slate or make any changes.

On motion by Ms. Leed, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved Resolution 2023-02, Election of Officers with Mr. Bob Da Silva as Chair, Mr. Kam Shenai as Vice Chair, Ms. Jennifer Walden as Secretary, Mr. John Lynaugh, Ms. Marsha Leed, and Ms. Lynne Mullins as Assistant Secretaries, Ms. Amanda Lane as Treasurer, and Ms. Jennifer Glasgow as Assistant Treasurer.

SIXTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in November 2022 in an amount totaling \$59,483.26

Ms. Walden noted that these Operation and Maintenance Expenditures have been approved and need to be ratified by the Board.

On motion by Mr. Shenai, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in November 2022 in an amount totaling \$59,483.26.

SEVENTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Mr. Kaufmann stated there were no Work Authorizations.

EIGHTH ORDER OF BUSINESS

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

Ms. Walden stated the financials are listed through November and the District has spent \$117,000.00 versus a little over \$1,000,000.00 budget, which equates to about 11.5% of the budget being spent this year. Ms. Walden stated also included are the final numbers for FY 2022.

Mr. Shenai asked about the 2023 budget for flower replacement. Ms. Walden confirmed that the flower replacement budget is \$50,000.00. Mr. Shenai asked how much of the \$50,000.00 budget has been spent. Mr. McDermott answered that \$875.00 of the flower replacement budget has been spent.

Mr. Shenai inquired about the contingency line item. Mr. McDermott stated there is contingency that will be used for the Narcoossee Road / Lake Nona Boulevard intersection landscaping improvements. He noted he will drive with BrightView towards the beginning of the year to discuss what else to do in the District comprehensively, then split that amount over three years to remain within the \$50,000.00 budget.

Ms. Leed asked if the Narcoossee Road project will be completed by 2023? Mr. McDermott answered he spoke with Felix Associates of Florida two weeks ago, and their team would be potentially starting the work in the community this week or next week. He noted while driving through the community yesterday he saw that trees had been planted along Narcoossee, but there's no sod yet. He added that he sees this being done in the next 10 months so that the District can complete the work at the main entrance within 12 months.

NINTH ORDER OF BUSINESS

Staff Reports

District Counsel –

Mr. Dugan stated at the beginning of the new year the state legislature starts getting together with committee meetings and starts drafting proposed legislation ahead of the session, which will start in March. The Board will receive communication from Kutak Rock's office with updates for any relevant bills that will impact the District.

District Manager –

Ms. Walden stated as a reminder the January meeting is going back to the third Tuesday of the month, January 17th. Ms. Walden also noted District staff has received a proposal from Berman for pressure washing monuments, and she is working with Mr. McDermott and Mr. Kaufmann to tweak some items due to some information being incorrect. The proposal was for \$550.00. Looking at the budget, the Board has \$10,000.00 for that line item. Ms. Walden noted their sister Districts had asked District staff to bid for other proposals, so she asked the Board if that is something they would like to be done.

On motion by Mr. Da Silva, seconded by Mr. Shenai, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the proposal from Berman for pressure washing.

District Engineer –

No report.

Construction Supervisor –

No report.

Landscape Supervisor –

Mr. McDermott noted that the District has already spent \$31,000.00 this year for tree trimming but all the work is completed.

Mr. Wilbanks stated the District has some areas that were torn up on Wellspring by wild hogs. He is proposing to replace the sod at a cost of about \$900.00.

On motion by Mr. Shenai, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved Mr. Wilbanks to move forward with the proposal for \$907.00 for hog damage cleanup.

Mr. Wilbanks noted he noticed some issues with irrigation maintenance, he has been working with the account manager, and he has assured that he will get the work done and under control.

Discussion ensued about how often BrightView inspects the community and the factors that cause some of the damage.

Mr. Shenai noted there are two Palm trees that have been dead for some time. Mr. McDermott stated that Cepra agreed to take care of the trees under warranty, however the vendor who replaced them, HTFL, was not given the full information that there was more besides the warranty work that needed to be done. Before the last Board meeting, Mr. McDermott asked HTFL to provide two more palm trees along with an Oak tree. It was overlooked but he reached back out to them, and it is back on the schedule to be completed by the end of the year.

Mr. Shenai stated there is a light out at the monument on your way to the 417. District staff noted that falls under the Boggy Creek ID and will be addressed with OUC to fix.

Irrigation Supervisor –

No report.

TENTH ORDER OF BUSINESS

Supervisor Requests

No Supervisor requests.

ELEVENTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Shenai, seconded by Mr. Da Silva, with all in favor, the December 13, 2022, meeting of the Board of Supervisors for the Myrtle Creek Improvement District was adjourned.

Secretary/Assistant Secretary

Chair/Vice Chair

MYRTLE CREEK IMPROVEMENT DISTRICT

**Resolution 2023-03,
Election of Officers**

RESOLUTION 2023-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
MYRTLE CREEK IMPROVEMENT DISTRICT ELECTING THE
OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the **MYRTLE CREEK IMPROVEMENT DISTRICT** (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to elect the Officers of the District.

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

Section 1. _____ is elected Chair.

Section 2. _____ is elected Vice Chair.

Section 3. _____ is elected Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

_____ is elected Assistant Secretary.

Section 4. _____ is elected Treasurer.

Section 5. _____ is elected Assistant Treasurer.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 21st DAY of FEBRUARY 2023.

ATTEST:

**MYRTLE CREEK
IMPROVEMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice-Chair

MYRTLE CREEK IMPROVEMENT DISTRICT

Porter Services Proposal from BrightView

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Aaron C Wilbanks
Property Address	7251 Lake Nona Blvd Orlando, FL 32827	To	Myrtle Creek Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817

Project Name trash cans

Project Description Empty trash cans

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	HOURL	Labor	\$30.00	\$30.00
1.00	LUMP SUM	material/trash bags	\$10.00	\$10.00

For internal use only

SO# 8042179

JOB# 345200313

Service Line 130

Total Price \$40.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Branch Manager	
Signature _____	Title _____
Aaron C Wilbanks	February 15, 2023
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature _____	Title _____
Donald F. Kriston	February 15, 2023
Printed Name _____	Date _____

Job #:	345200313		
SO #:	8042179	Proposed Price:	\$40.00

MYRTLE CREEK IMPROVEMENT DISTRICT

**BrightView Proposal for Turf Installation
Due to Hog Damage**

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Aaron C Wilbanks
Property Address	7251 Lake Nona Blvd Orlando, FL 32827	To	Myrtle Creek Improvement District
		Billing Address	3501 Quadrangle Blvd Ste 270 Orlando, FL 32817
Project Name	Hog damage wellsprings 2		
Project Description	replace more turf damaged by hogs on wellspring dr		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
8.00	HOUR	Enhancement Labor - demo and prep	\$30.00	\$240.00
800.00	SQUARE FEET	Zoysia - Turf Installed	\$0.79	\$632.00
1.00	HOUR	Irrigation	\$35.00	\$35.00

Images

wellspring xtra damage 1



wellspring xtra damage 2



THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

Proposal for Extra Work at Myrtle Creek Improvement Distr

wellspring xtra damage



For internal use only

SO# 8010443
JOB# 345200313
Service Line 130

Total Price \$907.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Branch Manager	
Signature _____	Title _____
Aaron C Wilbanks	January 12, 2023
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature _____	Title _____
Donald F. Kriston	January 12, 2023
Printed Name _____	Date _____

Job #:	345200313		
SO #:	8010443	Proposed Price:	\$907.00

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
December 2022 in an amount totaling \$78,797.81**

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 December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented: **\$78,797.81**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Myrtle Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 12/1/2022 to 12/31/2022

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
**4242	12/05/22	M	VLS	BrightView Landscape Services	\$875.00
4243	12/05/22	M	DWCOH	DWC Outdoors & Hauling LLC	\$31,500.00
4244	12/05/22	M	JLYNAU	John Peter Lynaugh	\$200.00
4245	12/05/22	M	KSHENA	Kamalakar Shenai	\$200.00
4246	12/05/22	M	LDASIL	Lionel R. Dasilva	\$200.00
4247	12/05/22	M	MLEED	Marsha Leed	\$200.00
4248	12/08/22	M	ERMAN	erman Construction	\$600.00
4249	12/08/22	M	VLS	BrightView Landscape Services	\$3,211.33
4250	12/08/22	M	DONMC	Donald W. McIntosh Associates	\$576.25
4251	12/08/22	M	KUTAK	Kutak Rock	\$1,159.00
4252	12/08/22	M	ORLSEN	Orlando Sentinel	\$249.50
4253	12/08/22	M	PFMGC	PFM Group Consulting	\$3,552.41
4254	12/08/22	M	TRUSTE	US Bank as Trustee for Myrtle	\$82,114.58
4255	12/16/22	M	AWC	Aquatic Weed Control, Inc.	\$325.00
4256	12/16/22	M	PFMGC	PFM Group Consulting	\$3,602.84
4257	12/16/22	M	TRUSTE	US Bank as Trustee for Myrtle	\$167,008.88
4258	12/21/22	M	VLS	BrightView Landscape Services	\$1,468.76
4259	12/21/22	M	JLYNAU	John Peter Lynaugh	\$200.00
4260	12/21/22	M	KSHENA	Kamalakar Shenai	\$200.00
4261	12/21/22	M	LDASIL	Lionel R. Dasilva	\$200.00
4262	12/21/22	M	MLEED	Marsha Leed	\$200.00
4263	12/29/22	M	CID	Boggy Creek Improv. District	\$98.30
4264	12/29/22	M	ERMAN	erman Construction	\$3,000.01
4265	12/29/22	M	VLS	BrightView Landscape Services	\$15,100.98
BANK SUN REGISTER TOTAL:					\$316,042.84
GRAND TOTAL :					\$316,042.84

66,919.38	Checks 4242-4253, 4255-4256, 4258-4265
249,123.46	Debt Service (checks 4254, 4257)
7,673.25	PA 561 - Nov. ICM due to Boggy Creek
4,205.18	PA 561 - OUC paid online
327,921.27	Total cash spent
78,797.81	O&M cash spent

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

** Denotes broken check sequence.

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #129

11/11/2022

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Boggy Creek Improvement District Reimbursement for Construction-Related Legal Advertising on Req 274	OSC62631612	\$ 49.15	FY 2023
TOTAL			\$ 49.15	
			-	FY 2022
			49.15	FY 2023

MYRTLE CREEK IMPROVEMENT DISTRICT

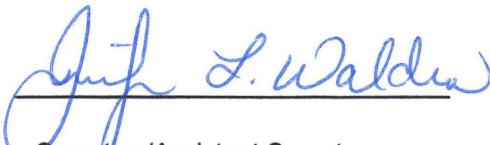
Payment Authorization #559

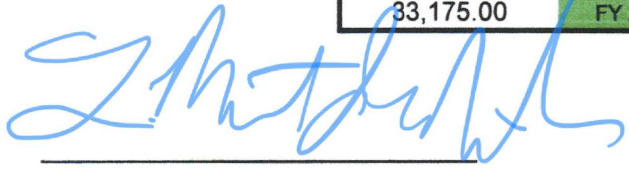
11/18/2022

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	BrightView Landscape Services Extra Annuals 11/22 Rotation	8172146	\$ 875.00	FY 2023
2	DWC Outdoors & Hauling Hardwood Pruning	2032	\$ 31,500.00	FY 2023
3	Supervisor Fees - 11/15/2022 Meeting			
	Marsha Leed	--	\$ 200.00	FY 2023
	Kam Shenai	--	\$ 200.00	FY 2023
	John Lynaugh	--	\$ 200.00	FY 2023
	Bob da Silva	--	\$ 200.00	FY 2023

TOTAL \$ 33,175.00

-	FY 2022
33,175.00	FY 2023


Secretary/Assistant Secretary


Chairperson


11/30/22

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 3:14 pm, Nov 30, 2022

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #560

12/2/2022

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction		
	Holiday Décor Installation	32552	\$ 600.00
	December Administrator & Irrigation Specialist	32761	\$ 3,000.01
2	BrightView Landscape Services		
	Irrigation Inspection October 1	8156908	\$ 482.19
	Irrigation Inspection October 4	8156910	\$ 500.62
	Irrigation Inspection October 5	8156911	\$ 498.11
	Irrigation Inspection October 7	8157022	\$ 443.02
	Irrigation Inspection October 9	8157023	\$ 462.09
	Irrigation Inspection Wellspring A	8157024	\$ 489.21
	Irrigation Inspection Wellspring B	8157025	\$ 336.09
	December Landscape Maintenance	8193768	\$ 15,100.98
3	Donald W McIntosh Associates		
	Engineering Services Through 11/04/2022	43436	\$ 576.25
4	Kutak Rock		
	General Counsel Through 10/31/2022	3140895	\$ 1,159.00
5	Orlando Sentinel		
	Legal Advertising on 11/08/2022 (Ad: 7320719)	OSC63384767	\$ 249.50
6	PFM Group Consulting		
	Billable Expenses	122378	\$ 10.17
	DM Fee: November 2022	DM-11-2022-32	\$ 3,541.67
	October Reimbursables	OE-EXP-11-2022-18	\$ 0.57

TOTAL \$ 27,449.48

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 8:13 am, Dec 07, 2022

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #130
12/9/2022

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Boggy Creek Improvement District Reimbursement for Construction-Related Legal Advertising on Req 277	OSC64086566	\$ 49.15	FY 2023
TOTAL			\$ 49.15	

MYRTLE CREEK IMPROVEMENT DISTRICT


Payment Authorization #561

12/9/2022

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control December Waterway Services	78000	\$ 325.00
2	Boggy Creek Improvement District November ICM Expenses	ICM2023-02	\$ 7,673.25
3	OUC Acct: 4782400001 ; Service 11/01/2022 - 12/01/2022	--	\$ 4,205.18
4	PFM Group Consulting DM Fee: December 2022 October & November Billable Expenses	DM-12-2022-32 122912	\$ 3,541.67 \$ 61.17

TOTAL \$ 15,806.27


Secretary/Assistant Secretary


Chairperson


12/10/22

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

RECEIVED

By Amanda Lane at 8:23 am, Dec 13, 2022

MYRTLE CREEK IMPROVEMENT DISTRICT

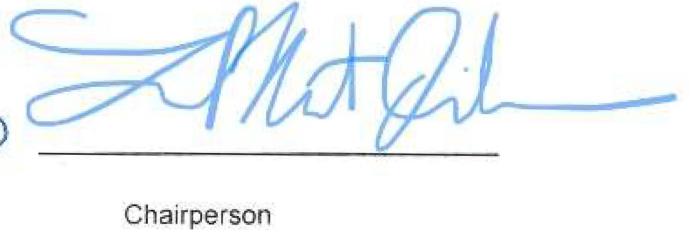
Payment Authorization #562

12/16/2022

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Irrigation Inspection October 2	8156909	\$ 495.09
	Irrigation Inspection October 6	8157021	\$ 466.67
	Irrigation Mainline Repairs	8208325	\$ 507.00
2	Supervisor Fees - 12/13/2022 Meeting		
	Marsha Leed	--	\$ 200.00
	Kam Shenai	--	\$ 200.00
	John Lynaugh	--	\$ 200.00
	Bob da Silva	--	\$ 200.00

TOTAL \$ 2,268.76


Secretary/Assistant Secretary


Chairperson


12/17/22

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 8:59 am, Dec 19, 2022

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures Paid in
January 2023 in an amount totaling \$9,903.07**

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 January 1, 2023 through January 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$9,903.07**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Myrtle Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 1/1/2023 to 1/31/2023

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
266	01/09/23	M	BVLS	BrightView Landscape Services	\$1,995.00
267	01/09/23	M	DONMC	Donald W. McIntosh Associates	\$643.13
268	01/09/23	M	HTFL	Hathaway's Tree Farm & Landscap	\$1,150.00
269	01/09/23	M	KUTAK	Kutak Rock	\$2,158.01
270	01/09/23	M	ORLSEN	Orlando Sentinel	\$234.50
271	01/11/23	M	TRUSTE	US Bank as Trustee for Myrtle	\$58,125.80
BANK SUN REGISTER TOTAL:					\$64,306.44
GRAND TOTAL :					\$64,306.44

6,180.64	Checks 4266-4270
58,125.80	Debt Service (check 4271)
3,722.43	PA 566 - OUC paid online
68,028.87	Total cash spent
9,903.07	O&M cash spent

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

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #563

12/23/2022

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates Engineering Services Through 12/02/2022	43558	\$ 643.13
2	HTFL Palm Tree Replacement	10391	\$ 1,150.00
3	Kutak Rock General Counsel Through 11/30/2022	3155872	\$ 2,158.01
4	Orlando Sentinel Legal Advertising on 12/05/2022 (Ad: 7334776)	OSC64842694	\$ 234.50
TOTAL			\$ 4,185.64

Lynne Mullins

Secretary/Assistant Secretary

[Signature]

Chairperson

[Signature]
12/26/22

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

Received on Saturday, December 31, 2022 - ALane

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #564

12/30/2022

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	January Landscape Maintenance	8221815	\$ 15,100.98
	Irrigation Valve Replacement Timer 3	8229454	\$ 350.00
	Irrigation Valve Replacement Timer 7	8229455	\$ 350.00
	Irrigation Valve Replacement Timer 2	8229456	\$ 350.00
	Irrigation Mainline Repairs	8229457	\$ 945.00

TOTAL \$ 17,095.98


Secretary/Assistant Secretary


Chairperson


1/3/23

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 8:13 am, Jan 05, 2023

MYRTLE CREEK IMPROVEMENT DISTRICT

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

WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This Work Authorization (the “Work Authorization”), dated January 20, 2023, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE MYRTLE CREEK IMPROVEMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the “Agreement”), dated August 17, 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 3501 Quadrangle Boulevard, Suite 270, Orlando, Florida 32817 (the “District”); and

Berman Construction, LLC, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter “Contractor”, together with District the “Parties”).

Section 1. Scope of Services. Contractor shall provide painting monument caps maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the “Services”).

Section 2. Compensation and Term. It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

Section 3. Acceptance. Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

MYRTLE CREEK IMPROVEMENT DISTRICT

Secretary

By: _____
Its: _____

BERMAN CONSTRUCTION, LLC

Witness

By: _____
Its: _____

Exhibit A: Proposal/Scope of Services



BERMAN

Date of proposal: January 19, 2023

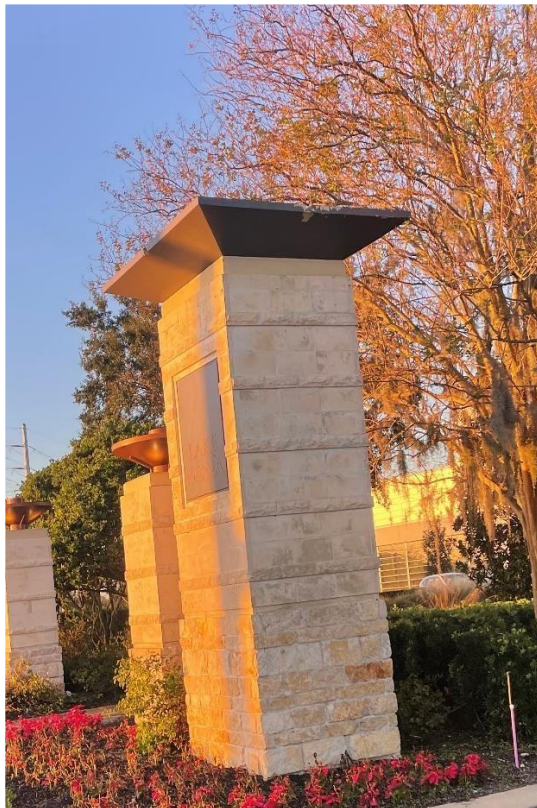
Client: Myrtle Creek Improvement District

Project: Lake Nona Blvd & Narcoossee - Monument Column Caps

Scope: Painting column caps

Berman proposes the following scope of work and specifications:

- A. Painting Column Caps** - Supply all materials, equipment, and labor to repaint the caps of the two larger monument columns at the intersection of Lake Nona Blvd & Narcoossee. This includes pressure washing to remove dirt, mold, peeling paint, etc. prior to painting, applying Sherwin Williams primer, and painting the column caps to match the existing color with Sherwin Williams Direct to Metal Acrylic Enamel. All materials needed and jobsite cleanup once the work has been completed are included.



Total Project Costs \$1024.00

Estimated Time of Completion- Work will be completed in the most expedient time frame possible.

Payment Schedule: Upon Completion

Additional Notes:

Berman Construction State of Florida CGC # 1518721

All labor work is guaranteed for 1 year. Any work defects due to poor craftsmanship will be repaired at contractor's expense. Any defect or poor craftsmanship of an installed product will be subject to manufacturer's warranty. If any dispute arises as a result of this contract, then parties agree to seek binding arbitration as outlined by State of FL contracting policies. Berman Property Maintenance & Construction/ Berman Construction LLC is not responsible for damage to personal property as a result of accepted construction practices and such was not caused from negligent behavior or practices.

Revision and Approval Policy: Please contact our office upon receipt and approval of this contract, and any questions you might have. Due to availability and cost of material at this time, this proposal is only valid for 14 days, starting on the date of the proposal. Should you accept the terms outlined above please sign below and return. We can then schedule your services at that time. This proposal will become binding once executed by both parties.

Agent for owner (print name and signature)

Berman Property Maintenance & Construction
By, Martin Berman, Chairman & Chief Executive Officer

MYRTLE CREEK IMPROVEMENT DISTRICT

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

Myrtle Creek Improvement District
Statement of Financial Position
As of 1/31/2023

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Assets</u>					
<u>Current Assets</u>					
General Checking Account	\$1,223,467.80				\$1,223,467.80
Money Market Account	68,890.44				68,890.44
State Board of Administration	4,087.73				4,087.73
Pond Reserve	5,000.00				5,000.00
Assessments Receivable	461,687.89				461,687.89
Deposits	4,300.00				4,300.00
General Reserve	213,534.69				213,534.69
Assessments Receivable		\$621,725.47			621,725.47
Due From Other Funds		332,577.38			332,577.38
Debt Service Reserve		337,465.89			337,465.89
Revenue		359,014.10			359,014.10
Prepayment		1,503.39			1,503.39
Accounts Receivable - Due from Developer			\$48.40		48.40
Acquisition/Construction			407,071.44		407,071.44
Total Current Assets	<u>\$1,980,968.55</u>	<u>\$1,652,286.23</u>	<u>\$407,119.84</u>	<u>\$0.00</u>	<u>\$4,040,374.62</u>
<u>Investments</u>					
Amount Available in Debt Service Funds				\$697,983.38	\$697,983.38
Amount To Be Provided				14,412,016.62	14,412,016.62
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$15,110,000.00</u>	<u>\$15,110,000.00</u>
Total Assets	<u><u>\$1,980,968.55</u></u>	<u><u>\$1,652,286.23</u></u>	<u><u>\$407,119.84</u></u>	<u><u>\$15,110,000.00</u></u>	<u><u>\$19,150,374.62</u></u>

Myrtle Creek Improvement District
Statement of Financial Position
As of 1/31/2023

	General Fund	Debt Service	Capital Projects Fund	General Long- Term Debt	Total
<u>Liabilities and Net Assets</u>					
<u>Current Liabilities</u>					
Accounts Payable	\$357,143.26				\$357,143.26
Due To Other Governmental Units	16,140.66				16,140.66
Deferred Revenue	461,687.89				461,687.89
Deferred Revenue		\$621,725.47			621,725.47
Accounts Payable			\$48.40		48.40
Deferred Revenue			48.40		48.40
Total Current Liabilities	<u>\$834,971.81</u>	<u>\$621,725.47</u>	<u>\$96.80</u>	<u>\$0.00</u>	<u>\$1,456,794.08</u>
<u>Long Term Liabilities</u>					
Revenue Bonds Payable - Long-Term				\$15,110,000.00	\$15,110,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$15,110,000.00</u>	<u>\$15,110,000.00</u>
Total Liabilities	<u>\$834,971.81</u>	<u>\$621,725.47</u>	<u>\$96.80</u>	<u>\$15,110,000.00</u>	<u>\$16,566,794.08</u>
<u>Net Assets</u>					
Net Assets, Unrestricted	\$1,285,711.94				\$1,285,711.94
Net Assets - General Government	(409,756.02)				(409,756.02)
Current Year Net Assets - General Government	270,040.82				270,040.82
Net Assets, Unrestricted		\$1,253,347.79			1,253,347.79
Current Year Net Assets, Unrestricted		(222,787.03)			(222,787.03)
Net Assets, Unrestricted			(\$417,951.06)		(417,951.06)
Net Assets, Unrestricted			821,825.46		821,825.46
Current Year Net Assets, Unrestricted			3,148.64		3,148.64
Total Net Assets	<u>\$1,145,996.74</u>	<u>\$1,030,560.76</u>	<u>\$407,023.04</u>	<u>\$0.00</u>	<u>\$2,583,580.54</u>
Total Liabilities and Net Assets	<u>\$1,980,968.55</u>	<u>\$1,652,286.23</u>	<u>\$407,119.84</u>	<u>\$15,110,000.00</u>	<u>\$19,150,374.62</u>

Myrtle Creek Improvement District
Statement of Activities
As of 1/31/2023

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
<u>Revenues</u>					
On-Roll Assessments	\$475,129.65				\$475,129.65
On-Roll Assessments		\$639,826.64			639,826.64
Developer Contributions			\$157.80		157.80
Total Revenues	<u>\$475,129.65</u>	<u>\$639,826.64</u>	<u>\$157.80</u>	<u>\$0.00</u>	<u>\$1,115,114.09</u>
<u>Expenses</u>					
Supervisor Fees	\$2,600.00				\$2,600.00
Public Officials' Liability Insurance	3,892.00				3,892.00
Trustee Services	6,775.32				6,775.32
Management	14,166.68				14,166.68
Engineering	1,406.88				1,406.88
Dissemination Agent	250.00				250.00
District Counsel	3,317.01				3,317.01
Assessment Administration	7,500.00				7,500.00
Reamortization Schedules	125.00				125.00
Travel and Per Diem	25.40				25.40
Postage & Shipping	1.14				1.14
Legal Advertising	956.75				956.75
Miscellaneous	2.94				2.94
Meeting Room	125.83				125.83
Web Site Maintenance	405.00				405.00
Holiday Decorations	600.00				600.00
Dues, Licenses, and Fees	175.00				175.00
Electric	438.81				438.81
Entry Lighting	62.91				62.91
Water Reclaimed	9,017.11				9,017.11
Aquatic Contract	1,300.00				1,300.00
General Liability Insurance	4,458.00				4,458.00
Irrigation	6,780.10				6,780.10
Landscaping Maintenance & Material	60,561.88				60,561.88
Tree Trimming	31,500.00				31,500.00
Flower & Plant Replacement	2,025.00				2,025.00
Contingency	907.00				907.00

Myrtle Creek Improvement District
Statement of Activities
As of 1/31/2023

	General Fund	Debt Service	Capital Projects Fund	General Long-Term Debt	Total
IME - Aquatics Maintenance	1,052.12				1,052.12
IME - Irrigation	832.70				832.70
IME - Landscaping	28,917.64				28,917.64
IME - Lighting	220.67				220.67
IME - Water Reclaimed	164.75				164.75
Entry and Wall Maintenance	440.00				440.00
Streetlights	3,185.66				3,185.66
Personnel Leasing Agreement	12,000.04				12,000.04
Principal Payments		\$610,000.00			610,000.00
Interest Payments		257,800.00			257,800.00
Legal Advertising			\$206.20		206.20
Total Expenses	<u>\$206,189.34</u>	<u>\$867,800.00</u>	<u>\$206.20</u>	<u>\$0.00</u>	<u>\$1,074,195.54</u>
<u>Other Revenues (Expenses) & Gains (Losses)</u>					
Interest Income	\$1,100.51				\$1,100.51
Interest Income		\$5,185.76			5,185.76
Dividends Income		0.57			0.57
Interest Income			\$3,196.54		3,196.54
Dividends Income			0.50		0.50
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$1,100.51</u>	<u>\$5,186.33</u>	<u>\$3,197.04</u>	<u>\$0.00</u>	<u>\$9,483.88</u>
Change In Net Assets	\$270,040.82	(\$222,787.03)	\$3,148.64	\$0.00	\$50,402.43
Net Assets At Beginning Of Year	<u><u>\$875,955.92</u></u>	<u><u>\$1,253,347.79</u></u>	<u><u>\$403,874.40</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,533,178.11</u></u>
Net Assets At End Of Year	<u><u>\$1,145,996.74</u></u>	<u><u>\$1,030,560.76</u></u>	<u><u>\$407,023.04</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,583,580.54</u></u>

Myrtle Creek Improvement District
 Budget to Actual
 For the Month Ending 01/31/2023

	Actual	Budget	Variance	FY 2023 Adopted Budget	Percentage Spent
<u>Revenues</u>					
On-Roll Assessments	\$ 475,129.65	\$ 312,773.77	\$ 162,355.88	\$ 938,321.30	50.64%
Carryforward Revenue	27,287.09	27,287.09	-	81,861.27	33.33%
Net Revenues	\$ 502,416.74	\$ 340,060.86	\$ 162,355.88	\$ 1,020,182.57	49.25%
<u>General & Administrative Expenses</u>					
Legislative					
Supervisor Fees	\$ 2,600.00	\$ 4,000.00	\$ (1,400.00)	\$ 12,000.00	21.67%
Financial & Administrative					
Public Officials' Liability Insurance	3,892.00	1,555.00	2,337.00	4,665.00	83.43%
Trustee Services	6,775.32	3,333.33	3,441.99	10,000.00	67.75%
Management	14,166.68	14,166.67	0.01	42,500.00	33.33%
Engineering	1,406.88	3,333.33	(1,926.45)	10,000.00	14.07%
Dissemination Agent	250.00	2,333.33	(2,083.33)	7,000.00	3.57%
Property Appraiser	-	666.67	(666.67)	2,000.00	0.00%
District Counsel	3,317.01	8,333.33	(5,016.32)	25,000.00	13.27%
Assessment Administration	7,500.00	2,500.00	5,000.00	7,500.00	100.00%
Reamortization Schedules	125.00	83.33	41.67	250.00	50.00%
Audit	-	1,333.33	(1,333.33)	4,000.00	0.00%
Arbitrage Calculation	-	300.00	(300.00)	900.00	0.00%
Travel and Per Diem	25.40	100.00	(74.60)	300.00	8.47%
Telephone	-	16.67	(16.67)	50.00	0.00%
Postage & Shipping	1.14	333.33	(332.19)	1,000.00	0.11%
Copies	-	666.67	(666.67)	2,000.00	0.00%
Legal Advertising	956.75	2,166.67	(1,209.92)	6,500.00	14.72%
Bank Fees	-	120.00	(120.00)	360.00	0.00%
Miscellaneous	2.94	3,166.66	(3,163.72)	9,500.00	0.03%
Meeting Room	125.83	133.33	(7.50)	400.00	31.46%
Office Supplies	-	83.33	(83.33)	250.00	0.00%
Property Taxes	-	833.33	(833.33)	2,500.00	0.00%
Web Site Maintenance	405.00	900.00	(495.00)	2,700.00	15.00%
Holiday Decorations	600.00	416.67	183.33	1,250.00	48.00%
Dues, Licenses, and Fees	175.00	58.33	116.67	175.00	100.00%
Total General & Administrative Expenses	\$ 42,324.95	\$ 50,933.31	\$ (8,608.36)	\$ 152,800.00	27.70%

Myrtle Creek Improvement District
Budget to Actual
For the Month Ending 01/31/2023

	Actual	Budget	Variance	FY 2023 Adopted Budget	Percentage Spent
Field Operations					
Electric Utility Services					
Electric	\$ 324.09	\$ 500.00	\$ (175.91)	\$ 1,500.00	21.61%
Entry Lighting	62.91	166.67	(103.76)	500.00	12.58%
Water-Sewer Combination Services					
Water Reclaimed	7,876.84	6,666.67	1,210.17	20,000.00	39.38%
Stormwater Control					
Aquatic Contract	1,300.00	1,333.33	(33.33)	4,000.00	32.50%
Lake/Pond Repair Reserve	-	1,666.67	(1,666.67)	5,000.00	0.00%
Other Physical Environment					
General Liability Insurance	4,458.00	1,500.00	2,958.00	4,500.00	99.07%
Property & Casualty Insurance	-	566.67	(566.67)	1,700.00	0.00%
Auto Insurance	-	166.67	(166.67)	500.00	0.00%
Irrigation Repairs	5,954.80	15,000.00	(9,045.20)	45,000.00	13.23%
Landscaping Maintenance & Material					
District Landscaping	48,731.96	87,859.04	(39,127.08)	263,577.12	18.49%
Gateway Road Landscaping	157.96	157.96	-	473.88	33.33%
Tree Trimming	31,500.00	13,333.33	18,166.67	40,000.00	78.75%
Flower & Plant Replacement	2,025.00	16,666.67	(14,641.67)	50,000.00	4.05%
Contingency	907.00	28,555.06	(27,648.06)	85,665.18	1.06%
Pest Control	-	936.67	(936.67)	2,810.00	0.00%
Hurricane Cleanup	-	16,666.67	(16,666.67)	50,000.00	0.00%
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	1,052.12	1,113.00	(60.88)	3,339.00	31.51%
IME - Irrigation Repairs	832.70	1,050.00	(217.30)	3,150.00	26.43%
IME - Landscaping	28,917.64	28,917.63	0.01	86,752.89	33.33%
IME - Landscape Improvements	-	4,200.00	(4,200.00)	12,600.00	0.00%
IME - Lighting	220.67	420.00	(199.33)	1,260.00	17.51%
IME - Miscellaneous	-	2,100.00	(2,100.00)	6,300.00	0.00%
IME - Water Reclaimed	164.75	525.00	(360.25)	1,575.00	10.46%
New Operational Field Expenses					
Trail Repair	-	5,000.00	(5,000.00)	15,000.00	0.00%
Road & Street Facilities					
Entry and Wall Maintenance	440.00	3,333.33	(2,893.33)	10,000.00	4.40%
Streetlights	3,185.66	5,000.00	(1,814.34)	15,000.00	21.24%
Parks & Recreation					
Personnel Leasing Agreement	12,000.04	12,000.00	0.04	36,000.00	33.33%
Reserves					
Infrastructure Capital Reserve	-	6,666.67	(6,666.67)	20,000.00	0.00%
Interchange Maintenance Reserve	-	786.67	(786.67)	2,360.00	0.00%
Total Field Operations Expenses	\$ 150,112.14	\$ 262,854.38	\$ (112,742.24)	\$ 788,563.07	19.04%

Myrtle Creek Improvement District
 Budget to Actual
 For the Month Ending 01/31/2023

	Actual	Budget	Variance	FY 2023 Adopted Budget	Percentage Spent
<u>Wellspring Blvd./Performance Drive Expense</u>					
Irrigation Repairs	\$ 825.30	\$ 2,666.67	\$ (1,841.37)	\$ 8,000.00	10.32%
Landscaping	11,671.96	11,939.83	(267.87)	35,819.50	32.59%
Flower & Plant Replacement	-	3,333.33	(3,333.33)	10,000.00	0.00%
Lighting	114.72	6,566.67	(6,451.95)	19,700.00	0.58%
Miscellaneous	-	1,166.67	(1,166.67)	3,500.00	0.00%
Water Reclaimed	1,140.27	833.33	306.94	2,500.00	45.61%
Total Wellspring Blvd./Performance Drive Expenses	\$ 13,752.25	\$ 26,506.50	\$ (12,754.25)	\$ 79,519.50	17.29%
Total Expenses	\$ 206,189.34	\$ 340,294.19	\$ (134,104.85)	\$ 1,020,882.57	20.20%
Income (Loss) from Operations	\$ 296,227.40	\$ (233.33)	\$ 296,460.73	\$ (700.00)	
Other Income (Expense)					
Interest Income	\$ 1,100.51	\$ 233.33	\$ 867.18	\$ 700.00	157.22%
Total Other Income (Expense)	\$ 1,100.51	\$ 233.33	\$ 867.18	\$ 700.00	157.22%
Net Income (Loss)	\$ 297,327.91	\$ -	\$ 297,327.91	\$ -	

Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 01/31/2023

	Oct-22	Nov-22	Dec-22	Jan-23	YTD Actual
Revenues					
On-Roll Assessments	\$ -	\$ 60,977.57	\$ 167,183.04	\$ 246,969.04	\$ 475,129.65
Carryforward Revenue	6,821.77	6,821.78	6,821.77	6,821.77	27,287.09
Net Revenues	\$ 6,821.77	\$ 67,799.35	\$ 174,004.81	\$ 253,790.81	\$ 502,416.74
General & Administrative Expenses					
Legislative					
Supervisor Fees	\$ -	\$ 1,800.00	\$ 800.00	\$ -	\$ 2,600.00
Financial & Administrative					
Public Officials' Liability Insurance	3,892.00	-	-	-	3,892.00
Trustee Services	-	6,775.32	-	-	6,775.32
Management	3,541.67	-	7,083.34	3,541.67	14,166.68
Engineering	-	-	1,219.38	187.50	1,406.88
Dissemination Agent	-	-	-	250.00	250.00
Property Appraiser	-	-	-	-	-
District Counsel	-	-	3,317.01	-	3,317.01
Assessment Administration	7,500.00	-	-	-	7,500.00
Reamortization Schedules	-	125.00	-	-	125.00
Audit	-	-	-	-	-
Arbitrage Calculation	-	-	-	-	-
Travel and Per Diem	-	-	17.80	7.60	25.40
Telephone	-	-	-	-	-
Postage & Shipping	-	-	0.57	0.57	1.14
Copies	-	-	-	-	-
Legal Advertising	-	249.50	484.00	223.25	956.75
Bank Fees	0.20	(0.20)	-	-	-
Miscellaneous	-	0.97	0.98	0.99	2.94
Meeting Room	-	-	53.54	72.29	125.83
Office Supplies	-	-	-	-	-
Property Taxes	-	-	-	-	-
Web Site Maintenance	-	-	-	405.00	405.00
Holiday Decorations	-	-	600.00	-	600.00
Dues, Licenses, and Fees	175.00	-	-	-	175.00
Total General & Administrative Expenses	\$ 15,108.87	\$ 8,950.59	\$ 13,576.62	\$ 4,688.87	\$ 42,324.95
Field Operations					
Electric Utility Services					
Electric	\$ -	\$ 105.41	\$ 107.80	\$ 110.88	\$ 324.09
Entry Lighting	-	19.52	19.52	23.87	62.91
Water-Sewer Combination Services					
Water Reclaimed	-	3,042.39	2,759.30	2,075.15	7,876.84
Stormwater Control					
Aquatic Contract	325.00	325.00	325.00	325.00	1,300.00
Lake/Pond Repair Reserve	-	-	-	-	-
Other Physical Environment					
General Liability Insurance	4,458.00	-	-	-	4,458.00
Property & Casualty Insurance	-	-	-	-	-
Auto Insurance	-	-	-	-	-
Irrigation	-	-	5,849.79	105.01	5,954.80

Myrtle Creek Improvement District

Budget to Actual

For the Month Ending 01/31/2023

	Oct-22	Nov-22	Dec-22	Jan-23	YTD Actual
Landscaping Maintenance & Material					
District Landscaping	-	24,365.98	24,365.98	-	48,731.96
Gateway Road Landscaping	39.49	39.49	39.49	39.49	157.96
Tree Trimming	-	31,500.00	-	-	31,500.00
Flower & Plant Replacement	-	875.00	1,150.00	-	2,025.00
Contingency	-	-	-	907.00	907.00
Pest Control	-	-	-	-	-
Hurricane Cleanup	-	-	-	-	-
Interchange Maintenance Expenses					
IME - Aquatics Maintenance	263.03	263.03	263.03	263.03	1,052.12
IME - Irrigation	-	-	-	832.70	832.70
IME - Landscaping	7,229.41	7,229.41	7,229.41	7,229.41	28,917.64
IME - Landscape Improvements	-	-	-	-	-
IME - Lighting	-	64.38	70.39	85.90	220.67
IME - Miscellaneous	-	-	-	-	-
IME - Water Reclaimed	-	76.94	64.34	23.47	164.75
New Operational Field Expenses					
Trail Repair	-	-	-	-	-
Road & Street Facilities					
Entry and Wall Maintenance	-	-	-	440.00	440.00
Streetlights	-	1,056.30	1,056.30	1,073.06	3,185.66
Parks & Recreation					
Personnel Leasing Agreement	3,000.01	3,000.01	3,000.01	3,000.01	12,000.04
Contingency					
Infrastructure Capital Reserve	-	-	-	-	-
Interchange Maintenance Reserve	-	-	-	-	-
Total Field Operations Expenses	\$ 15,314.94	\$ 71,962.86	\$ 46,300.36	\$ 16,533.98	\$ 150,112.14
<u>Wellspring Blvd./Performance Drive Expenses</u>					
Irrigation Repairs	\$ -	\$ -	\$ 825.30	\$ -	\$ 825.30
Landscaping	-	5,835.98	5,835.98	-	11,671.96
Flower & Plant Replacement	-	-	-	-	-
Lighting	-	37.94	38.06	38.72	114.72
Miscellaneous	-	-	-	-	-
Water Reclaimed	-	517.29	223.22	399.76	1,140.27
Total Wellspring Blvd./Performance Drive Expenses	\$ -	\$ 6,391.21	\$ 6,922.56	\$ 438.48	\$ 13,752.25
Total Expenses	\$ 30,423.81	\$ 87,304.66	\$ 66,799.54	\$ 21,661.33	\$ 206,189.34
Income (Loss) from Operations	\$ (23,602.04)	\$ (19,505.31)	\$ 107,205.27	\$ 232,129.48	\$ 296,227.40
<u>Other Income (Expense)</u>					
Interest Income	\$ 41.47	\$ 42.51	\$ 963.67	\$ 52.86	\$ 1,100.51
Total Other Income (Expense)	\$ 41.47	\$ 42.51	\$ 963.67	\$ 52.86	\$ 1,100.51
Net Income (Loss)	\$ (23,560.57)	\$ (19,462.80)	\$ 108,168.94	\$ 232,182.34	\$ 297,327.91

Myrtle Creek Improvement District
Cash Flow

Beg. Cash		FY22 Inflows	FY22 Outflows	FY23 Inflows	FY23 Outflows	End. Cash
					-	
9/1/2022	702,977.87	5,596.22	(78,298.26)	-	(8,350.00)	621,925.83
10/1/2022	621,925.83	12,921.80	(66,357.64)	7.89	(8,000.00)	560,497.88
11/1/2022	560,497.88	-	(2,107.50)	145,500.50	(57,375.76)	646,515.12
12/1/2022	646,515.12	-	-	393,342.81	(327,921.27)	711,936.66
1/1/2023	711,936.66	-	-	579,560.01	(68,028.87)	1,223,467.80
2/1/2023	1,223,467.80	-	-	591,796.58	(704,437.77)	1,110,826.61 as of 02/08/2023
Totals		2,249,894.17	(2,131,389.58)	1,710,207.79	(1,174,113.67)	

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

	Amount
Series 2016 Bond Issue	
Original Construction Fund	\$ 513,425.32
Additions (Interest, Transfers from DSR, etc.)	225,035.55
Cumulative Draws Through Prior Month	(331,389.43)
	=====
Construction Funds Available	\$ 407,071.44
Requisitions This Month	
	=====
Total Requisitions This Month	\$ -
	=====
Funds Remaining	\$ 407,071.44
Committed Funding	
Performance Drive Phase 3 - August bid and October NTP	\$ -
	=====
Total Committed	\$ -
	=====
Net Uncommitted	407,071.44