

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 **4:00 p.m. on Tuesday, August 15, 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. **Consideration of the Minutes of the June 20, 2023, Board of Supervisors' Meeting**
- 2. **Consideration of Resolution 2023-05, Approving an Annual Meeting Schedule for Fiscal Year 2024**

Business Matters

- 3. **Consideration of Prequalified Contractors Extension**
- 4. **Consideration of Extending Annual Renewal for Lake Nona Central – Boulevard and Roadways Landscape and Irrigation Maintenance Services Agreement with BrightView**
(provided under separate cover)
- 5. **Consideration of District Management Fee Increase Letter for FY 2024**
- 6. **Public Hearing on the Adoption of the District's Annual Budget**
 - a) **Public Comments and Testimony**
 - b) **Board Comments**
 - c) **Consideration of Resolution 2023-06, Adopting the Fiscal Year 2024 Budget and Appropriating Funds** *(exhibits provided under separate cover)*
- 7. **Consideration of Resolution 2023-07, Adopting an Assessment Roll for Fiscal Year 2024 and Certifying Special Assessments for Collection** *(exhibits provided under separate cover)*
- 8. **Ratification of Operation and Maintenance Expenditures Paid in June 2023 in an amount totaling \$46,337.28** *(provided under separate cover)*
- 9. **Recommendation of Work Authorization/Proposed Services (if applicable)**
- 10. **Review of District's Financial Position and Budget to Actual YTD** *(provided under separate cover)*

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

**Minutes of the June 20, 2023
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, June 20, 2023, at 5:00 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

Bob Da Silva	Chairman
Kyle Scholl	Assistant Secretary
John Lynaugh	Assistant Secretary
Marsha Leed	Assistant Secretary
Kam Shenai	Vice Chairman

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Jorge Jimenez	PFM	(via phone)
Amanda Lane	PFM	(via phone)
Jeffrey Newton	Donald W. McIntosh Associates	
Matt McDermott	Construction Committee Member	
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	(via phone)
Katie Harmer	Berman	(via phone)
Samantha Sharenow	Berman	(via phone)

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Walden asked if there were any public comments. She noted there were no members of the public present.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
May 9, 2023, Board of Supervisors'
Meeting**

The Board reviewed the minutes of the May 9, 2023, Board of Supervisors' Meeting.

On motion by Mr. Shenai, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Minutes of the May 9, 2023, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Discussion of Construction
Committee Member Vacancy**

Ms. Walden stated Larry Kauffmann resigned at the end of Thursday's Construction Committee meeting. The recommendation is to fill the seat with David Beyer.

On motion by Mr. Shenai, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved filling the vacant seat on the Construction Committee with David Beyer.

FIFTH ORDER OF BUSINESS

Discussion regarding Excess Funds in the 2016 Reserve Account

Ms. Walden stated she spoke with Amanda Lane, the District's Accountant, and the overage in the revenue account was due to a timing issue in Fiscal Year 2016 during the refunding of the bonds. The assessments were put on roll at the 2006 assessment rate as the 2016 Bonds were issued after that date and the amount needed for the bond call had been reduced. Ms. Walden stated District staff needs direction from the Board as to what to do with the excess funds of \$14,657.71.

Discussion ensued regarding the options for the excess funds.

On motion by Mr. Shenai, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved moving the excess funds to the O&M Reserve Account.

SIXTH ORDER OF BUSINESS

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

Ms. Walden stated this is a standard agreement that the District signs every year with the Property Appraiser for their services for going on roll.

On motion by Mr. Shenai, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Non-Ad Valorem Assessment Administration Agreement with Orange County Property Appraiser.

SEVENTH ORDER OF BUSINESS

Review and Acceptance of Fiscal Year 2022 Audit

Ms. Walden stated District staff has reviewed the audit and provided comments. Those comments have been incorporated into the final audit before the Board today. She noted this was a standard and clean audit and there were no deficiencies in internal controls that would be considered material weaknesses.

On motion by Mr. Scholl, seconded by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Fiscal Year 2022 Audit.

EIGHTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in May 2023 in an amount totaling \$38,682.10

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

On motion by Mr. Da Silva, 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 May 2023 in an amount totaling \$38,682.10.

NINTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Ms. Walden stated there were no Work Authorizations.

TENTH ORDER OF BUSINESS

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

Ms. Walden stated the financials are listed through May and the District has expenses of just under \$366,000.00 versus a little over \$1,000,000.00 budget. This equates to about 36% of the budget being spent so far.

Mr. Shenai asked about the interest income line item. Ms. Walden stated Ms. Lane reached out to the County and their response was that the interest distribution amount for the second quarter is determined by how much interest their office earned from December 2022 to February 2023. Interest is dispersed pro rata based on the budget figure for the City, town, Municipality or CDD. With interest levels where they have been, they have been able to earn a considerable amount which is then distributed to the parties. They earned roughly 10 times as much interest in the second quarter versus the first quarter, which is why there is such an increase in the value dispersed. Mr. Scholl added that the District should treat this as a one-time item and not assume this will be the case every year. The other Board Members agreed.

Mr. Shenai asked where District staff thinks the District will be by the end of the year with landscaping. Mr. McDermott stated that the landscaping line-item amount was set on the high side and BrightView came in lower than expected. Additionally, the amount will escalate each year but there will be some funds left over at the end of the year.

Mr. Shenai asked about landscape enhancements and how much work is left to be completed. Mr. McDermott responded that the front entrance cost is roughly \$35,000.00. He noted that there are some proposals for the Board to consider but wanted to point out that BrightView has some sod to replace at their cost.

Discussion ensued regarding landscaping enhancements.

Mr. McDermott asked for a not-to-exceed amount of \$20,000.00 for additional landscaping enhancements.

On motion by Mr. Lynaugh, seconded by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved a not-to-exceed amount of \$20,000.00 for landscaping enhancements.

ELEVENTH ORDER OF BUSINESS

Staff Reports

District Counsel –

Ms. Mackie stated the District is likely to close on the Interchange pond acquisition within the week. There is an Interlocal Agreement where Greeneway ID, Myrtle Creek ID and Boggy Creek ID agreed to share in not only the construction costs associated with Interchange improvements, but also maintenance. Myrtle Creek's respective share for the acquisition is \$380,220.75. That amount is less than the District originally anticipated because the acreage was adjusted as CFX took certain portions of the pond which reduced the overall acreage that the District is purchasing from the Developer. The total funds remaining in the construction account from the refinancing of the 2013 Bonds is \$412,000.00. Following this action, the District will then review the overall CIP and if the District can declare the project complete, whatever remains in that account will be flushed through to pay the bonds.

District Manager –

Ms. Walden stated the next Board meeting is Tuesday, July 18, 2023. Additionally, Board Members need to submit their Form 1 by the July 1, 2023, deadline.

Ms. Walden noted Fire Ant Control matched Massey's pricing for the District so there will be a savings for the District.

District Engineer –

No report.

Construction Supervisor –

No report.

Landscape Supervisor –

No report.

Irrigation Supervisor –

No report.

TWELFTH ORDER OF BUSINESS

Supervisor Requests

Ms. Lane noted that at this time there may be more excess funds in the account than the \$14,657.71 previously discussed. She asked if the Board wants all funds moved or just the funds that the Board previously approved. The Board decided to move the entire amount of excess funds to the O&M reserve account.

On motion by Mr. Lynaugh, seconded by Mr. Da Silva with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved moving the entire amount of excess funds to the O&M Reserve Account.

THIRTEENTH ORDER OF BUSINESS**Adjournment**

On motion by Mr. Scholl, seconded by Mr. Da Silva, with all in favor, the June 20, 2023, 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 2023-05,
Approving an Annual Meeting Schedule
for Fiscal Year 2024**

RESOLUTION 2023-05

**A RESOLUTION OF THE MYRTLE CREEK
IMPROVEMENT DISTRICT DESIGNATING DATES,
TIMES AND LOCATIONS FOR REGULAR MEETINGS
OF THE BOARD OF SUPERVISORS OF THE DISTRICT
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Myrtle Creek Improvement District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in City of Orlando, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

1. Regular meetings of the District's Board shall be held as provided on the schedule attached hereto as **Exhibit A**.
2. In accordance with Section 189.015(1), *Florida Statutes*, the District's Secretary is hereby directed to file annually with Orange County a schedule of the District's regular meetings.
3. This Resolution shall take effect immediately upon adoption.

Adopted this 15th day of August, 2023.

ATTEST:

Myrtle Creek Improvement District

Secretary/Assistant Secretary

Chairman/ Vice Chairman

EXHIBIT A

Myrtle Creek Improvement District Fiscal Year 2023-2024

The Board of Supervisors of the Myrtle Creek Improvement District will hold its meetings for the Fiscal Year 2024 at the Tavistock Development Company, 6900 Tavistock Lakes Blvd #200, Orlando, FL 32827 at 5:00 p.m. on the third Tuesday of each month unless otherwise noted below:

October 17, 2023
November 14, 2023
December 12, 2023
January 16, 2024
February 20, 2024
March 12, 2024
April 16, 2024
May 21, 2024
June 18, 2024
July 16, 2024
August 20, 2024
September 17, 2024

Construction Committee of the Boggy Creek, Greeneway, Midtown & Myrtle Creek Improvement Districts and the Poitras East Community Development District Fiscal Year 2023-2024

The Construction Committee of the Boggy Creek, Greeneway, Midtown and Myrtle Creek Improvement Districts and the Poitras East Community Development District will be meeting for the Fiscal Year 2024 in the office of Tavistock Development Company, 6900 Tavistock Lakes Blvd #200, Orlando, FL 32827 at 3:30 p.m. each month as follows:

October 12, 2023
November 9, 2023
December 7, 2023
January 11, 2024
February 8, 2024
March 7, 2024
April 11, 2024
May 9, 2024
June 13, 2024
July 11, 2024
August 8, 2024
September 12, 2024

MYRTLE CREEK IMPROVEMENT DISTRICT

Prequalified Contractors Extension

MYRTLE CREEK IMPROVEMENT DISTRICT
PREQUALIFIED CONTRACTORS

August 2021

- Garney Construction
- Hubbard Construction Company
- JMHC, Inc.
- Jon M. Hall Company
- Jr. Davis Construction Company
- The Middlesex Corporation
- Phillips & Jordan
- Prime Construction Group
- Southern Development & Construction
- Watson Civil Construction

MYRTLE CREEK IMPROVEMENT DISTRICT

**Extending Annual Renewal for Lake Nona Central –
Boulevard and Roadways Landscape and Irrigation
Maintenance Services Agreement with BrightView**
(provided under separate cover)

MYRTLE CREEK IMPROVEMENT DISTRICT

**District Management Fee Increase Letter
for FY 2024**



August 1, 2023

Mr. Bob da Silva
Chairman of the Board of Supervisors
Myrtle Creek Improvement District
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Dear Mr. da Silva:

pfm

3501 Quadrangle Blvd.
Suite 270
Orlando, FL 32817
407.723.5900

pfm.com

Thank you for the opportunity to continue serving as District Manager to the Myrtle Creek Improvement District (the "District"). The agreement in place between our firm and the District dated January 15, 2019 provides for the review and adjustment annually of our fees pursuant to the District's annual budget process. We are respectfully requesting a fee increase from \$42,500 to \$46,750 for the year.

Please note this change will be effective on the billing for October 2023, in conjunction with the District's new Fiscal Year.

Provided the changes are acceptable, please have an authorized official of the District sign and return a copy of this letter to us to acknowledge the increase.

Sincerely,
PFM GROUP CONSULTING LLC


Senior District Manager

Accepted by:

(Signature)

(Print Name)

(Date)

MYRTLE CREEK IMPROVEMENT DISTRICT

**Resolution 2023-06,
Adopting the Fiscal Year 2024 Budget
and Appropriating Funds
*(exhibits provided under separate cover)***

RESOLUTION 2023-06

THE ANNUAL APPROPRIATION RESOLUTION OF THE MYRTLE CREEK IMPROVEMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors ("**Board**") of the Myrtle Creek Improvement District ("**District**") proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Myrtle Creek Improvement District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND(S)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024, or within 60 days following the end of the Fiscal Year 2023/2024, may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST 2023.

ATTEST:

**MYRTLE CREEK IMPROVEMENT
DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2023/2024 Budget

MYRTLE CREEK IMPROVEMENT DISTRICT

**Resolution 2023-07,
Adopting an Assessment Roll for Fiscal Year 2024
and Certifying Special Assessments for Collection**
(exhibits provided under separate cover)

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MYRTLE CREEK IMPROVEMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Myrtle Creek Improvement District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Orange County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A"** and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Myrtle Creek Improvement District (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B”** and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits “A” and “B,”** is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION. The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits “A” and “B.”** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified to the County Tax Collector and shall be collected by the County

Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 15th day of August 2023.

ATTEST:

MYRTLE CREEK IMPROVEMENT DISTRICT

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll

Exhibit A
Budget

Exhibit B
Assessment Roll

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures
Paid in June 2023 in an amount totaling \$46,337.28**
(provided under separate cover)

MYRTLE CREEK IMPROVEMENT DISTRICT

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

BrightView Proposals for Myrtle Creek ID

Project Name	Cost
Wellsprings-Remove knockout roses and replace Stromanthe to elephant ear	\$1,702.50 \$903.56
Remove Anise and Replace (June Ins)	\$244.75
Pine tree restaking	\$335.79
Pine straw	\$450.00
Bush Alamanda	\$1,015.00
<hr/>	
Total	\$4,651.60

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Doyle Batten
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 Wellsprings-Remove knockout roses and replace

Project Description Replace knockout roses with Panama Rose

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
6.00	HOUR	Enhancement Labor - Demo and prep	\$30.00	\$180.00
110.00	EACH	Panama Rose- Trinette 3 gal. Shrub/perennial Installed	\$12.25	\$1,347.50
2.00	HOUR	Irrigation Technician	\$35.00	\$70.00
3.00	CUBIC YARD	Mulch Installed - State variety	\$35.00	\$105.00

For internal use only

SO# 8173483

JOB# 345200313

Service Line 130

Total Price \$1,702.50

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.
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Customer

branch Manager	
Signature _____	Title _____
Doyle Batten	August 08, 2023
Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature _____	Title _____
Donald F. Kriston	August 08, 2023
Printed Name _____	Date _____

Job #:	345200313		
SO #:	8173483	Proposed Price:	\$1,702.50

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Doyle Batten
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 Stromanthe to elephant ear

Project Description remove stromanthe and replace with mixed elephant ears

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	HOUR	Enhancement Labor - Demo and prep	\$30.00	\$30.00
9.00	EACH	Philodendron selloum - 7 gal. (Mixed variety) Shrub/perennial Installed	\$89.28	\$803.56
1.00	CUBIC YARD	Mulch Installed - natural hardwood	\$35.00	\$35.00
1.00	HOUR	Irrigation Technician	\$35.00	\$35.00

For internal use only

SO# 8173465
JOB# 345200313
Service Line 130

Total Price \$903.56

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103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

TERMS & CONDITIONS

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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.
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Customer

		branch Manager
Signature	Title	
Doyle Batten		August 08, 2023
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Donald F. Kriston		August 08, 2023
Printed Name	Date	

Job #:	345200313		
SO #:	8173465	Proposed Price:	\$903.56

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Doyle Batten
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 Remove Anise and Replace(June Ins)

Project Description Remove 2 declining Anise and replace

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	HOURL	Enhancement Labor - Demo and prep	\$30.00	\$30.00
1.00	EACH	Illicium parviflorum 'Anise' - 7 gal. Shrub/perennial Installed	\$37.00	\$37.00
1.00	HOURL	Irrigation Technician	\$35.00	\$35.00
1.00	CUBIC YARD	Bulk Clean Fill Dirt (Picked-Up) CY - Amendment Installed	\$142.75	\$142.75

For internal use only

SO# 8173479
JOB# 345200313
Service Line 130

Total Price \$244.75

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103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

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		branch Manager
Signature	Title	
Doyle Batten	August 08, 2023	
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Donald F. Kriston	August 08, 2023	
Printed Name	Date	

Job #:	345200313		
SO #:	8173479	Proposed Price:	\$244.75

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Doyle Batten
Property Address	7251 Lake Nona Blvd Orlando, FL 32827	To Billing Address	Myrtle Creek Improvement District 3501 Quadrangle Blvd Ste 270 Orlando, FL 32817
Project Name	Pine tree restaking		
Project Description	restake pine trees that are leaning over on berm		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
5.00	EACH	Lodge Poles - 2 poles & Arbor Tie - 1"-2" Trees	\$67.16	\$335.79

For internal use only

SO# 8142468
JOB# 345200313
Service Line 130

Total Price \$335.79

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103 West 7th Street, Orlando, FL 32824 ph. (407) 290-6542 fax (407) 291-4966

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branch Manager	
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Doyle Batten	August 08, 2023
Printed Name _____	Date _____

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Account Manager	
Signature _____	Title _____
Donald F. Kriston	August 08, 2023
Printed Name _____	Date _____

Job #:	345200313		
SO #:	8142468	Proposed Price:	\$335.79

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Property Name	Myrtle Creek Improvement Distr	Contact	Doyle Batten
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 pine straw
Project Description add pine straw under areas of pine

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
30.00	EACH	Pine Straw - Bale	\$15.00	\$450.00

For internal use only

SO# 8157313
JOB# 345200313
Service Line 130

Total Price \$450.00

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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.

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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	
Doyle Batten		August 08, 2023
Printed Name	Date	

BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
Donald F. Kriston		August 08, 2023
Printed Name	Date	

Job #:	345200313		
SO #:	8157313	Proposed Price:	\$450.00

Proposal for Extra Work at Myrtle Creek Improvement Distr

Property Name	Myrtle Creek Improvement Distr	Contact	Doyle Batten
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	Bush Alamanda		
Project Description	Replace and fill in bush alamanda in median		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
4.00	HOURL	Enhancement Labor - Demo and prep	\$35.00	\$140.00
60.00	EACH	Allamanda Bush - 3 gal. Shrub/perennial Installed	\$12.25	\$735.00
2.00	HOURL	Irrigation Modification	\$35.00	\$70.00
2.00	CUBIC YARD	Mulch Installed -gold hardwood	\$35.00	\$70.00

For internal use only

SO# 8142412
JOB# 345200313
Service Line 130

Total Price \$1,015.00

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.
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Customer

branch Manager	
Signature _____	Title _____
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Printed Name _____	Date _____

BrightView Landscape Services, Inc. "Contractor"

Account Manager	
Signature _____	Title _____
Donald F. Kriston	August 08, 2023
Printed Name _____	Date _____

Job #:	345200313		
SO #:	8142412	Proposed Price:	\$1,015.00

MYRTLE CREEK IMPROVEMENT DISTRICT

**District's Financial Position
and Budget to Actual YTD**
(provided under separate cover)