

**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, March 21, 2023, at 5:00 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

|              |                     |
|--------------|---------------------|
| Kyle Scholl  | Assistant Secretary |
| John Lynaugh | Assistant Secretary |
| Marsha Leed  | Assistant Secretary |
| Kam Shenai   | Assistant Secretary |

Also attending:

|                |                               |             |
|----------------|-------------------------------|-------------|
| Lynne Mullins  | PFM                           |             |
| Jorge Jimenez  | PFM                           | (via phone) |
| Jeffrey Newton | Donald W. McIntosh Associates |             |
| Matt McDermott | Construction Committee Member |             |
| Larry Kaufmann | Construction Supervisor       | (via phone) |
| Tucker Mackie  | Kutak Rock                    |             |

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

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

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
February 21, 2023, Board of  
Supervisors' Meeting**

The Board reviewed the minutes of the February 21, 2023, Board of Supervisors' Meeting.

On motion by Ms. Leed, seconded by Mr. Shenai, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Minutes of the February 21, 2023, Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of Arbitrage  
Rebate Proposals**  
**a. Arbitrage Rebate Counselors**  
**b. GNP Services, CPA, PA**  
**c. Grau & Associates**  
**d. LLS Tax Solutions Inc.**  
**e. PFM Asset Management**

Ms. Mullins stated this item related to the bonds and the District received five quotes. Four of those proposers are firms that District staff has worked with on other Districts. Arbitrage Rebate Counselors is not a proposer that District staff has not worked with, but they did come in with the lowest proposal at \$1,750.00.

Ms. Leed asked about requirements and proposal comparisons. Ms. Mackie stated the District is required to have arbitrage rebate calculated for a look back period every five years to ensure that the District is maintaining compliance with its obligation under the tax certificate to ensure that the District's not earning arbitrage yield on money that it has in funds held by U.S. Bank under the District's Series 2006 Bonds that were refunded in 2013.

Discussion ensued regarding arbitrage rebate, requirements, and the proposers.

On motion by Ms. Leed, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the proposal from Arbitrage Rebate Counselors for \$1,750.00.

#### **FIFTH ORDER OF BUSINESS**

#### **Ratification of Operation and Maintenance Expenditures Paid in February 2023 in an amount totaling \$50,851.41**

Ms. Mullins 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. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District ratified the Operation and Maintenance Expenditures paid in February 2023 in an amount totaling \$50,851.41.

#### **SIXTH ORDER OF BUSINESS**

#### **Recommendation of Work Authorization/Proposed Services**

Mr. Kaufmann stated there were no Work Authorizations.

#### **SEVENTH ORDER OF BUSINESS**

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

Ms. Mullins stated the financials are listed through February and the District has expenses of \$245,000.00 versus a little over \$1,000,000.00 budget, which equates to about 24% of the budget being spent so far.

Mr. McDermott stated a couple months ago BrightView came with an extra \$1,000.00 to do the annuals that are outside the Villagewalk entrance because it was not on the District's map for bidding purposes. The District approved the one-time additional annuals for that rotation, and this is the formal amendment (Minutes Exhibit A) to the contract so that the District isn't approving this item every quarter. Mr. McDermott noted the \$6,270.00 is the cost split over 3 years.

On motion by Mr. Shenai, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the proposal from BrightView to amend the current contract which will include the annuals outside of the Villagewalk entrance in the amount of \$6,270.00.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

District Counsel – No report.

District Manager – No report.

District Engineer – No report.

Construction Supervisor – Mr. Kaufmann stated the Myrtle Board has not funded their portion of the interchange pond purchase. There are two ponds on the South side of the interchange that are still to be purchased by the Lake Nona Districts. The Developer has now asked that the District proceed with that purchase. District staff is going to have to determine how much is left in the construction fund to pay for those. He noted that he will bring the numbers back to the next Board meeting, but it is about \$400,000.00 for Myrtle's portion for the two ponds.

Discussion ensued about the construction of the ponds and the responsibility of the cost that is split between the sister Districts for this project and other construction projects.

Ms. Mackie noted when the District went through the refunding it was a part of the District's Capital Improvement Plan to acquire the interchange ponds. Because those ponds may have been impacted by additional development plans, the Developer didn't previously want to convey those lands to the District in case the ponds themselves had to change. The District acquired two out of the four ponds and two remain. It's a shared cost amongst all the Districts, given that they are interchange related, so the District would just be paying for its proportionate share.

Landscape Supervisor – Mr. Shenai stated the floodlight on the monument that is towards the 417 hasn't been functioning for the last four months. Mr. McDermott stated those lights are part of the OUC leasing agreement the District has for all the lights. Berman has reached out to OUC, and OUC has failed to correct the issue. Mr. McDermott advised the Board that Berman can reach out to electricians and get quotes to fix the issue if the Board does not want to wait on OUC. Mr. Kaufmann responded that OUC is responsible as they are leased lights and the warranty could be voided if the District tries to fix them. Ms. Mullins stated she would follow up with OUC to see if the issue can be resolved.

Irrigation Supervisor – Mr. McDermott stated at Lake Nona Blvd. and Narcoossee Road that the trees are in, the shrubs are in, and the sod is scheduled to be installed this week. Additionally, the irrigation is all installed and paving is finished. He noted that it is time to ask again if the Board is ready to update the proposal and do the work there on the Narcoossee Road entrance. Mr. McDermott noted he will get updated numbers and bring that to the Board for the next meeting.

**NINTH ORDER OF BUSINESS****Supervisor Requests**

Ms. Leed asked is there any movement on the roundabouts. Mr. Newton stated he doesn't know how the conversation is going regarding the temporary construction easement in order to build the roundabout. He does know that the plans that show the roundabout are at the City of Orlando for review. Discussion ensued regarding details of the roundabout.

**TENTH ORDER OF BUSINESS****Adjournment**

On motion by Mr. Scholl, seconded by Mr. Shenai, with all in favor, the March 21, 2023, Meeting of the Board of Supervisors for the Myrtle Creek Improvement District was adjourned.

  
Secretary/Assistant Secretary

  
Chair/Vice Chair



**AMENDMENT #1 TO LANDSCAPE MAINTENANCE AGREEMENT BETWEEN  
MYRTLE CREEK IMPROVEMENT DISTRICT AND BRIGHTVIEW LANDSCAPE MAINTENANCE,  
INC.**

This Amendment ("Amendment") is entered into as of March 6, 2023 between Myrtle Creek Improvement District ("Client") and BrightView Landscape Maintenance, Inc. ("Contractor").

WHEREAS, Myrtle Creek Improvement District and BrightView Landscape Maintenance, Inc. entered into a Landscape Maintenance Agreement dated 3/6/2023.

WHEREAS, Myrtle Creek Improvement District and BrightView Landscape Maintenance, Inc. desire to amend the Agreement pursuant to the terms of this Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Myrtle Creek Improvement District and BrightView Landscape Maintenance, Inc. desire to amend the Agreement as follows:

1. The Parties intend to add additional annuals count to Myrtle Creek Improvement District. The additional annual count shall be amended as follows:
  - a. Annuals contract year 10/1/22 – 9/30/23. 3 Rotations at 300 units per rotation. Total of 900 annuals **\$142.5 per month for Total of \$1,710 per year**
  - b. Annuals contract year 10/1/23 – 9/30/24. 4 Rotations at 300 units per rotation. Total of 1200 Units per year. **\$190 per month For a Total Of \$2,280 per year**
  - c. Annuals contract year 10/1/23 – 9/30/24. 4 Rotations at 300 units per rotation. Total of 1200 Units per year. **\$190 per month For a Total Of \$2,280 per year**

This Amendment does not, and shall not be construed to; modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced herein. Capitalized terms not otherwise defined herein shall be as defined in the Agreement. In all other respects, the Agreement shall remain in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amendment, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written above.

**Myrtle Creek Improvement District**

**BRIGHTVIEW LANDSCAPE INC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_