

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, December 12, 2023, at 6900 Tavistock Lakes Blvd. Ste 200, 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: 2531 126 0013#

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the August 15, 2023, Board of Supervisors' Meeting**

Business Matters

2. **Notice of Construction Committee Member Resignation**
3. **Consideration of License Agreement for Cypress Plantings (*provided under separate cover*)**
4. **Ratification of Non-Ad Valorem Assessment Administration Agreement**
5. **Ratification of Fiscal Year 2023 Audit Engagement Letter with Berger, Toombs, Elam, Gaines & Frank**
6. **Ratification of Egis Insurance Package for FY 2024**
7. **Ratification of Operation and Maintenance Expenditures Paid in August 2023 in an amount totaling \$40,182.91**
8. **Ratification of Operation and Maintenance Expenditures Paid in September 2023 in an amount totaling \$124,437.90**
9. **Ratification of Operation and Maintenance Expenditures Paid in October 2023 in an amount totaling \$33,063.19**
10. **Ratification of Operation and Maintenance Expenditures Paid in November 2023 in an amount totaling \$24,596.57 (*provided under separate cover*)**
11. **Recommendation of Work Authorization/Proposed Services (if applicable)**
12. **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 August 15, 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, August 15, 2023, at 4:00 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	
Samantha Sharenow	Berman	
Dan Young	Tavistock	
DJ Batten	Berman	
Carlos Negron	Berman	

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
June 20, 2023, Board of Supervisors'
Meeting**

The Board reviewed the minutes of the June 20, 2023, 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 June 20, 2023, Board of Supervisors' Meeting.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2023-05,
Approving an Annual Meeting
Schedule for Fiscal Year 2024**

Ms. Walden stated this Resolution sets the annual meeting schedule for both the Board of Supervisors' Meetings and the Construction Committee Meetings for Fiscal Year 2024, which starts in October. For the Board of Supervisors' Meetings, District staff is recommending keeping the meetings on the third Tuesday of each month at 5:00 p.m.; however, District staff would like to move the meetings to the Tavistock offices. Ms. Walden noted that November, December, and March would be held on the second Tuesday due to the holidays. For the Construction Committee Meeting schedule, District staff wants to keep them on the second Thursday of the month at 3:30 p.m. at the Tavistock offices, with the exception of December and March, as they will be moved to the first Tuesday so that way those meeting can be held before the Board Meetings.

On motion by Mr. Shenai, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved Resolution 2023-05, Approving an Annual Meeting Schedule for Fiscal Year 2024, with the Board of Supervisors' Meetings on the third Tuesday of each month, except for November, December, and March, which would be on the second Tuesday of the month, at 5:00 p.m. at the Tavistock offices, 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827, and the Construction Committee Meetings on the second Thursday of the month, except for December and March, which would be on the first Thursday of the month, at 3:30 p.m. at the Tavistock offices, 6900 Tavistock Lakes Blvd., Suite 200, Orlando, Florida 32827.

FIFTH ORDER OF BUSINESS

Consideration of Prequalified Contractors Extension

Mr. Newton stated as a matter of practice, the District prequalifies general contractors to help with infrastructure projects. The District last did this in August of 2021. The prequalifications are good for two years with an optional extension of up to two years. The recommendation from the Construction Committee is that the Board extends the prequalification for a period of one-year and address it again next year.

On motion by Mr. Da Silva, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District accepted the Construction Committees recommendation to extend the prequalified Contractors for one year.

SIXTH ORDER OF BUSINESS

Consideration of Extending Annual Renewal for Lake Nona Central – Boulevard and Roadways Landscape and Irrigation Maintenance Services Agreement with BrightView

Ms. Walden stated when the District goes out to bid for landscaping services, pricing is provided for three years. The District only enters into a one-year agreement with the option to extend the agreement. District staff checked with the team and Brightview is doing well so the recommendation would be to extend the agreement for an additional year.

On motion by Mr. Shenai, seconded by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved extending the annual renewal for Lake Nona Central – Boulevard and Roadways Landscape and Irrigation Maintenance Services Agreement with BrightView.

SEVENTH ORDER OF BUSINESS

Consideration of District Management Fee Increase Letter for FY 2024

Ms. Walden stated the District Manager's firm is asking for a \$4,250.00 increase to \$46,750.00 for the year. She noted the last increase was over two years ago.

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 District Management Fee increase letter for FY 2024 in the amount of \$46,750.00.

EIGHTH ORDER OF BUSINESS

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**

Ms. Walden noted the District noticed this hearing pursuant to Florida Statutes.

On motion by Mr. Shenai, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District opened the public hearing.

Ms. Walden stated the budget is an exhibit to the Resolution and is the same overall O&M budget that the Board preliminarily approved back in May. She noted District staff did move some line items around, but the overall amount stayed the same.

On motion by Mr. Lynaugh, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District closed the public hearing.

Mr. Shenai brought up the trail, the \$750,000.00 cost, and the funds available to use. Ms. Walden stated the funds that are left over at the end of the year are kept in the general checking account and the Board can give District staff direction to move that money into the reserve account. Mr. Newton noted that the \$750,000.00 was from several years ago and based off a trail repair in another District, the pricing for the trail repair is more likely to be in the \$800,000.00 range.

On motion by Mr. Shenai, seconded by Mr. Da Silva, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved Resolution 2023-06, Adopting the Fiscal Year 2024 Budget and Appropriating Funds.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2023-07, Adopting an Assessment Roll for Fiscal Year 2024 and Certifying Special Assessments for Collection

Ms. Walden stated this Resolution imposes the special assessments based on the budgets that the Board just adopted, and there are no increases in assessments.

On motion by Mr. Shenai, seconded by Mr. Lynaugh, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved Resolution 2023-07, Adopting an Assessment Roll for Fiscal Year 2024 and Certifying Special Assessments for Collection.

TENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in June 2023 in an amount totaling \$13,165.33

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

On motion by Ms. Leed, 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 June 2023 in an amount totaling \$13,165.33.

ELEVENTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures Paid in July 2023 in an amount totaling \$81,437.29.

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 July 2023 in an amount totaling \$81,437.29.

TWELFTH ORDER OF BUSINESS

Recommendation of Work Authorization/Proposed Services

Ms. Walden stated there were some proposals from BrightView which total \$4,651.60. Ms. Sharenow added that this is everything outstanding to this point for which BrightView needs approval. There may be one additional item as they are investigating a possible sprinkler repair. Mr. Batten gave an overview of these items.

Ms. Leed asked about an allowance in the agreement with BrightView for items like this. Mr. McDermott stated that is what the flower and plant replacement line item is for. He added there is currently no large-scale enhancement work for this District, just normal maintenance drives to address items.

On motion by Mr. Lynaugh, seconded by Mr. Scholl, with all in favor, the Board of Supervisors for the Myrtle Creek Improvement District approved the Work Authorizations from BrightView for landscaping items in the amount of \$4,651.60.

THIRTEENTH ORDER OF BUSINESS

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

Ms. Walden stated the financials are listed through July and the District has expenses of just under \$458,000.00 versus a little over \$1,000,000.00 budget. This equates to about 45% of the budget being spent so far.

FOURTEENTH ORDER OF BUSINESS

Staff Reports

<u>District Counsel</u> –	No report.
<u>District Manager</u> –	Ms. Walden stated the next Board Meeting is Tuesday, September 19, 2023, at 5:00 p.m. at the current location.
<u>District Engineer</u> –	No report.
<u>Construction Supervisor</u> –	No report.
<u>Landscape Supervisor</u> –	No report.
<u>Irrigation Supervisor</u> –	No report.

FIFTEENTH ORDER OF BUSINESS

Supervisor Requests

Mr. Shenai stated the lights for the monument on the opposite side of 7-11 aren't working. He noted the left side lights have been fixed. Ms. Sharenow stated she will look into this.

Mr. Shenai asked about the lamppost at Lake Nona Blvd and Narcoossee Rd. Mr. McDermott stated he was told they should be working tomorrow night.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On motion by Mr. Scholl, seconded by Mr. Lynaugh, with all in favor, the August 18, 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

Notice of Construction Committee Member Resignation

November 3, 2023

Lake Nona Family of Districts

C/O PFM Consulting LLC.

3501 Quadrangle Blvd, STE 270

Orlando, FL 32817

To Whom it May Concern:

Please accept this letter as formal notification of my resignation from my position on the Construction Committee for the Lake Nona Family of Districts. My last day of work will be November 3, 2023 and appreciate the opportunities provided during my time here.

Thank you,

Matthew McDermott

MYRTLE CREEK IMPROVEMENT DISTRICT

License Agreement for Cypress Plantings
(provided under separate cover)

MYRTLE CREEK IMPROVEMENT DISTRICT

Non-Ad Valorem Assessment Administration Agreement



NON-AD VALOREM ASSESSMENT ADMINISTRATION AGREEMENT

An AGREEMENT made this 1st day of October 2023 between **AMY MERCADO** as Orange County Property Appraiser (Property Appraiser) and, **Myrtle Creek CDD** (Taxing Authority), and is effective upon acceptance by both parties and through, September 30, 2024.

1. The Taxing Authority desires to use the services of the Property Appraiser to maintain non-ad valorem assessments on the tax roll and the Property Appraiser is prepared to do so, on behalf of the Taxing Authority. Each party represents that it has satisfied all conditions precedent to enter into this agreement.
2. The Property Appraiser agrees to perform the following service for the Taxing Authority:
 - A. Create a Non-Ad Valorem Assessment Roll for the Taxing Authority for the 2024 tax roll year using data provided annually to the Property Appraiser's Office by the Taxing Authority per attached Calendar for Implementation of Non- Ad Valorem Assessment Roll.
 - B. Provide the Taxing Authority with a data file in a compatible format on or before April 1, containing all parcels within the boundaries of the Taxing Authority to be used for the Taxing Authority's planning purposes in establishing its non-ad valorem assessments.
 - C. Receive from the Taxing Authority its proposed or adopted non-ad valorem assessment levy for each type of property and apply that amount to each parcel of real property as stipulated by Taxing Authority.
 - D. Include the Taxing Authority's non-ad valorem assessments on the Notice of Proposed Property Taxes and Proposed or Adopted Non-Ad Valorem Assessments mailed to all property owners in August of each year.
 - E. Receive from the Taxing Authority, corrections or changes to the roll and update the Non-Ad Valorem Assessment Roll for tax bills on or before September 15 of each year, the statutory deadline for certification of non-ad valorem assessments.
 - F. Deliver the Taxing Authority's Non-Ad Valorem Assessment Roll to the Orange County Tax Collector's Office so that tax bills mailed on or about November 1 will include the Taxing Authority's non-ad valorem assessment levies.

3. Taxing Authority agrees to perform the following acts in connection with this agreement:
 - A. Advise the property owners within the Taxing Authority in an appropriate and lawful manner of the Taxing Authority's intention to utilize the Uniform non- ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes, and any other applicable Florida statute, and carry out its responsibilities under said sections.
 - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll per the Calendar for Implementation of Non-Ad Valorem Assessment Roll.
 - C. Advise the property owners within the Taxing Authority as appropriate that the Property Appraiser's office is acting in a ministerial capacity for the Taxing Authority in connection with the non-ad valorem assessments.
 - D. Preparation and delivery of certificate of corrections directly to Tax Collector, with copy to Property Appraiser, for any corrections to a certified final tax roll.
4. The Taxing Authority shall use its best efforts in furnishing the Property Appraiser with up-to-date and accurate data concerning its boundaries, proposed assessments, and other information as requested from time to time by the Property Appraiser and necessary to facilitate his making the assessment in question. The Property Appraiser shall, using the information provided by the Taxing Authority, place the district's non-ad valorem assessments, as made from time to time and certified to him, on properties within the district.
5. The Property Appraiser shall be compensated by the Taxing Authority for the administrative costs incurred in carrying out this Agreement. These costs include, but are not limited to labor, printing, forms, office supplies, computer equipment usage, postage, programming, or any other associated costs.
6. On 1st day of October of each applicable year, the administrative fee will be invoiced to the Taxing Authority equivalent to **\$0** per parcel assessed with a non-ad valorem tax. Parcel counts supporting the invoiced fee will be determined based upon the most current certified non-ad valorem assessment roll. Any new assessments added to the tax roll that were not previously certified and invoiced an administrative fee, will be separately invoiced on or around July 15 and prior to mailing of the Notice of Proposed Property Taxes in August.
7. The specific duties to be performed under this agreement and their respective timeframes are contained in the Calendar for Implementation of Non-Ad Valorem Assessment Roll, which is incorporated herein by reference.
8. This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this agreement shall be in writing and sent by first class mail, email, or facsimile to the other party.

Notices to the Taxing Authority shall be addressed to:

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

Notices to the Property Appraiser shall be addressed to:

Carmen Crespo, Director, Accounting and Finance
Orange County Property Appraiser
200 S. Orange Ave., Suite 1700
Orlando, FL 32801
ccrespo@ocpafl.org
(407) 836-5353

11. TERMINATION. This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.
12. TERM. This Agreement shall continue until such time as either party terminates the Agreement pursuant to Paragraph 11, above.
13. GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

ORANGE COUNTY PROPERTY APPRAISER

Signed 
Amy Mercado (Nov 14, 2023 23:59 GMT)
AMY MERCADO, MBA

Date Nov 14, 2023

MYRTLE CREEK CDD

Name Bob da Silva
Signed 

Date November 2, 2023

CALENDAR FOR IMPLEMENTATION OF NON-AD VALOREM ASSESSMENTS

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

June 1

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

July 1

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

July 15

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

August 4

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

August 24

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

September 3 – October 3

- Taxing Authority holds initial and final public budget hearing.

September 15

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

October

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

MYRTLE CREEK IMPROVEMENT DISTRICT

**Fiscal Year 2023 Audit Engagement Letter with
Berger, Toombs, Elam, Gaines & Frank**



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

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

August 24, 2023

Myrtle Creek Improvement District
PFM Group Consulting LLC
3501 Quadrangle Blvd, Suite 270
Orlando, FL 32817

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines and Frank ("we") audit the financial statements of Myrtle Creek Improvement District, (the "District"), which comprise governmental activities and each major fund as of and for the year ended September 30, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2023.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

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Myrtle Creek Improvement District
August 24, 2023
Page 2

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants and Generally Accepted Governmental Auditing Standards.



Myrtle Creek Improvement District
August 24, 2023
Page 3

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

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

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

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

1. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
2. For the design, implementation and maintenance of internal control relevant to the preparations of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed to allowed for the completion of the audit in accordance with the proposed timeline;



Myrtle Creek Improvement District
August 24, 2023
Page 4

- c. Additional information that we may request from management for the purpose of the audit; and
- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

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

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

Reporting

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

Records and Assistance

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

The assistance to be supplied, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jennifer Walden. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report, which must be completed and filed with the Auditor General within nine (9) months after the end of the fiscal year. If the information is timely provided, the District shall receive a draft by May 15, 2024, and if the draft is timely reviewed by Management, the District shall receive the final audit by June 15, 2024.

Other Relevant Information

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



Myrtle Creek Improvement District
August 24, 2023
Page 5

Either party may unilaterally terminate this agreement, with or without cause, upon sixty (60) days written notice subject to the condition that the District will pay all invoices for services rendered prior to the date of termination.

Fees, Costs and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Invoices for fees will be submitted in sufficient detail to demonstrate compliance with the terms of this engagement. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2023 will not exceed \$3,765, unless the scope of the engagement is changed, the assistance which of Myrtle Creek Improvement District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. All other provisions of this letter will survive any fee adjustment. An optional one-year renewal is available if mutually agreed upon by Berger, Toombs, Elam, Gaines, and Frank and Myrtle Creek Community Development District.

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

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

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



Myrtle Creek Improvement District
August 24, 2023
Page 6

Information Security – Miscellaneous Terms

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

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

Because Berger, Toombs, Elam, Gaines & Frank will rely on of Myrtle Creek Improvement District and its management and Board of Supervisors to discharge the foregoing responsibilities, of Myrtle Creek Improvement District holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of Myrtle Creek Improvement District's management, which has caused, in any respect, Berger, Toombs, Elam, Gaines & Frank's breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

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



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

Myrtle Creek Improvement District
August 24, 2023
Page 7

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

Sincerely,

*Berger Toombs Elam
Gaines + Frank*

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

Confirmed on behalf of the addressee:

[Handwritten signature in blue ink]

November

2, 2023



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

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

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.



Bodine Perry

(BERGER_REPORT22)

**ADDENDUM TO ENGAGEMENT LETTER
MYRTLE CREEK IMPROVEMENT DISTRICT
DATED AUGUST 24, 2023**

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

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

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

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

**PFM GROUP CONSULTING LLC
3501 QUADRANGLE BLVD, SUITE 270
ORLANDO, FL 32817
TELEPHONE: 407-723-5900
EMAIL: RECORDREQUEST@PFM.COM**

Auditor: _



**District: Myrtle Creek
Improvement District**

Title: Director

Title: _____

Date: August 24, 2023

Date: _____

MYRTLE CREEK IMPROVEMENT DISTRICT

Egis Insurance Package for FY 2024



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Myrtle Creek Improvement District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Myrtle Creek Improvement District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123266

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	Not Included
Loss of Business Income	Not Included
Additional Expense	Not Included
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	Not Applicable	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	Not Applicable	Total Insured Values per building, including vehicle values, for "Named Storm" at each affected location throughout Florida subject to a minimum of Not Applicable per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	Not Applicable	Not Included
Flood	Not Applicable	Not Included
Boiler & Machinery	Not Applicable	Not Included
TRIA		Not Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

Not Included

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
	A	Accounts Receivable	\$500,000 in any one occurrence
	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
	F	Duty to Defend	\$100,000 any one occurrence
	G	Errors and Omissions	\$250,000 in any one occurrence
	H	Expediting Expenses	\$250,000 in any one occurrence
	I	Fire Department Charges	\$50,000 in any one occurrence
	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
	L	Leasehold Interest	Included
	M	Air Conditioning Systems	Included
	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
	O	Personal property of Employees	\$500,000 in any one occurrence
	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
	Q	Professional Fees	\$50,000 in any one occurrence
	R	Recertification of Equipment	Included
	S	Service Interruption Coverage	\$500,000 in any one occurrence
	T	Transit	\$1,000,000 in any one occurrence
	U	Vehicles as Scheduled Property	Included
	V	Preservation of Property	\$250,000 in any one occurrence
	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
	Z	Ingress / Egress	45 Consecutive Days
	AA	Lock and Key Replacement	\$2,500 any one occurrence
	BB	Awnings, Gutters and Downspouts	Included
	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**Myrtle Creek Improvement District
c/o PFM Group Consulting, LLC
3501 Quadrangle Boulevard, Suite 270
Orlando, FL 32817**

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123266

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	Not Included
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$4,636
Public Officials and Employment Practices Liability	\$4,048
Deadly Weapon Protection Coverage	Not Included
TOTAL PREMIUM DUE	\$8,684

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT

Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Myrtle Creek Improvement District

(Name of Local Governmental Entity)
By: 

Signature

BOB DA SILVA

Print Name

Witness By: 

Signature

JENNIFER L. WALDEN

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: _____
Administrator

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures
Paid in August 2023 in an amount totaling
\$40,182.91**

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

The total items being presented: **\$40,182.91**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Myrtle Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 8/1/2023 to 8/31/2023

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
4373	08/03/23	M	KUTAK	Kutak Rock	\$1,530.65
4374	08/03/23	M	ORLSEN	Orlando Sentinel	\$223.25
4375	08/03/23	M	VGLOBA	VGlobalTech	\$135.00
4376	08/18/23	M	AWC	Aquatic Weed Control, Inc.	\$325.00
4377	08/18/23	M	DONMC	Donald W. McIntosh Associates	\$258.52
4378	08/18/23	M	TRUSTE	US Bank as Trustee for Myrtle	\$25,386.53
4379	08/21/23	M	KUTAK	Kutak Rock	\$91.50
4380	08/21/23	M	PFMGC	PFM Group Consulting	\$3,616.84
4381	08/24/23	M	BERMAN	Berman Construction	\$3,000.01
4382	08/24/23	M	BVLS	BrightView Landscape Services	\$15,100.98
4383	08/28/23	M	BVLS	BrightView Landscape Services	\$1,469.99
4384	08/28/23	M	JLYNAU	John Peter Lynaugh	\$200.00
4385	08/28/23	M	KSCHOL	Kyle Scholl	\$200.00
4386	08/28/23	M	KSHENA	Kamalakar Shenai	\$200.00
4387	08/28/23	M	KUTAK	Kutak Rock	\$141.50
4388	08/28/23	M	LDASIL	Lionel R. Dasilva	\$200.00
4389	08/28/23	M	MLEED	Marsha Leed	\$200.00
4390	08/28/23	M	ORLSEN	Orlando Sentinel	\$557.00
4391	08/30/23	M	BCID	Boggy Creek Improv. District	\$47.65
BANK SUN REGISTER TOTAL:					\$52,884.42
GRAND TOTAL :					\$52,884.42

27,497.89	Checks 4373-4377, 4379-4391
25,386.53	Check 4378 - Debt Service
25,078.11	Debt Service Reserve funds transfer to General Reserve
5,033.32	PA 592 - OUC paid online
7,651.70	PA 593 - Jul. ICM due to Boggy Creek
90,647.55	Total cash spent
40,182.91	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 #138

7/7/2023

Item No.	Payee	Invoice Number	General Fund
1	Kutak Rock Construction Counsel Through 05/31/2023	3240199	\$ 91.50
TOTAL			\$ 91.50

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #139

7/21/2023

Item No.	Payee	Invoice Number	General Fund	
1	Boggy Creek Improvement District Reimbursement for Construction-Related Legal Advertising on Series 2013 Req 416	OSC75935156	\$	47.65
			TOTAL	\$ 47.65

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #590

7/28/2023

Item No.	Payee	Invoice Number	General Fund
1	Kutak Rock General Counsel Through 06/30/2023	3252673	\$ 1,530.65
2	Orlando Sentinel Legal Advertising on 07/10/2023 (Ad: 7459022)	OSC76299166	\$ 223.25
3	VGlobalTech July Website Maintenance	5241	\$ 135.00
TOTAL			\$ 1,888.90


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 10:21 am, Aug 02, 2023

Daniel J. Young

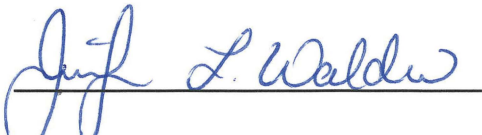
Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development Co.,
CN=Daniel J. Young
Date: 2023.08.02
08:06:56-0400

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #591

8/4/2023

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control August Waterway Service	86475	\$ 325.00
2	Berman Construction August Administrator & Irrigation Specialist	38346	\$ 3,000.01
3	BrightView Landscape Services August Landscape Maintenance	8515568	\$ 15,100.98
4	Donald W McIntosh Associates Engineering Services Through 07/14/2023	44492	\$ 258.52
5	PFM Group Consulting June Reimbursables	OE-EXP-07-2023-25	\$ 10.68
TOTAL			\$ 18,695.19


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 2:38 pm, Aug 11, 2023

Daniel J. Young

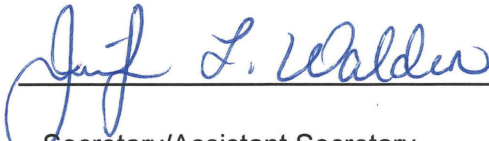
Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development Co.,
CN=Daniel J. Young
Date: 2023.08.09
13:21:07-0400

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #592

8/11/2023

Item No.	Payee	Invoice Number	General Fund
1	OUC Acct: 4782400001 ; Service 07/03/2023 - 08/03/2023	--	\$ 5,033.32
2	PFM Group Consulting June Billable Expenses DM Fee: July 2023	126184 DM-07-2023-33	\$ 64.49 \$ 3,541.67
TOTAL			\$ 8,639.48


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 9:27 am, Aug 17, 2023

Daniel J. Young

Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development Co.,
CN=Daniel J. Young
Date: 2023.08.16
07:07:39-0400'

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #593

8/18/2023

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District July ICM Expenses	ICM2023-10	\$ 7,651.70
2	BrightView Landscape Services Irrigation Repairs	8495950	\$ 350.00
	Irrigation Repairs	8549780	\$ 1,119.99
3	Kutak Rock General Counsel Through 07/31/2023	3266057	\$ 141.50
4	Orlando Sentinel Legal Advertising on 07/30/2023, 08/06/2023 (Ad: 7468727)	OSC77443207	\$ 557.00
5	Supervisor Fees - 08/15/2023 Meeting		
	Marsha Leed	--	\$ 200.00
	Kam Shenai	--	\$ 200.00
	John Lynaugh	--	\$ 200.00
	Kyle Scholl	--	\$ 200.00
	Bob da Silva	--	\$ 200.00

TOTAL \$ 10,820.19


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

Daniel J. Young

Digitally signed by Daniel J.
Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development Co.,
CN=Daniel J. Young
Date: 2023.08.22 07:03:07-04'00'

Received on Thursday, August 24, 2023 - ALane

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures
Paid in September 2023 in an amount totaling
\$124,437.90**

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 September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$124,437.90**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Myrtle Creek Improvement District
AP Check Register (Current by Bank)

Check Dates: 9/1/2023 to 9/30/2023

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
92	09/06/23	M	BVLS	BrightView Landscape Services	\$30,240.45
93	09/06/23	M	DONMC	Donald W. McIntosh Associates	\$375.00
94	09/06/23	M	PFMGC	PFM Group Consulting	\$3,548.03
95	09/12/23	M	AWC	Aquatic Weed Control, Inc.	\$325.00
96	09/12/23	M	BVLS	BrightView Landscape Services	\$1,179.99
97	09/20/23	M	BVLS	BrightView Landscape Services	\$17,607.31
98	09/20/23	M	EGIS	Egis Insurance Advisors LLC	\$8,684.00
99	09/20/23	M	FAC	Fire Ant Control	\$1,255.00
00	09/20/23	M	PFMGC	PFM Group Consulting	\$3,542.89
01	09/20/23	M	TRUSTE	US Bank as Trustee for Myrtle	\$2,742.08
02	09/22/23	M	BERMAN	Berman Construction	\$3,000.01
03	09/22/23	M	BVLS	BrightView Landscape Services	\$15,100.98
04	09/27/23	M	PFMGC	PFM Group Consulting	\$76.97

BANK SUN REGISTER TOTAL: **\$87,677.71**

GRAND TOTAL : **\$87,677.71**

84,935.63	Checks 4392-4400, 4402-4404
2,742.08	Check 4401 - Debt Service
27,360.00	Annual reserve transfers
7,694.83	PA 595 - Aug. ICM due to Boggy Creek
4,447.44	PA 596 - OUC paid online
127,179.98	Total cash spent
124,437.90	O&M cash spent

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

** Denotes broken check sequence.

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #594

8/25/2023

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Turf and Shrub Replacement	8468354	\$ 28,409.00
	Air Relief Valves Screen Installation	8468355	\$ 381.50
	Irrigation Repairs	8507656	\$ 385.00
	Irrigation Repairs	8507657	\$ 122.50
	Irrigation Inspection	8507658	\$ 382.47
	Confederate Jasmine Bed Fill In	8555274	\$ 290.00
2	PFM Group Consulting		
	July Billable Expenses	126549	\$ 6.36
	August DM Fees	DM-08-2023-33	\$ 3,541.67

TOTAL \$ 33,518.50


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 11:41 am, Sep 01, 2023

Daniel J. Young

Digitally signed by Daniel J. Young
DN: C=US,
E=dan.young@tavistock.com,
O=Tavistock Development
Co., CN=Daniel J. Young
Date: 2023.08.27
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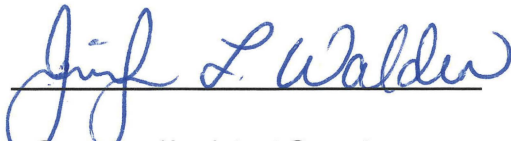
MYRTLE CREEK IMPROVEMENT DISTRICT

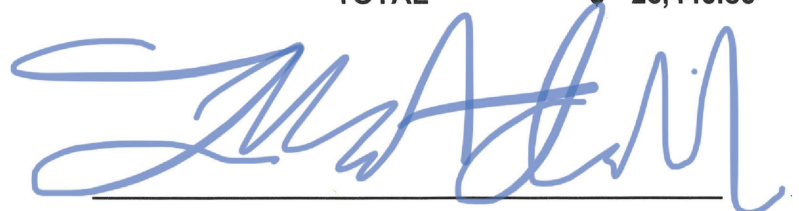
Payment Authorization #595

9/1/2023

Item No.	Payee	Invoice Number	General Fund
1	Berman Construction September Administrator & Irrigation Specialist	39073	\$ 3,000.01
2	Boggy Creek Improvement District August ICM Fees	ICM2023-11	\$ 7,694.83
3	BrightView Landscape Services June Irrigation Inspection September Section 1 & 2 Landscaping	8468356 8561418	\$ 269.98 \$ 15,100.98
4	Donald W McIntosh Associates Engineering Services Through 08/11/2023	44620	\$ 375.00

TOTAL \$ 26,440.80


Secretary/Assistant Secretary


Chairperson

Myrtle Creek Improvement District
c/o PFM Group Consulting
3501 Quadrangle Boulevard, Ste. 270
Orlando, FL 32817
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RECEIVED
By Amanda Lane at 3:52 pm, Sep 05, 2023

Daniel J. Young

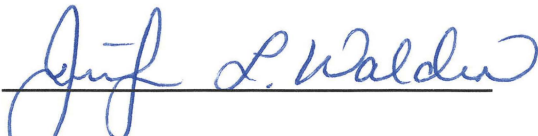
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E=dan.young@tavistock.com,
O=Tavistock Development Cc
CN=Daniel J. Young
Date: 2023.09.05
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MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #596

9/8/2023

Item No.	Payee	Invoice Number	General Fund
1	Aquatic Weed Control September Waterway Service	87551	\$ 325.00
2	BrightView Landscape Services 2" Valve Replacement	8535725	\$ 1,179.99
3	OUC Acct: 4782400001 ; Service 08/03/2023 - 09/05/2023	--	\$ 4,447.44
TOTAL			\$ 5,952.43


Secretary/Assistant Secretary


Chairperson

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

RECEIVED

By Amanda Lane at 9:22 am, Sep 11, 2023

Daniel J. Young
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DN: c=US, e=dan.young@tavistock.com, o=Tavistock Development Co, cn=Daniel J. Young
Date: 2023.09.08 12:12:06-0400

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #597

9/15/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	BrightView Landscape Services			
	Turf Replacement	8534839	\$ 17,187.30	FY 2023
	Irrigation Repair	8570809	\$ 420.01	FY 2023
2	Egis Insurance & Risk Advisors			
	FY 2024 Insurance	19546	\$ 8,684.00	FY 2024
3	Fire Ant Control			
	Fire Ant Control	21645	\$ 1,255.00	FY 2023
4	PFM Group Consulting			
	September DM Fees	DM-09-2023-33	\$ 3,541.63	FY 2023
	August Postage	OE-EXP-09-2023-22	\$ 1.26	FY 2023

TOTAL

\$ 31,089.20

\$ 22,405.20	FY 2023
\$ 8,684.00	FY 2024


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 1:23 pm, Sep 19, 2023

Digitaly signed by Daniel J. Young
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CN=Daniel J. Young
Date: 2023.09.16
17:34:10-0400

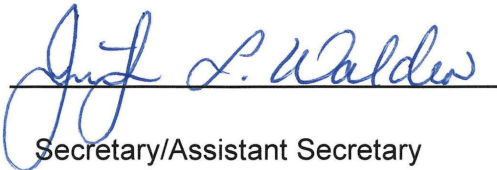
Daniel J. Young

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #598

9/22/2023

Item No.	Payee	Invoice Number	General Fund
1	PFM Group Consulting August Billable Expenses	126844	\$ 76.97
TOTAL			\$ 76.97


Secretary/Assistant Secretary


Chairperson

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

RECEIVED
By Amanda Lane at 9:46 am, Sep 26, 2023

Digitaly signed by Daniel J. Young
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E=dan.young@tavistock.co
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Co, CN=Daniel J. Young
Date: 2023.09.24
15:35:35-0400

Daniel J. Young

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures
Paid in October 2023 in an amount totaling
\$33,063.19**

MYRTLE CREEK IMPROVEMENT DISTRICT

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817
PHONE: (407) 723-5900 • FAX: (407) 723-5901

Operation and Maintenance Expenditures For Board Approval

Attached please find the check register listing Operations and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$33,063.19**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Myrtle Creek Improvement District
AP Check Register (Current by Bank)
Check Dates: 10/1/2023 to 10/31/2023

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
BANK ID: SUN - CITY NATIONAL BANK					001-101-0000-00-01
4405	10/03/23	M	BVLS	BrightView Landscape Services	\$11,756.18
4406	10/03/23	M	DONMC	Donald W. McIntosh Associates	\$567.96
4407	10/18/23	M	TRUSTE	US Bank as Trustee for Myrtle	\$2,787.63
4408	10/25/23	M	BCID	Boggy Creek Improv. District	\$95.30
4409	10/25/23	M	DONMC	Donald W. McIntosh Associates	\$162.50
4410	10/25/23	M	KUTAK	Kutak Rock	\$366.00
4411	10/27/23	M	AWC	Aquatic Weed Control, Inc.	\$325.00
4412	10/27/23	M	BERMAN	Berman Construction	\$3,000.01
4413	10/27/23	M	DEO	Dept. of Economic Opportunity	\$175.00
4414	10/27/23	M	KUTAK	Kutak Rock	\$1,797.08
4415	10/27/23	M	VGLOBA	VGlobalTech	\$870.00
BANK SUN REGISTER TOTAL:					\$21,902.66
GRAND TOTAL :					\$21,902.66

19,115.03	Checks 4405-4406, 4408-4415
2,787.63	Check 4407 - Debt Service
8,625.48	PA 600 - Sep. ICM due to Boggy Creek
5,322.68	PA 601 - OUC paid online
35,850.82	Total cash spent
33,063.19	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 #140

7/28/2023

Item No.	Payee	Invoice Number	General Fund
1	Kutak Rock Construction Counsel Through 06/30/2023	3252693	\$ 366.00
		TOTAL	\$ 366.00

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #141

8/4/2023

Item No.	Payee	Invoice Number	General Fund
1	Donald W McIntosh Associates Construction Engineering Services Through 07/14/2023	44493	\$ 162.50
		TOTAL	\$ 162.50

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #142

8/18/2023

Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District Reimbursement for Construction-Related Legal Advertising on Series 2013 Req 423	OSC77442539	\$ 47.65
TOTAL			\$ 47.65

MYRTLE CREEK IMPROVEMENT DISTRICT

Funding Request #143

9/15/2023

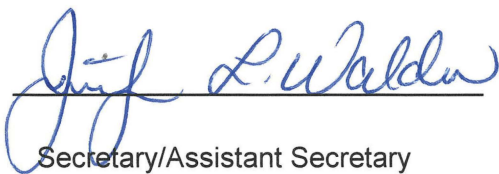
Item No.	Payee	Invoice Number	General Fund
1	Boggy Creek Improvement District Reimbursement for Construction-Related Legal Advertising on Series 2013 Req 425	OSC78956681	\$ 47.65
TOTAL			\$ 47.65

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #599

9/29/2023

Item No.	Payee	Invoice Number	General Fund
1	BrightView Landscape Services		
	Pine Tree Restaking	8597558	\$ 335.79
	Pine Straw Additions	8597559	\$ 450.00
	Remove Stromanthe and Replace with Mixed Elephant Ears	8597560	\$ 903.56
	Wellspring Rose Replacements	8597561	\$ 1,702.50
	Wellspring Turf Replacement	8597562	\$ 5,462.00
	Irrigation Repairs - Valve and Repair Mainline x1	8597563	\$ 741.18
	September Irrigation Repairs	8597564	\$ 404.97
	Replace and Fill In Bush Allamanda	8614055	\$ 1,015.00
	Irrigation Repairs - Valve and Repair Mainline x2	8625882	\$ 741.18
2	Donald W McIntosh Associates		
	Engineering Services Through 09/08/2023	44759	\$ 567.96
TOTAL			\$ 12,324.14


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 10:57 am, Oct 02, 2023

Daniel J. Young

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E=dan.young@tavistock.co
O=Tavistock Development
Co., CN=Daniel J. Young
Date: 2023.09.29
16:11:01-04'00'

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #600

10/6/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	Aquatic Weed Control October Waterway Service	88643	\$ 325.00	FY 2024
2	Berman Construction October Administrator & Irrigation Specialist	39558	\$ 3,000.01	FY 2024
3	Boggy Creek Improvement District September ICM Fees	ICM2023-12	\$ 8,625.48	FY 2023
4	Kutak Rock General Counsel Through 08/31/2023	3283467	\$ 1,551.58	FY 2023
TOTAL			\$ 13,502.07	
			\$ 10,177.06	FY 2023
			\$ 3,325.01	FY 2024


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 on Thursday, October 26, 2023 - ALane

Daniel J. Young
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DN: c=US,
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CN=Daniel J. Young
Date: 2023.10.16
08:56:26-0400

MYRTLE CREEK IMPROVEMENT DISTRICT

Payment Authorization #601

10/13/2023

Item No.	Payee	Invoice Number	General Fund	Fiscal Year
1	OUC Acct: 4782400001 ; Service 09/05/2023 - 10/03/2023	--	\$ 5,322.68	FY 2023
TOTAL			\$ 5,322.68	
			\$ 5,322.68	FY 2023
			\$ -	FY 2024


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 on Thursday, October 26, 2023 - ALane

Daniel J. Young
Digitally signed by Daniel J. Young
DN: cn=DJ, email=dan.young@travisstock.co
on=Travisstock Development
CN=Daniel J. Young
Date: 2023.10.17
13:09:29 -0400

Daniel J. Young
E=dan_young@tavistock.co.uk
O=Tavistock Development
Co., CN=Daniel J. Young
Date: 2023.10.26
08:00:46.0400

MYRTLE CREEK IMPROVEMENT DISTRICT

**Operation and Maintenance Expenditures
Paid in November 2023 in an amount totaling
\$24,596.57
*(provided under separate cover)***

MYRTLE CREEK IMPROVEMENT DISTRICT

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

MYRTLE CREEK IMPROVEMENT DISTRICT

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